
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report: (Date of earliest event reported): May 7, 2021

Diamond Offshore Drilling, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-13926
(Commission
file number)

76-0321760
(I.R.S. Employer
Identification No.)

15415 Katy Freeway
Houston, Texas 77094
(Address of principal executive offices, including Zip Code)

(281) 492-5300
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Exchange Act: None

Title of each class	Trading Symbol	Name of each exchange on which registered
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Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On May 7, 2021, the Board of Directors of Diamond Offshore Drilling, Inc. (the “Company”) appointed Bernie Wolford, Jr. as the Company’s President and Chief Executive Officer, and as a member of the Board of Directors, effective May 8, 2021. Mr. Wolford succeeds Marc Edwards, who retired from the Company as Chairman, President and Chief Executive Officer on April 23, 2021 when the Company and its debtor affiliates emerged from their chapter 11 financial restructuring.

Mr. Wolford, age 61, previously served as the Chief Executive Officer and a director of Pacific Drilling S.A., an offshore drilling contractor, from November 2018 to April 2021. From 2010 to 2018, Mr. Wolford served in senior operational roles at Noble Corporation, another offshore drilling contractor, including five years as the company’s Senior Vice President – Operations. He began his career with Transworld Drilling Company in 1981 and has worked in numerous locations across the globe.

The Company entered into an employment agreement, dated as of May 8, 2021, with Mr. Wolford (the “Employment Agreement”), which has a term commencing on such date and continuing until terminated by the Company or Mr. Wolford, or until his death or disability, in accordance with the Employment Agreement. Pursuant to the terms of the Employment Agreement, Mr. Wolford will receive an annualized base salary of \$700,000 and will be eligible to earn a bonus with a target annual bonus opportunity equal to 100% of base salary, based on the achievement of certain financial or individual performance goals and factors. The annual bonus for the 2021 calendar year, if any, will be pro-rated for time served. Mr. Wolford is also entitled to participate in the Company’s benefit programs generally available to other senior officers of the Company and to receive reimbursement of certain expenses incurred during his employment, including up to \$12,000 of legal fees incurred in the review of the Employment Agreement.

If, during the term of the Employment Agreement, Mr. Wolford’s employment is terminated due to his death or by the Company due to his Disability (as defined in the Employment Agreement), he will be entitled to any accrued but unpaid annual bonus with respect to the preceding calendar year. If, during the term of the Employment Agreement, Mr. Wolford’s employment is terminated by the Company without Cause or by Mr. Wolford with Good Reason (as such terms are defined in the Employment Agreement) in accordance with the Employment Agreement, he will be entitled to (i) any accrued but unpaid annual bonus with respect to the preceding calendar year, (ii) a lump-sum cash payment equal to 200% of the sum of (A) his base salary *plus* (B) target annual bonus and (iii) continued participation in the Company’s group health plan for him and his eligible dependents for a period of 24 months at the Company’s expense, in each case subject to the terms and conditions of the Employment Agreement. No severance is payable upon termination of employment for Cause or a voluntary termination by Mr. Wolford without Good Reason.

The Employment Agreement contains non-competition covenants restricting Mr. Wolford's ability to compete with the Company and non-solicitation covenants, applicable in each case during the term of the Employment Agreement and for a period of one year thereafter, customary covenants regarding the Company's indemnification of Mr. Wolford, and covenants concerning confidentiality, rights to inventions and non-disparagement.

The foregoing description of the terms of the Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text thereof, a copy of which is included as Exhibit 10.1 to this report.

In addition, pursuant to two Restricted Stock Award Agreements, each dated May 8, 2021 (collectively, the "Award Agreements"), between the Company and Mr. Wolford, the Company agreed to issue to Mr. Wolford the following awards of restricted stock pursuant to the terms of the Company's 2021 Long-Term Stock Incentive Plan (the "Plan"):

- 222,222 shares of restricted stock, each representing one share of the Company's common stock, that vest in three equal installments on May 8, 2021, May 8, 2022 and May 8, 2023, subject to Mr. Wolford's continuous service or employment through the applicable vesting date, and subject to the terms and conditions in the applicable Award Agreement and the Plan (the "Time-Vesting Award"); and
- 777,777 shares of restricted stock, each representing one share of the Company's common stock, 100% of which will vest upon achievement of a Total Equity Value (as defined in the applicable Award Agreement) of the Company's common stock of \$1.0 billion, and 0% of which will vest upon achievement of a Total Equity Value of the Company's common stock of less than \$500.0 million, subject to Mr. Wolford's continuous service or employment through the date of such achievement and the Performance Measurement Date (as defined in the applicable Award Agreement), and subject to the terms and conditions in the applicable Award Agreement and the Plan (the "Performance-Vesting Award"). Linear interpolation will be utilized to determine the appropriate vesting percentage in the event the Total Equity Value falls between \$500.0 million and \$1.0 billion. Any restricted stock under the Performance-Vesting Award that has not vested by May 8, 2027 will be forfeited.

If Mr. Wolford's employment is terminated by the Company without Cause (as defined in the Plan), due to his death or Disability, or by Mr. Wolford for Good Reason (as defined in the Plan), then the number of shares of restricted stock that would have otherwise vested pursuant to the Time-Vesting Award in the 12-month period following such termination will immediately vest on the date of such termination, subject to the terms and conditions of the applicable Award Agreement. However, in the case of any such termination within the period starting six months prior to the occurrence of a Change in Control (as defined in the Plan) and ending 12 months following the occurrence of a Change in Control, then in lieu of the benefits described in the preceding sentence, the restricted stock pursuant to the Time-Vesting Award will fully vest immediately upon such termination of employment, subject to the terms and conditions of the applicable Award Agreement. If the Time-Vesting Award is not continued, assumed, replaced, converted or substituted upon the occurrence of a Change in Control in accordance with the Plan, then the restricted stock will fully vest as of immediately prior to a Change in Control.

If Mr. Wolford's employment is terminated by the Company without Cause, due to his death or Disability, or by Mr. Wolford for Good Reason, then the occurrence of the Performance Measurement Date will be deemed to have been triggered and the restricted stock pursuant to the Performance-Vesting Award will remain outstanding and be eligible to vest during the 12-month period following such termination of employment, subject to the terms and conditions of the applicable Award Agreement. However, in the case of any such termination within the period starting six months prior to the occurrence of a Change in Control and ending 12 months following the occurrence of a Change in Control, then in lieu of the benefits described in the preceding sentence, the restricted stock pursuant to the Performance-Vesting Award will fully vest immediately upon such termination of employment, subject to the terms and conditions of the applicable Award Agreement. Upon the occurrence of a Change in Control in accordance with the Plan, the occurrence of the Performance Measurement Date would be deemed to have been triggered, the Total Equity Value would be tested on the Change in Control and the restricted stock would vest in accordance with the terms of the Plan.

The foregoing description of the terms of the Award Agreements does not purport to be complete and is qualified in its entirety by reference to the full text thereof, copies of which are included as Exhibit 10.2 and Exhibit 10.3 to this report.

A copy of the Company's press release dated May 10, 2021 announcing the appointment of Mr. Wolford is included as Exhibit 99.1 to this report.

Statements in this report that are not historical facts are "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Such statements include, but are not limited to, statements concerning potential future actions of the Company, potential future events relating to Mr. Wolford's employment or compensation and other statements that are not of historical fact. Forward-looking statements are inherently uncertain and subject to a variety of assumptions, risks and uncertainties that could cause actual results to differ materially from those currently anticipated or expected by management of the Company. A discussion of certain of the risk factors and other considerations that could materially impact these matters as well as the Company's overall business and financial performance can be found in the Company's reports filed with the Securities and Exchange Commission, and readers of this report are urged to review those reports carefully when considering these forward-looking statements. These risk factors include, among others, risks associated with worldwide demand for drilling services, depressed levels of activity in the oil and gas industry, renewing or replacing expired or terminated contracts, contract cancellations and terminations, maintenance and realization of backlog, competition and industry fleet capacity, litigation and disputes, operating risks and various other factors, many of which are beyond the Company's control. Given these risk factors and other considerations, investors and analysts should not place undue reliance on forward-looking statements. Each forward-looking statement speaks only as of the date of such statement, and the Company expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement to reflect any change in the Company's expectations with regard thereto or any change in events, conditions or circumstances on which any forward-looking statement is based.

Item 8.01. Other Events

On May 7, 2021, the Board of Directors elected Neal P. Goldman as the Company's new Chairman of the Board.

Item 9.01. Financial Statements and Exhibits

(d) *Exhibits.*

<u>Exhibit number</u>	<u>Description</u>
10.1	Employment Agreement, dated as of May 8, 2021, between Diamond Offshore Drilling, Inc. and Bernie Wolford, Jr.
10.2	Restricted Stock Award Agreement, dated as of May 8, 2021, between Diamond Offshore Drilling, Inc. and Bernie Wolford, Jr. with respect to the Time-Vesting Award
10.3	Restricted Stock Award Agreement, dated as of May 8, 2021, between Diamond Offshore Drilling, Inc. and Bernie Wolford, Jr. with respect to the Performance-Vesting Award
99.1	Press Release dated May 10, 2021
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: May 13, 2021

DIAMOND OFFSHORE DRILLING, INC.

By: /s/ David L. Roland

David L. Roland

Senior Vice President, General Counsel and Secretary

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this “Agreement”) is entered into as of May 8, 2021 (the “Effective Date”), and is made by and between Diamond Offshore Drilling, Inc., a Delaware corporation (the “Company”), and Bernie Wolford, Jr. (the “Executive”) (collectively the “Parties”). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in Section 23.

WHEREAS, the Company and the Executive desire to enter into this Agreement to set forth the terms and conditions for the Executive’s employment with the Company as Chief Executive Officer (“CEO”) and the President of the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Term. The Company agrees to employ the Executive pursuant to the terms of this Agreement, and the Executive agrees to be so employed, commencing as of the Effective Date and ending when the Executive’s employment hereunder terminates in accordance with Section 4. The period of time between the Effective Date and the termination of the Executive’s employment hereunder is referred to herein as the “Term.” Upon any termination of the Executive’s employment with the Company, the Executive shall be deemed to have resigned from all positions with the Company and all of its subsidiaries, unless otherwise agreed to by the Parties in writing.

2. Position and Duties.

(a) During the Term, the Executive shall serve as CEO and President. In his role as CEO and President, the Executive shall have the duties, authorities and responsibilities customary to the position of CEO and President, and such other duties, authorities and responsibilities as the Board may reasonably designate from time to time. The Executive shall report directly to the Board.

(b) The Executive shall devote substantially all of the Executive’s business time and efforts to the performance of the Executive’s duties hereunder and the advancement of the business and affairs of the Company; provided that the Executive shall be entitled to: (i) serve on civic, charitable, educational, religious, public interest or public service boards, and (ii) manage the Executive’s personal and family investments, in each case, to the extent such activities do not materially interfere, individually or in the aggregate, with the performance of the Executive’s duties and responsibilities hereunder. For the avoidance of doubt, during the Term, the Executive shall not be permitted to serve on any for-profit boards of directors (other than those specified in the preceding subsection (i)) without the prior written consent of the Board of Directors of the Company (the “Board”), which shall not be unreasonably withheld; provided, that Executive may be permitted to serve on one for-profit board of a non-competitive company so long as such service does not materially interfere with the performance of the Executive’s duties and responsibilities hereunder or create any conflict of interest. The Company further acknowledges that it is aware of the Executive’s ownership in Mass Technology Corp (“MTC”), a non-competitive company and the Executive shall be permitted continued ownership of MTC and the Executive will be allowed to provide limited support to MTC for so long as such ownership and support does not materially interfere with the performance of the Executive’s duties and responsibilities hereunder or create any conflict of interest.

(c) Effective as of the Effective Date, the Executive shall serve as CEO and President, and the Company shall use its reasonable best efforts to nominate the Executive for re-election as a member of the Board at all post-emergence times during the Term; provided that the foregoing shall not be required to the extent prohibited by legal or regulatory requirements.

3. Compensation and Benefits.

(a) Base Salary. During the Term, the Company shall pay to the Executive a base salary at an annual rate of not less than \$700,000, in substantially equal installments in accordance with the regular payroll practices of the Company, but not less frequently than bimonthly. The Executive's base salary shall be subject to annual review by the Board or the Compensation Committee of the Board (the "Committee"), and may be increased, but not decreased, from time to time by the Board or the Committee. The base salary as determined herein and increased (if applicable) from time to time shall constitute "Base Salary," for purposes of this Agreement.

(b) Annual Bonus. With respect to each calendar year during the Term, commencing with the 2021 calendar year, the Executive will be eligible to earn a bonus with a target annual bonus opportunity equal to 100% of Base Salary (the "Target Annual Bonus"), with the amount earned to be based on achievement of the financial or individual performance goals and factors as determined by the Board or the Committee, after consultation with the Executive (the "Annual Bonus"). It is expected that the annual bonus program for the 2021 calendar year will be based on the achievement of financial goals consistent with the budget for the year. The Target Annual Bonus shall be subject to annual review by the Board or the Committee and may be increased, but not decreased, from time to time by the Board or the Committee. The Board or the Committee will establish a threshold Annual Bonus opportunity equal to a percentage of the Executive's Base Salary (which will correspond to the "threshold" performance level established for the applicable year), which opportunity will be no less favorable than the threshold Annual Bonus opportunity established for other senior executives of the Company for the applicable year. The Annual Bonus for the 2021 calendar year, if any, will be pro-rated for the number of days the Executive was employed during fiscal year 2021, beginning on the Effective Date. Any Annual Bonus shall be payable at the same time or time(s) that annual bonuses are paid to senior executives of the Company generally, but in no event later than March 15th of the calendar year following the calendar year to which such Annual Bonus relates.

(c) Benefit Plans. During the Term, the Executive shall be entitled to participate in any employee benefit plans and programs that the Company has adopted or may adopt, maintain or contribute to for the benefit of its senior executives (or employees generally, if senior executives are eligible to participate in such plan). The Executive's participation will be subject to the terms of the applicable plan documents and generally applicable Company policies. Notwithstanding the foregoing, the Company may modify or terminate any employee benefit plan at any time.

(d) Paid Time Off. During the Term, the Executive shall be entitled to five weeks of paid time off per calendar year (prorated for any partial years of employment), in accordance with the Company's policy on accrual and use as in effect from time to time. Paid time off may be taken at such times and intervals as the Executive reasonably determines, subject to the Company's business needs.

(e) Business Expenses. During the Term, the Executive will be authorized to incur reasonable business expenses in carrying out the Executive's duties and responsibilities to the Company. The Executive shall be promptly reimbursed for all reasonable out-of-pocket business expenses incurred and paid by the Executive during the Term, subject to and in accordance with the Company's expense reimbursement policy as in effect from time to time. The Executive will be reimbursed for up to \$12,000 of legal fees incurred in the review of this Agreement.

4. Termination of Employment; Severance.

(a) General. The Executive's employment and the Term shall terminate upon the earliest to occur of (i) the Executive's death, (ii) a termination by the Company due to the Executive's Disability, (iii) a termination by the Company with or without Cause, and (iv) a termination by the Executive with or without Good Reason (the date of such termination, the "Termination Date").

(b) Termination Due to the Executive's Death or Disability. The Executive's employment and the Term shall terminate automatically upon the Executive's death. The Company may terminate the Executive's employment and the Term immediately upon the occurrence of the Executive's Disability, with such termination to be effective upon the Executive's receipt of written notice of such termination. Upon a termination of the Executive's employment and the Term due to the Executive's death or Disability, in each case during the Term, the Executive's estate or the Executive, as applicable, shall be entitled to the Accrued Benefits and any accrued but unpaid Annual Bonus due with respect to any calendar year preceding the calendar year in which the Termination Date occurs, which amount shall be paid in accordance with Section 3(b), to be paid by the deadline set forth in the last sentence of Section 3(b).

(c) Termination by the Company for Cause. The Company may terminate the Executive's employment at any time for Cause, effective upon delivery to the Executive of written notice of such termination. If the Executive's employment is terminated by the Company for Cause, the Executive shall be entitled to the Accrued Benefits. Following the termination of the Executive's employment by the Company for Cause, except as set forth in this Section 4(c), the Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(d) Termination by the Company without Cause; Termination by the Executive for Good Reason. The Company may terminate the Executive's employment without Cause with 30 days' prior written notice, effective upon the date specified in such notice. The Executive may terminate the Executive's employment for Good Reason by providing the Company written notice in the manner set forth below. In the event that during the Term the Executive's employment is terminated (x) by the Company without Cause, or (y) by the Executive for Good Reason (each, a

“Qualifying Termination”), in each case, subject to Section 4(f) (other than with respect to any Accrued Benefits, which are not subject to Section 4(f)), the Executive shall be entitled to:

(i) the Accrued Benefits and any accrued but unpaid Annual Bonus due with respect to any calendar year preceding the calendar year in which the Termination Date occurs, which amount shall be paid in accordance with Section 3(b), to be paid by the deadline set forth in the last sentence of Section 3(b);

(ii) a lump-sum cash payment equal to 200% of the sum of (i) the Executive’s Base Salary (without giving effect to any reduction or series of reductions) plus (ii) Target Annual Bonus (without giving effect to any reduction or series of reductions), payable on the first payroll date following the date on which the Release (as defined below) becomes non-revocable pursuant to Section 4(f), provided, that if the period that the Executive has to consider and revoke the Release pursuant to Section 4(f) commences in one calendar year and ends in a subsequent calendar year, then the first such payment shall not be made until the second calendar year; and

(iii) subject to the Executive’s (A) timely election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), and (B) continued copayment of premiums at the same level and cost to the Executive as if the Executive were an employee of the Company (excluding, for purposes of calculating cost, an employee’s ability to pay premiums with pre-tax dollars), continued participation in the Company’s group health plan (to the extent permitted under applicable law) that covers the Executive (and the Executive’s eligible dependents) for a period of 24 months following the Termination Date at the Company’s expense; provided that the Executive is eligible and remains eligible for COBRA coverage; provided, further, that the Company may modify the continuation coverage contemplated by this Section 4(d)(iii) to the extent reasonably necessary to avoid the imposition of any excise taxes on the Company for failure to comply with the nondiscrimination requirements of the Patient Protection and Affordable Care Act of 2010, as amended, and/or the Health Care and Education Reconciliation Act of 2010, as amended (to the extent applicable), provided that (if doing so would not result in such an excise tax), the Executive will be provided with a lump sum cash benefit on the same payment schedule should such benefit be reduced as a result of this proviso; and provided, further, that if the Executive obtains other employment that offers substantially comparable group health benefits, such continuation of coverage by the Company under this Section 4(d)(iii) shall immediately cease (the payments described in clauses (ii) through (iii), collectively, the “Severance Benefits”).

Payments and benefits provided in this Section 4(d) shall be in lieu of any termination or severance payments or benefits for which the Executive may be eligible under any of the plans, policies or programs of the Company (other than any awards under the Company’s 2021 Long-Term Stock Incentive Plan) or under the Worker Adjustment Retraining Notification Act of 1988 or any similar state statute or regulation. Following the termination of the Executive’s employment by the Company without Cause or by the Executive for Good Reason, except as set forth in this Section 4(d), the Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(e) Termination by the Executive without Good Reason. The Executive may terminate the Executive's employment without Good Reason by providing 30 days' prior written notice to the Company. The Company may, in its sole discretion, make the Termination Date effective earlier than specified in any notice date, so long as, during any waived portion of the notice period, the Company continues to (i) pay to the Executive the Base Salary and (ii) provide to the Executive the existing benefits in accordance with the terms of the applicable plans. Upon the Executive's voluntary termination of employment pursuant to this Section 4(e), the Executive shall be entitled to the Accrued Benefits. Following any such termination of the Executive's employment, except as set forth in this Section 4(e), the Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(f) Release of Claims; Continued Compliance. Notwithstanding any provision herein to the contrary, the payment and provision of the Severance Benefits pursuant to Section 4(d), and any other payments/benefits set forth in Section 4(b) that are expressly conditioned upon this Section 4(f), (in each case, other than the Accrued Benefits) shall be conditioned upon the Executive's execution, delivery to the Company, and non-revocation of a general release of claims in the form attached as Exhibit A (other than any changes thereto attributable to changes in applicable law) (the "Release") (and the expiration of any revocation period contained in such Release) within 52 days following the Termination Date. If the Executive fails to execute the Release in such a timely manner so as to permit any revocation period to expire prior to the end of such 52-day period, or timely revokes the Executive's such release following its execution, the Executive shall not be entitled to any portion of the Severance Benefits.

(g) No Offset. In the event of termination of the Executive's employment, the Executive shall be under no obligation to seek other employment, and there shall be no offset against amounts due to the Executive on account of any remuneration or benefits provided by any subsequent employment the Executive may obtain. The Company's obligation to make any payment pursuant to, and otherwise to perform its obligations under, this Agreement shall not be affected by any offset, counterclaim or other right that the Company or any other member of the Company Group may have against the Executive for any reason.

5. Restrictive Covenants. The Company and the Executive acknowledge and agree that during the Executive's employment/service with the Company, the Executive will have access to and may assist in developing Confidential Information and will occupy a position of trust and confidence with respect to the affairs and business of the Company Group. The Executive further acknowledges that (i) the Executive performs or will perform services of a unique nature for the Company that are irreplaceable; (ii) the Executive has had and will continue to have access to Confidential Information that, if disclosed, would unfairly and inappropriately assist in competition against the Company Group; (iii) in the course of the Executive's employment by, or other service with, a competitor, the Executive could use or disclose such Confidential Information; (iv) members of the Company Group have substantial relationships with their customers, and the Executive has had and will continue to have access to these customers; (v) the Executive has received and will receive specialized training from the Company and other members of the Company Group; and (vi) the Executive has generated and will continue to generate goodwill for the Company and other members of the Company Group in the course of the Executive's employment/service. Accordingly, the Executive agrees that the following obligations are necessary to preserve the confidential and proprietary nature of Confidential

Information and to protect the Company Group against harmful solicitation of employees and customers and other actions by the Executive that would result in serious adverse consequences for the Company Group:

(a) Confidentiality. At all times during the Executive's service with the Company and thereafter, the Executive will not, directly or indirectly, use, make available, sell, copy, disseminate, transfer, communicate or otherwise disclose any Confidential Information, other than as authorized in writing by the Company or within the scope of the Executive's duties with the Company as determined reasonably and in good faith by the Executive. Anything herein to the contrary notwithstanding, the provisions of this Section 5(a) shall not apply to information that (i) was known to the public prior to its disclosure to the Executive; (ii) becomes generally known to the public subsequent to disclosure to the Executive through no wrongful act of the Executive or any representative of the Executive; or (iii) the Executive is required to disclose by applicable law, regulation or legal process (provided that the Executive provides the Company with prior notice of the contemplated disclosure and cooperates with the Company at its expense in seeking a protective order or other appropriate protection of such information).

(b) Materials. The Executive will use Confidential Information only for normal and customary use in the Company's business, as determined reasonably and in good faith by the Executive during the Term and by the Company following the Term. The Executive will return to the Company all Confidential Information and copies thereof and all other property of the Company or any other member of the Company Group at any time promptly following the request of the Company. The Executive agrees to identify and return to the Company (or destroy) any copies of any Confidential Information after the Executive ceases to be employed by the Company. Anything to the contrary notwithstanding, nothing in this Section 5 shall prevent the Executive from retaining a laptop (provided all Confidential Information has been removed), papers and other materials of a personal nature, including diaries, calendars and contact lists, information relating to the Executive's compensation or relating to reimbursement of expenses, information that may be needed for tax purposes, and copies of plans, programs and agreements relating to the Executive's employment.

(c) Noncompetition; Nonsolicitation.

(i) During the Restricted Period, the Executive shall not, directly or indirectly, associate (including, but not limited to, association as a sole proprietor, owner, employer, partner, principal, investor, joint venturer, shareholder, associate, employee, member, consultant, contractor, director or otherwise) with any Competitive Enterprise; provided, however, that the Executive may (A) own, as a passive investor, securities of any such entity that has outstanding publicly traded securities, so long as the Executive's direct or indirect holdings in any such entity shall not in the aggregate constitute more than 2% of the voting power of such entity, and (B) provide services to a portfolio company of a financial sponsor that does not constitute a Competitive Enterprise, irrespective of whether such financial sponsor owns other portfolio companies that do constitute Competitive Enterprises, so long as the Executive does not engage in or assist in the activities of any such portfolio company that is a Competitive Enterprise. The Executive acknowledges that this covenant has a unique, very substantial and immeasurable value to the Company Group, that the Executive has sufficient assets and skills to provide a livelihood for the Executive while such covenant remains in force, and that, as a result of the foregoing, in the event that the Executive breaches such covenant, monetary damages would be an insufficient remedy for the Company and equitable enforcement of the covenant would be proper.

(ii) During the Restricted Period, the Executive shall not solicit, entice, persuade or induce any individual who is employed or engaged by any member of the Company Group (or who was so employed or engaged within 12 months immediately preceding the Termination Date) to terminate or refrain from continuing such employment or engagement or to become employed by or enter into contractual relations with any other individual or entity other than a member of the Company Group, and the Executive shall not hire, directly or indirectly, on the Executive's behalf or on behalf of any other person, as an employee, consultant or otherwise, any such person; provided, however, that the Executive will not be in breach of this Section 5(c)(ii) for (A) general solicitations not targeted at employees engaged with the Company Group and (B) responding to an unsolicited request to serve as a business reference for a former employee of the Company Group to the extent the Executive does not encourage the former employee to become employed by a person or entity that employs the Executive or with which the Executive is otherwise associated.

(d) Mutual Nondisparagement. The Executive agrees not to, at any time, disparage any member of the Company Group or any officer, director, or significant stakeholder of any member of the Company Group, other than in the good faith performance of the Executive's duties to the Company while the Executive is providing services to the Company. Following the Executive's termination of employment, the Company shall not make any public statement disparaging the Executive and shall instruct the members of the Board and officers of the Company as of the Termination Date to refrain from disparaging the Executive. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings).

(e) Inventions.

(i) The Executive acknowledges and agrees that all ideas, methods, inventions, discoveries, improvements, work products, developments, software, know-how, processes, techniques, works of authorship and other work product, whether patentable or unpatentable, (A) that are reduced to practice, created, invented, designed, developed, contributed to or improved with the use of any Company resources and/or within the scope of the Executive's work with the Company, or that relate to the business, operations or actual or demonstrably anticipated research or development of the Company, and that are made or conceived by the Executive, solely or jointly with others, during the Term, or (B) suggested by any work that the Executive performs in connection with the Company, either while performing the Executive's duties with the Company or on the Executive's own time, in any such case, during the Term shall belong exclusively to the Company (or its designee), whether or not patent or other applications for intellectual property protection are filed thereon (the "Inventions"). The Executive will keep full and complete written records (the "Records"), in the manner prescribed by the Company, of all

Inventions and will promptly disclose all Inventions completely and in writing to the Company. The Records shall be the sole and exclusive property of the Company, and the Executive will surrender them promptly following the termination of the Term, or promptly following the Company's earlier written request. The Executive irrevocably conveys, transfers and assigns to the Company the Inventions and all patents or other intellectual property rights that may issue thereon in any and all countries, whether during or subsequent to the Term, together with the right to file, in the Executive's name or in the name of the Company (or its designee), applications for patents and equivalent rights (the "Applications"). The Executive will, at any time during and subsequent to the Term, make such applications, sign such papers, take all rightful oaths and perform all other acts as may be requested from time to time by the Company to perfect, record, enforce, protect, patent or register the Company's rights in the Inventions, all without additional compensation to the Executive from the Company. The Executive will also execute assignments to the Company (or its designee) of the Applications, and give the Company and its attorneys all reasonable assistance (including the giving of testimony) to obtain the Inventions for the Company's benefit, all without additional compensation to the Executive from the Company, but entirely at the Company's expense.

(ii) In addition, the Inventions will be deemed "works made for hire," as such term is defined under the copyright laws of the United States ("Work for Hire"), on behalf of the Company, and the Executive agrees that the Company will be the sole owner of the Inventions, and all underlying rights therein, in all media now known or hereinafter devised, throughout the universe and in perpetuity without any further obligations to the Executive. If the Inventions, or any portion thereof, are deemed not to be Work for Hire, or the rights in such Inventions do not otherwise automatically vest in the Company, the Executive hereby irrevocably conveys, transfers and assigns to the Company all rights, in all media now known or hereinafter devised, throughout the universe and in perpetuity, in and to the Inventions, including, without limitation, all of the Executive's right, title and interest in the copyrights (and all renewals, revivals and extensions thereof) to the Inventions, including, without limitation, all rights of any kind or any nature now or hereafter recognized, including, without limitation, the unrestricted right to make modifications, adaptations and revisions to the Inventions, to exploit and allow others to exploit the Inventions and all rights to sue at law or in equity for any infringement, or other unauthorized use or conduct in derogation of the Inventions, known or unknown, prior to the date hereof, including, without limitation, the right to receive all proceeds and damages therefrom. In addition, the Executive hereby waives any so-called "moral rights" with respect to the Inventions. To the extent that the Executive has any rights in the results and proceeds of the Executive's service to the Company that cannot be assigned in the manner described herein, the Executive agrees to unconditionally waive the enforcement of such rights. The Executive hereby waives any and all currently existing and future monetary rights in and to the Inventions and all patents and other registrations for intellectual property that may issue thereon, including, without limitation, any rights that would otherwise accrue to the Executive's benefit by virtue of the Executive being an employee of or other service provider to the Company.

(iii) 18 U.S.C. § 1833(b) provides: “An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.” Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b). Accordingly, the Parties to this Agreement have the right to disclose in confidence trade secrets to federal, state and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The Parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

(iv) For the avoidance of doubt, the Company is aware that MTC is the owner of patents developed prior to the Effective Date by the Executive and agrees that such patents are excluded from this Agreement.

(f) Conflicting Obligations and Rights. The Executive agrees to inform the Company of any apparent conflicts between the Executive’s work for the Company and any obligations the Executive may have to preserve the confidentiality of another’s proprietary information or related materials before using the same on the Company’s behalf. The Company shall receive such disclosures in confidence and consistent with the objectives of avoiding any conflict of obligations and rights or the appearance of any conflict of interest.

(g) Reasonableness of Restrictive Covenants. In signing this Agreement, the Executive gives the Company assurance that the Executive has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed under this Section 5. The Executive agrees that these restraints are necessary for the reasonable and proper protection of the Company and the other members of the Company Group and their Confidential Information, and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area, and that these restraints, individually or in the aggregate, will not prevent the Executive from obtaining other suitable employment during the period in which the Executive is bound by the restraints. The Executive acknowledges that each of these covenants has a unique, very substantial and immeasurable value to the Company and the other members of the Company Group, and that the Executive has sufficient assets and skills to provide a livelihood while such covenants remain in force. The Executive further covenants that the Executive will not challenge the reasonableness or enforceability of any of the covenants set forth in this Section 5. It is also agreed that each member of the Company Group will have the right to enforce all of the Executive’s obligations to any other member of the Company Group under this Agreement, including without limitation pursuant to this Section 5.

(h) Reformation. If it is determined by a court of competent jurisdiction in any state that any restriction in this Section 5 is excessive in duration or scope or is unreasonable or unenforceable under applicable law, it is the intention of the Parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that state.

(i) **Enforcement.** The Executive acknowledges that in the event of any breach or threatened breach of this Section 5, the business interests of the Company and the other members of the Company Group will be irreparably injured, the full extent of the damages to the Company and the other members of the Company Group will be impossible to ascertain, monetary damages will not be an adequate remedy for the Company and the other members of the Company Group, and the Company will be entitled to enforce this Agreement by a temporary, preliminary and/or permanent injunction or other equitable relief, without the necessity of posting bond or security, which the Executive expressly waives. The Executive understands that the Board may, in its discretion, waive some of the requirements expressed in this Agreement, but that such a waiver to be effective must be made in writing and should not in any way be deemed a waiver of the Company's right to enforce any other requirements or provisions of this Agreement. The Executive agrees that each of the Executive's obligations specified in this Agreement is a separate and independent covenant and that the unenforceability of any of them shall not preclude the enforcement of any other covenants in this Agreement.

6. Cooperation. Upon the receipt of reasonable notice from the Company (including through outside counsel), the Executive agrees that, while employed by the Company and for a period of 12 months thereafter, the Executive will respond and provide information with regard to matters in which the Executive has knowledge as a result of the Executive's employment or service with the Company, and will, subject to his reasonable availability in light of other business and personal matters, provide reasonable assistance to the Company, other members of the Company Group and their respective representatives, in defense of any claims that may be made against the Company or any other member of the Company Group, and will assist the Company and other members of the Company Group in the prosecution of any claims that may be made by the Company or any other member of the Company Group, to the extent that such claims are based on facts occurring during the Executive's employment with the Company (collectively, the "Claims"). During the pendency of any litigation or other proceeding involving Claims, the Executive shall not communicate with anyone (other than the Executive's attorneys and tax and/or financial advisors and except to the extent that the Executive determines in good faith is necessary in connection with the performance of the Executive's duties hereunder) with respect to the facts or subject matter of any pending or potential litigation or regulatory or administrative proceeding involving the Company or any other member of the Company Group without giving prior written notice to the Company or the Company's counsel. Upon presentation of appropriate documentation, the Company shall pay or reimburse the Executive for all reasonable out-of-pocket expenses, including attorneys' fees, travel, duplicating or telephonic expenses incurred by the Executive in complying with this Section 6. The Company shall cooperate with the Executive on the timing and location of the Executive's cooperation and use its good faith efforts to limit any travel or interference with the Executive's other professional commitments.

7. Indemnification. During the Term and thereafter, the Company agrees to indemnify and hold the Executive and the Executive's heirs and representatives harmless, to the maximum extent permitted by law, against any and all damages, costs, liabilities, losses and expenses (including reasonable attorneys' fees and legal expenses) as a result of any claim or proceeding (whether civil, criminal, administrative or investigative), or any threatened claim or proceeding (whether civil, criminal, administrative or investigative), against the Executive that arises out of or relates to the Executive's service as an officer, director or employee, as the case may be, of the Company, or the Executive's service in any such capacity or similar capacity with

an affiliate of the Company or other entity at the request of the Company, and to promptly advance to the Executive or the Executive's heirs or representatives such reasonable attorneys' fees and legal expenses upon written request with appropriate documentation of such expense upon receipt of an undertaking by the Executive or on the Executive's behalf to repay such amount if it shall ultimately be determined that the Executive is not entitled to be indemnified by the Company. During the Term and at all times thereafter during which the Executive may be subject to claims in respect of his service to the Company Group, the Company also shall provide the Executive with coverage under its current directors' and officers' liability policy to the same extent that it provides such coverage to its other directors and executive officers. If the Executive has any knowledge of any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, as to which the Executive may request indemnity under this provision, the Executive will give the Company prompt written notice thereof; provided that the failure to give such notice shall not affect the Executive's right to indemnification. The Company shall be entitled to assume the defense of any such proceeding and the Executive will use reasonable efforts to cooperate with such defense. In the event that the Company is presented a settlement offer in connection with any such proceeding, to the extent legally permissible, the Company shall provide notice to the Executive of any such settlement offer as soon as reasonably practicable, and the Company shall ensure that the settlement offer includes a release of all claims against the Executive in connection with such settlement. To the extent that the Executive in good faith determines that there is an actual or potential conflict of interest between the Company and the Executive in connection with the defense of a proceeding, the Executive shall so notify the Company and shall be entitled to separate representation at the Company's expense by counsel selected by the Executive (provided that the Company may reasonably object to the selection of counsel within ten business days after notification thereof), which counsel shall cooperate, and coordinate the defense, with the Company's counsel and minimize the expense of such separate representation to the extent consistent with the Executive's separate defense. This Section 7 shall continue in effect after the termination of the Executive's service with the Company or the termination of this Agreement.

8. Whistleblower Protection; Protected Activity.

(a) Notwithstanding anything to the contrary contained herein, no provision of this Agreement shall be interpreted so as to impede the Executive (or any other individual) from reporting possible violations of federal law or regulation to any governmental agency or entity, including, but not limited to, the Department of Justice, the Securities and Exchange Commission, Congress and any agency Inspector General, or making other disclosures under the whistleblower provisions of federal law or regulation. The Executive does not need the prior authorization of the Company to make any such reports or disclosures, and the Executive shall not be required to notify the Company that such reports or disclosures have been made.

(b) The Executive hereby acknowledges and agrees that nothing in this Agreement shall in any way limit or prohibit the Executive from engaging for a lawful purpose in any Protected Activity. For purposes of this Agreement, "Protected Activity," shall mean (i) filing a charge, complaint or report with, or otherwise communicating with, cooperating with or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Equal Employment Opportunity Commission, the Department of Labor, the Occupational Safety and Health Administration, and

the National Labor Relations Board (the “Government Agencies”), or (ii) any rights the Executive may have under Section 7 of the National Labor Relations Act or equivalent state law to engage in concerted protected activity or to discuss the terms of employment or working conditions with or on behalf of coworkers, or to bring such issues to the attention of the Board at any time. The Executive understands that in connection with such Protected Activity, the Executive is permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, the Executive agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Confidential Information to any parties other than the relevant Government Agencies. The Executive further understands that Protected Activity does not include the disclosure of any Company attorney-client privileged communications, and that any such disclosure without the Company’s written consent shall constitute a material breach of this Agreement.

9. Notices. All notices, demands, requests or other communications, which may be or are required to be given or made by any party to any other party pursuant to this Agreement, shall be in writing and shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, delivered by overnight air courier, or transmitted by e-mail addressed as follows:

- (i) If to the Company:

Diamond Offshore Drilling, Inc.
15415 Katy Freeway, Suite 100
Houston, Texas 77094-1810
Attention: Board of Directors

- (ii) If to the Executive:

Address and personal email address last shown on the Company’s books and records

Each party may designate by notice in writing a new address or email address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request or communication that shall be given or made in the manner described above shall be deemed sufficiently given or made for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, confirmation of e-mail transmission or the affidavit of messenger being deemed conclusive but not exclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

10. Severability. The provisions of this Agreement shall be deemed severable. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of any provision of this Agreement in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by applicable law. If any term or provision of this Agreement is found to be invalid or unenforceable by a final determination of a court of competent jurisdiction, the invalid or unenforceable term or provision hereof shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision hereof.

11. Survival. It is the express intention and agreement of the Parties hereto that the provisions of Sections 5 through 21 shall survive the termination of employment of the Executive. In addition, all obligations of the Company to make payments or provide compensation in any form to the Executive as outlined herein shall survive any termination of this Agreement subject to the terms and conditions set forth herein.

12. No Assignments. The rights and obligations of the Parties to this Agreement shall not be assignable or delegable, except that (a) in the event of the Executive's death, the personal representative or legatees or distributees of the Executive's estate, as the case may be, shall have the right to receive any amount owing and unpaid to the Executive hereunder; and (b) the rights and obligations of the Company hereunder shall be assignable and delegable in connection with any subsequent merger, consolidation, sale of all or substantially all of the assets or equity interests of the Company or similar transaction involving the Company or a successor corporation. The Company shall require any successor to the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

13. Binding Effect. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon the Parties hereto and shall inure to the benefit of the Parties and their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns.

14. Amendments; Modifications; Waivers. No provision of this Agreement may be amended, modified, waived or discharged, unless such amendment, modification, waiver or discharge is agreed to in writing and signed by the Executive and such officer or director of the Company as may be designated by the Board. For purposes of this Section 14, a "writing" shall not include facsimile or e-mail. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time unless such waiver specifically states that it is to be construed as a continuing waiver.

15. Section Headings; Inconsistency. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof. In the event of any inconsistency between the terms of this Agreement and any form, award, plan or policy of the Company, the terms of this Agreement shall govern and control, unless otherwise expressly provided.

16. Governing Law. This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Texas (but not including any choice of law rule thereof that would cause the laws of another jurisdiction to apply).

17. Dispute Resolution. Except for the rights to seek specific performance provided in Section 5, any other dispute arising out of or asserting breach of this Agreement, or any statutory or common law claim by the Executive relating to the Executive's employment under this Agreement or the termination thereof (including any tort or discrimination claim), shall be exclusively resolved by binding statutory arbitration in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association. Such arbitration process shall take place in Dallas, Texas (or such other U.S. state as may be mutually agreed to by both the Company and the Executive). A court of competent jurisdiction may enter judgment upon the arbitrator's award. All costs and expenses of arbitration (other than fees and disbursements of counsel) shall be borne equally by the Company and by the Executive. Fees and disbursements of counsel shall be borne by the respective party incurring such costs and expenses.

18. Entire Agreement; Advice of Counsel; Company Representation. This Agreement constitutes the entire agreement between the Parties respecting the employment of the Executive, there being no representations, warranties or commitments except as set forth herein. The Executive acknowledges that, in connection with the Executive's entry into this Agreement, the Executive was advised by an attorney of the Executive's choice on the terms and conditions of this Agreement, including, without limitation, on the application of Code Section 409A on the payments and benefits payable or to be paid to the Executive hereunder. The Company represents and warrants to the Executive that the execution, delivery and performance by the Company of this Agreement have been duly authorized by all necessary corporate action of the Company and do not and will not conflict with or result in a violation of any provision of, or constitute a default under, any contract, agreement, instrument or obligation to which the Company is a party or by which it is bound.

19. Counterparts. This Agreement may be executed (including by e-mail with scan attachment) in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

20. Withholding. The Company shall withhold from any and all amounts payable under this Agreement or otherwise such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation, and all payments under this Agreement shall be in amounts net of any such deductions or withholdings.

21. Code Sections 409A and 280G.

(a) Section 409A

(i) General. The intent of the Parties is that payments and benefits under this Agreement comply with, or be exempt from, Internal Revenue Code Section 409A and the regulations and guidance promulgated thereunder (collectively, "Code Section 409A"), and accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith or exempt therefrom.

(ii) Separation from Service. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits that constitute “nonqualified deferred compensation” upon or following a termination of employment unless such termination is also a “separation from service” within the meaning of Code Section 409A, and for purposes of any such provision of this Agreement, references to a “termination,” “termination of employment” or like terms shall mean “separation from service.” If the Executive is deemed on the Termination Date to be a “specified employee” within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered deferred compensation under Code Section 409A payable on account of a “separation from service,” such payment or benefit shall be made or provided at the date that is the earlier of (i) the expiration of the six-month period measured from the date of such “separation from service” of the Executive, and (ii) the date of the Executive’s death, to the extent required under Code Section 409A. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section 21(a)(ii) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(iii) Reimbursements and In-Kind Benefits. To the extent that reimbursements or other in-kind benefits under this Agreement constitute “nonqualified deferred compensation” for purposes of Code Section 409A, (i) all expenses or other reimbursements hereunder shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Executive, (ii) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (iii) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year.

(iv) No Offset. Notwithstanding any other provision of this Agreement to the contrary, in no event shall any payment under this Agreement that constitutes “nonqualified deferred compensation” for purposes of Code Section 409A be subject to offset by any other amount unless otherwise permitted by Code Section 409A.

(b) Section 280G.

(i) If any payment or benefit the Executive will or may receive from the Company or any of its Affiliates under this Agreement or otherwise (a “280G Payment”) would (x) constitute a “parachute payment” within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended, and the rules and regulations thereunder (the “Code”), and (y) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the “Excise Tax”), then each such 280G Payment (collectively, the “Payments”) shall be reduced to the extent necessary for the Payments to equal, in the aggregate, the Reduced Amount. The “Reduced Amount” shall be either (1) the largest portion of the Payments that would result in no Excise Tax on the Payments (after reduction), or (2) the total Payments, whichever amount (*i.e.*, the amount determined

by clause (1) or by clause (2)), after taking into account all applicable federal, state, and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in the Executive's receipt, on an after-tax basis, of the greater economic benefit notwithstanding that all or some portion of the Payments may be subject to the Excise Tax. If a reduction in the Payments is required pursuant to the preceding sentence and the Reduced Amount is determined pursuant to clause (1) of the preceding sentence, the reduction shall occur in the manner (the "Reduction Method") that results in the greatest economic benefit for Executive. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata (the "Pro Rata Reduction Method").

(ii) Notwithstanding any provision of Section 21(b)(i) to the contrary, if the Reduction Method or the Pro Rata Reduction Method would cause any portion of the Payments to be subject to taxes pursuant to Section 409A, and any state law of similar effect that would not otherwise be subject to taxes pursuant to Section 409A, then the Reduction Method and/or the Pro Rata Reduction Method, as the case may be, shall be modified so as to avoid the imposition of taxes pursuant to Code Section 409A as follows: (x) as a first priority, the modification shall preserve to the greatest extent possible, the greatest economic benefit for Executive as determined on an after-tax basis; (y) as a second priority, Payments that are contingent on future events shall be reduced (or eliminated) before Payments that are not contingent on future events; and (z) as a third priority, Payments that are "deferred compensation" within the meaning of Section 409A shall be reduced (or eliminated) before Payments that are not deferred compensation within the meaning of Section 409A.

(iii) The Company shall appoint a nationally recognized accounting firm, law firm or consultancy to make the determinations required by this Section 21(b) and shall, to the extent consistent with Section 280G of the Code, all reductions to the value of payments that might otherwise qualify as a "parachute payments" under such Section (including the value of noncompetition restrictions and reasonable compensation for pre-and post-change in control services). The Company shall bear all expenses with respect to the determinations by such accounting firm, law firm or consultancy required to be made hereunder.

22. Clawback. The Executive acknowledges that notwithstanding any other provisions in this Agreement to the contrary, any incentive-based compensation, or any other compensation paid to the Executive pursuant to this Agreement or any other agreement or arrangement with the Company, which is subject to recovery under any law, government regulation or stock exchange listing requirement, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement (or any policy adopted by the Company pursuant to any such law, government regulation or stock exchange listing requirement).

23. Definitions.

“Accrued Benefits” means (a) payment of any earned but unpaid Base Salary and any accrued but unused paid time off (if any), in each case, through the Termination Date, to be paid no later than 60 days following the Termination Date (or such earlier date as may be required by applicable law); (b) reimbursement for any unreimbursed business expenses incurred through the Termination Date; (c) all other payments, benefits or fringe benefits to which the Executive shall be entitled under the terms of any applicable compensation arrangement or benefit, equity or fringe benefit plan or program or grant or this Agreement, payable in accordance therewith; (d) continued rights to indemnification in accordance with the Company’s constituent documents to the same extent as other former officers of the Company and former members of the Board receive such indemnification; and (e) continued coverage under the Company’s D&O insurance policies to the same extent as other former officers of the Company and former members of the Board.

“Affiliate” means any entity controlled by, in control of, or under common control with, the Company.

“Cause” means (a) the Executive’s willful and continued failure (other than as a result of physical or mental illness or injury) to perform the Executive’s material duties to the Company Group (it being understood that actions taken by Executive in good faith and in furtherance of the best interests of the Company will not be deemed to be willful for this purpose), which continues beyond 10 business days after a written demand for substantial performance is delivered to the Executive by the Board (which demand shall identify and describe such failure with sufficient specificity to allow the Executive to respond); (b) willful or intentional conduct that causes material and demonstrable injury, monetarily or otherwise, to the Company, which is not cured (if curable, without being inconsistent with the interests of the Company, as reasonably determined in good faith by the Board) within 10 business days after written notice of the conduct is delivered to the Executive by the Company (which notice shall identify and describe such conduct with sufficient specificity to allow the Executive to respond); (c) conviction of, or a plea of guilty or *nolo contendere* to, a crime constituting a felony under the laws of the United States or any state thereof, or a misdemeanor involving moral turpitude; (d) a material violation of the Company’s code of conduct (which shall have been provided to the Executive), subject to reasonable notice and opportunity (and, in any event, at least 10 business days from when written notice of the violation is delivered to the Executive by the Company (which notice shall identify and describe such violation with sufficient specificity to allow the Executive to respond)) to cure (if curable, without being inconsistent with the interests of the Company, as reasonably determined in good faith by the Board); or (e) the Executive’s material breach of this Agreement or any other material agreement with the Company, which is not cured (if curable, without being inconsistent with the interests of the Company, as reasonably determined in good faith by the Board) within 10 business days after written notice of the breach is delivered to the Executive by the Company (which notice shall identify and describe such breach with sufficient specificity to allow the Executive to respond). Notwithstanding the foregoing, a termination will only qualify as being for “Cause” if, (a) within 60 days following the initial existence of a condition listed above (or, if later, the time at which the Company knew or reasonably should have known of its existence) the Company provides notice to the Executive of the existence of a supposedly qualifying condition and the related circumstances that cause it to qualify (a “Cause Notice”), (b) the Executive fails to cure the condition if a cure right applies, (c) if requested by the Executive, the Executive is granted a hearing before the Board within 15 days of the delivery of such Cause Notice or his failure to timely cure the condition, as applicable, (d) within 60 days following the later of (x) the Board hearing, if requested, (y) the delivery of the Cause Notice if no cure right applies and no Board hearing is requested, or (z) the expiration of any applicable cure right if no Board hearing is

requested, the Board gives written notice to the Executive confirming that, in the judgment of at least two thirds of the members of the Board (not including the Executive), Cause for terminating his employment on the basis set forth in the original Cause Notice exists, and (e) the Company actually terminates the Executive's employment with the Company immediately upon delivery of such Board determination. Notwithstanding the foregoing, whether grounds for Cause existed will be subject to de novo review at the Executive's election through arbitration in accordance with Section 17.

"Change in Control" shall have the meaning set forth in the Company's 2021 Long-Term Stock Incentive Plan.

"Company Group" means the Company and each of its Subsidiaries.

"Competitive Enterprise" means a business enterprise that engages in, or owns or controls a significant interest in any entity that engages in, the primary business of the Company Group in any State or territory within the United States of America where Company Group has meaningful business operations.

"Confidential Information" means all non-public information concerning trade secrets, know-how, software, developments, inventions, processes, technology, designs, financial data, strategic business plans or any proprietary or confidential information, documents or materials in any form or media, including any of the foregoing relating to research, operations, finances, current and proposed products and services, vendors, customers, advertising and marketing, and other nonpublic, proprietary, and confidential information of the Company Group. Notwithstanding anything to the contrary contained herein, the general skills, knowledge and experience gained during the Executive's service with the Company, information publicly available or generally known within the industry or trade in which the Company competes and information or knowledge possessed by the Executive prior to the Executive's commencement of service with the Company, shall not be considered Confidential Information.

"Disability" means becoming eligible for long-term disability payments under the Company's Long-Term Disability program.

"Good Reason" means, unless otherwise consented to in writing by the Executive, (a) a diminution in the Executive's Base Salary or target Annual Bonus opportunity (other than an across-the-board reduction of not more than 10% that impacts all similarly situated senior executives of the Company equally) (any such reduction or reductions shall have no effect on the Executive's Base Salary or Target Annual Bonus for purpose of calculating the lump-sum cash payment described in Section 4(d)(ii)); (b) any diminution in the Executive's title or material diminution in the Executive's authority or responsibilities set forth herein, including on or following a Change in Control, the Executive ceasing to be CEO of the surviving company; (c) any member of the Company Group's material breach of this Agreement or any other material agreement with the Executive (including a requirement that the Executive report to any person other than the Board); or (d) upon a Change in Control, a successor to the Company failing to expressly assume this Agreement. Notwithstanding the foregoing, a resignation will only qualify as being for "Good Reason" if, within 60 days following the initial existence of a condition listed above (or, if later, the time at which the Executive knew or reasonably should have known of its

existence), the Executive provides notice to the Company of the existence of a supposedly qualifying condition and the related circumstances that cause it to qualify, and within 30 days after such notice, the Company does not remedy the condition and, within 60 days following the Company's failure to remedy the condition, the Executive actually resigns from employment with the Company.

“Restricted Period” means the period commencing on the Effective Date and ending 12 months following the termination of the Executive's employment with the Company.

“Subsidiary” means any subsidiary corporation of the Company within the meaning of Section 424(f) of the Code.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement, or have caused this Agreement to be duly executed and delivered on their behalf.

DIAMOND OFFSHORE DRILLING, INC.

By: /s/ David L. Roland
Name: David L. Roland
Title: Senior Vice President, General Counsel and
Secretary

Date: May 8, 2021

EXECUTIVE

By: /s/ Bernie Wolford, Jr.
Name: Bernie Wolford, Jr.
Date: May 8, 2021

[Signature Page to Employment Agreement]

EXHIBIT A
Form of Release of Claims

Release Agreement

I, Bernie Wolford Jr., in consideration of and subject to the performance by Diamond Offshore Drilling, Inc. (together with its subsidiaries, the "Company"), of its obligations under the Employment Agreement, dated as of May 8, 2021 (the "Agreement"), do hereby release and forever discharge, as of the date hereof, the Company and its Subsidiaries and Affiliates and all of their respective present, former and future managers, directors, officers, stakeholders, employees, successors and assigns of the Company and its Subsidiaries and Affiliates and direct or indirect owners (collectively, the "Released Parties") to the extent provided below (this "General Release"). The Released Parties are intended to be third-party beneficiaries of this General Release, and this General Release may be enforced by each of them in accordance with the terms hereof in respect of the rights granted to such Released Parties hereunder. Terms used herein but not otherwise defined shall have the meanings given to them in the Agreement.

1. My employment with the Company terminated as of [____], and I hereby resign from any position as an officer, member of the board of managers or directors (as applicable) or fiduciary of the Company or any other member of the Company Group (or reaffirm any such resignation that may have already occurred). I understand that any payments or benefits paid or granted to me under Section 4(d) of the Agreement represent, in part, consideration for signing this General Release and are not salary, wages or benefits to which I was already entitled. I understand and agree that I will not receive the payments and benefits specified in Section 4(d) of the Agreement, unless I execute this General Release and do not revoke this General Release within the time period permitted hereafter. I understand and agree that such payments and benefits are subject to Sections 5 and 6 of the Agreement, which (as noted below) expressly survive my termination of employment and the execution of this General Release. Such payments and benefits will not be considered compensation for purposes of any employee benefit plan, program, policy or arrangement maintained or hereafter established by the Company or its Affiliates.
2. Except as provided in paragraphs 4 and 5 below, I knowingly and voluntarily (for myself and my heirs, executors, administrators and assigns) release and forever discharge the Company and the other Released Parties from any and all claims, suits, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present (through the date on which I execute this General Release) and whether known or unknown, suspected, or claimed against the Company or any of the Released Parties, which I, my spouse, or any of my heirs, executors, administrators or assigns may have, which arise out of or are connected with my employment with, or my separation or termination from, the Company (including, but not limited to, any allegation, claim or violation, arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; any applicable Executive Order Programs; the Fair Labor Standards Act; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any

other local, state or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of the Company; or any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation; or any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters) (all of the foregoing collectively referred to herein as the "Claims").

3. I represent that I have made no assignment or transfer of any right, claim, demand, cause of action or other matter covered by paragraph 2 above.
4. I agree that this General Release does not waive or release any rights or claims that I may have under the Age Discrimination in Employment Act of 1967 that arise after the date I execute this General Release. I acknowledge and agree that my separation from employment with the Company in compliance with the terms of the Agreement shall not serve as the basis for any claim or action (including, without limitation, any claim under the Age Discrimination in Employment Act of 1967).
5. I agree that I hereby waive all rights to sue or obtain equitable, remedial or punitive relief from any or all Released Parties of any kind whatsoever in respect of any Claim, including, without limitation, reinstatement, back pay, front pay and any form of injunctive relief. Notwithstanding the above, I further acknowledge that I am not waiving and am not being required to waive any right that cannot be waived under law, including the right to file an administrative charge or participate in an administrative investigation or proceeding; provided, however, that I disclaim and waive any right to share or participate in any monetary award resulting from the prosecution of such charge or investigation or proceeding. Additionally, I am not waiving (a) any right to the Accrued Benefits or any Severance Benefits to which I am entitled under the Agreement, (b) any claim relating to directors' and officers' liability insurance coverage or any right of indemnification under the Company's organizational documents, the Agreement, my indemnification agreement or otherwise, (c) my rights as an equity or security holder in the Company or its Affiliates that exist pursuant to the terms of the applicable agreement(s) or applicable law, (d) any vested benefits under any benefit plans, program, policies or agreements of the Company or its Affiliates, which I may have as may be in effect from time to time, (e) my right to obtain contribution as permitted by law in the event of any judgment against me as a result of any act or failure for which the Company or its Affiliates and I are held jointly liable, (f) my right to enforce the terms of this General Release, and (g) any right or claim that arises after the date of the execution of this General Release.
6. In signing this General Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. I expressly consent that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims (notwithstanding any state or local statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver is an essential and material term of this General Release and that without such waiver

the Company would not have agreed to the terms of the Agreement. I further agree that in the event I should bring a Claim seeking damages against the Company, or in the event I should seek to recover against the Company in any Claim brought by a governmental agency on my behalf, this General Release shall serve as a complete defense to such Claims to the maximum extent permitted by law. I further agree that I am not aware of any pending claim of the type described in paragraph 2 above as of the execution of this General Release.

7. I agree that neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by the Company, any Released Party or myself of any improper or unlawful conduct.
8. I agree that I will forfeit all Severance Benefits payable by the Company pursuant to the Agreement and any other amounts payable by the Company pursuant to the Agreement that are subject to the effectiveness of this General Release if I challenge the validity of this General Release. I also agree that if I violate this General Release by suing the Company or the other Released Parties, I will pay all costs and expenses of defending against the suit incurred by the Released Parties, including reasonable attorneys' fees, and return all payments received by me pursuant to the Agreement on or after the termination of my employment.
9. I agree that this General Release and the Agreement are confidential and agree not to disclose any information regarding the terms of this General Release or the Agreement, except to my immediate family and any tax, legal or other counsel I have consulted regarding the meaning or effect hereof or as required by law, and I will instruct each of the foregoing not to disclose the same to anyone. The Company agrees to disclose any such information only to any tax, legal or other counsel of the Company as required by law. The foregoing shall apply to the extent this General Release (or the form thereof) is required to be included in any public filing of the Company.
10. Any nondisclosure provision in this General Release does not prohibit or restrict me (or my attorney) from responding to any inquiry about this General Release or its underlying facts and circumstances by the Securities and Exchange Commission (SEC), the National Association of Securities Dealers, Inc. (NASD) or any other self-regulatory organization or governmental entity or otherwise limit the scope of any protections that may apply to me under any applicable whistleblower laws.
11. I hereby acknowledge that Sections 5 through 22 of the Agreement shall survive my execution of this General Release.
12. I represent that I am not aware of any claim by me other than the claims that are released by this General Release. I acknowledge that I may hereafter discover claims or facts in addition to or different than those that I now know or believe to exist with respect to the subject matter of the release set forth in paragraph 2 above and that, if known or suspected at the time of entering into this General Release, may have materially affected this General Release and my decision to enter into it.

-
13. Notwithstanding anything in this General Release to the contrary, this General Release shall not relinquish, diminish or in any way affect any rights or claims arising out of any breach by the Company or by any Released Party of the Agreement after the date hereof.
 14. Whenever possible, each provision of this General Release shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this General Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

[Remainder of Page Left Intentionally Blank]

BY SIGNING THIS GENERAL RELEASE, I REPRESENT AND AGREE THAT:

- I HAVE READ IT CAREFULLY;
- I UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING, BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963, THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;
- I VOLUNTARILY CONSENT TO EVERYTHING IN IT;
- I HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND I HAVE DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION I HAVE CHOSEN NOT TO DO SO OF MY OWN VOLITION;
- I HAVE HAD AT LEAST **45** DAYS FROM THE DATE OF MY RECEIPT OF THIS RELEASE TO CONSIDER IT AND THE CHANGES MADE SINCE MY RECEIPT OF THIS RELEASE ARE NOT MATERIAL OR WERE MADE AT MY REQUEST AND WILL NOT RESTART THE REQUIRED **45**-DAY PERIOD;
- I UNDERSTAND THAT I HAVE SEVEN DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE IT AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED;
- I HAVE SIGNED THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY COUNSEL RETAINED TO ADVISE ME WITH RESPECT TO IT; AND
- I AGREE THAT THE PROVISIONS OF THIS GENERAL RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND BY ME.

SIGNED: _____

DATED: _____

DIAMOND OFFSHORE DRILLING, INC.
2021 LONG-TERM STOCK INCENTIVE PLAN
RESTRICTED STOCK AWARD AGREEMENT

This RESTRICTED STOCK AWARD AGREEMENT (this “Agreement”), is made as of May 8, 2021 (the “Grant Date”) between Diamond Offshore Drilling, Inc., a Delaware corporation (the “Company”), and Bernie Wolford, Jr. (the “Participant”), and is made pursuant to the terms of the Company’s 2021 Long-Term Stock Incentive Plan (the “Plan”). Capitalized terms used herein but not defined shall have the meanings set forth in the Plan.

Section 1. Restricted Stock. The Company hereby issues to the Participant, as of the Grant Date, 222,222 shares of restricted stock (the “Restricted Stock”), subject to such vesting, transfer and other restrictions and conditions as set forth in this Agreement (the “Award”). Each share of Restricted Stock represents one Share, subject to the terms and conditions set forth in this Agreement and the Plan.

Section 2. Vesting Requirements.

(a) Generally. Except as otherwise provided herein, the Restricted Stock shall vest and become non-forfeitable Shares in equal installments on the Grant Date, the one-year anniversary of the Grant Date and the two-year anniversary of the Grant Date (each, a “Vesting Date”), subject to the Participant’s continuous service or employment with the Company and its Affiliates (“Service”) from the Grant Date through the applicable Vesting Date, except as set forth below.

(b) Termination of Employment without Cause, by reason of Death or Disability, or for Good Reason. Notwithstanding Section 2(a) hereof, in the event of the Participant’s termination of employment by the Company and its Affiliates without Cause, by reason of the Participant’s death or Disability (as defined in the Employment Agreement, dated as of May 8, 2021, by and between the Participant and the Company), or by the Participant for Good Reason, then the number of shares of Restricted Stock that would have otherwise vested in the 12-month period following the Participant’s termination of employment shall immediately vest on the date of such termination, subject to the Participant’s (or his estate’s or legal representative’s) execution and non-revocation of an effective release of claims in a form provided by the Company. Any Restricted Stock that do not become vested pursuant to the foregoing sentence shall immediately be forfeited and cancelled upon the Participant’s termination of Service.

(c) Other Terminations of Service. Upon the occurrence of a termination of the Participant’s Service for any reason other than as provided for by Section 2(b) hereof, all outstanding and unvested Restricted Stock shall immediately be forfeited and cancelled, and the Participant shall not be entitled to any compensation or other amount with respect thereto. Notwithstanding anything to the contrary herein, upon a termination of the Participant’s Service for Cause, all Restricted Stock, whether vested or unvested, shall immediately be forfeited and cancelled, and the Participant shall not be entitled to any compensation or other amount with respect thereto.

(d) Change in Control. Notwithstanding the foregoing, upon the occurrence of a Change in Control, the Restricted Stock will be subject to Section 12 of the Plan, provided that if the Award is not continued, assumed, replaced, converted or substituted in accordance with Section 12(a), then the Restricted Stock will fully vest as of immediately prior to a Change in Control.

(e) Termination of Employment in Connection with a Change in Control. Notwithstanding Section 2(b) hereof, in the event of the Participant's termination of employment by the Company and its Affiliates without Cause, by reason of the Participant's death or Disability, or by the Participant for Good Reason, in any such case within the period starting six months prior to the occurrence of a Change in Control and ending 12 months following the occurrence of a Change in Control, then the Restricted Stock shall fully vest immediately upon such termination of employment, subject to the Participant's (or his estate's or legal representative's) execution and non-revocation of an effective release of claims in a form provided by the Company. The benefits detailed in this Section 2(e) are in lieu of the benefits described in Section 2(b), and it is intended that there be no duplication of such benefits.

Section 3. Restrictions on Transfer. No Restricted Stock (nor any interest therein) may be sold, assigned, alienated, pledged, attached or otherwise transferred or encumbered by the Participant otherwise than by will or by the laws of descent and distribution, and any such purported sale, assignment, alienation, pledge, attachment, transfer or encumbrance shall be void and unenforceable against the Company or any Affiliate; provided that the designation of a beneficiary shall not constitute a sale, assignment, alienation, pledge, attachment, transfer or encumbrance.

Section 4. Investment Representation. The Participant is acquiring the Restricted Stock for investment purposes only and not with a view to, or in connection with, the public distribution thereof in violation of the Securities Act of 1933, as amended (the "Securities Act"). No Shares shall be acquired unless and until the Company and/or the Participant shall have complied with all applicable federal or state registration, listing and/or qualification requirements and all other requirements of law or of any regulatory agencies having jurisdiction, unless the Committee has received evidence satisfactory to it that the Participant may acquire such shares pursuant to an exemption from registration under the applicable securities laws. The Participant understands and agrees that the Restricted Stock may not be offered, sold, assigned, transferred, pledged, hypothecated or otherwise disposed of except in compliance with this Agreement and the Securities Act pursuant to an effective registration statement or applicable exemption from the registration requirements of the Securities Act and applicable state securities or "blue sky" laws. Notwithstanding anything herein to the contrary, the Company shall have no obligation to deliver any Shares hereunder or make any other distribution of benefits hereunder unless such delivery or distribution would comply with all applicable laws (including, without limitation, the Securities Act), and the applicable requirements of any securities exchange or similar entity.

Section 5. Adjustments. The Award granted hereunder shall be subject to adjustment as provided in Section 4(b) of the Plan.

Section 6. No Right of Continued Service. Nothing in the Plan or this Agreement shall confer upon the Participant any right to continued Service with the Company or any Affiliate.

Section 7. Tax Withholding. The Award shall be subject to tax and/or other withholding in accordance with Section 13(e) of the Plan.

Section 8. Rights as a Stockholder; Dividends. The Participant shall have all privileges of a stockholder of the Company with respect to the Restricted Stock, including without limitation the right to vote any Shares underlying such Restricted Stock and to receive dividends or other distributions in respect thereof.

Section 9. Clawback. The Restricted Stock granted hereunder, and the Shares issued in respect of the Restricted Stock granted hereunder, shall be subject to Section 13(f) of the Plan.

Section 10. Amendment and Termination. Subject to the terms of the Plan, any amendment to this Agreement shall be in writing and signed by the parties hereto. Notwithstanding the immediately-preceding sentence, subject to the terms of the Plan, the Committee may waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, this Agreement and/or the Award; provided that, subject to the terms of the Plan, any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would materially impair the rights of the Participant or any holder or beneficiary of the Award shall not be effective without the written consent of the Participant, holder or beneficiary.

Section 11. Construction. The Award granted hereunder is granted by the Company pursuant to the Plan and is in all respects subject to the terms and conditions of the Plan. The Participant hereby acknowledges that a copy of the Plan has been delivered to the Participant and accepts the Award hereunder subject to all terms and provisions of the Plan, which are incorporated herein by reference. In the event of a conflict or ambiguity between any term or provision contained herein and a term or provision of the Plan, the terms of this Agreement will govern and prevail. The construction of and decisions under the Plan and this Agreement are vested in the Committee, whose determinations shall be final, conclusive and binding upon the Participant.

Section 12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without giving effect to the choice of law principles thereof, or principles of conflicts of laws of any other jurisdiction which could cause the application of the laws of any jurisdiction other than the State of Delaware.

Section 13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

Section 14. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 15. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

Section 16. Section 409A. This Agreement is intended to comply with, or be exempt from, Section 409A of the Code and shall be construed and administered in accordance with Section 409A of the Code. The Restricted Stock granted hereunder shall be subject to the provisions of Section 14 of the Plan.

Section 17. Entire Agreement. This Agreement and the Plan constitute the entire agreement between the parties with respect to the subject matter hereof and thereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

DIAMOND OFFSHORE DRILLING, INC.

By: /s/ David L. Roland

Name: David L. Roland

Title: Senior Vice President, General Counsel and
Secretary

PARTICIPANT

/s/ Bernie Wolford, Jr.

May 8, 2021

Participant's Signature

Date

Name: Bernie Wolford, Jr.

[Signature Page to Restricted Stock Award Agreement]

DIAMOND OFFSHORE DRILLING, INC.
2021 LONG-TERM STOCK INCENTIVE PLAN
RESTRICTED STOCK AWARD AGREEMENT

This RESTRICTED STOCK AWARD AGREEMENT (this “Agreement”), is made as of May 8, 2021, 2021 (the “Grant Date”) between Diamond Offshore Drilling, Inc., a Delaware corporation (the “Company”), and Bernie Wolford, Jr. (the “Participant”), and is made pursuant to the terms of the Company’s 2021 Long-Term Stock Incentive Plan (the “Plan”). Capitalized terms used herein but not defined shall have the meanings set forth in the Plan.

Section 1. Restricted Stock . The Company hereby issues to the Participant, as of the Grant Date, 777,777 shares of restricted stock (the “Restricted Stock”), subject to such vesting, transfer and other restrictions and conditions as set forth in this Agreement (the “Award”). Each share of Restricted Stock represents one Share, subject to the terms and conditions set forth in this Agreement and the Plan.

Section 2. Vesting Requirements.

(a) Generally. Except as otherwise provided herein, the Restricted Stock shall vest and become non-forfeitable Shares upon the achievement of specified Total Equity Values as follows: (i) at a Total Equity Value less than \$500,000,000, 0% of the Restricted Stock shall vest; (ii) at a Total Equity Value of \$1,000,000,000, 100% of the Restricted Stock shall vest, subject to the Participant’s continuous service or employment with the Company and its Affiliates (“Service”) from the Grant Date through (x) the date of such Total Equity Value achievement and (y) the Performance Measurement Date (provided that on the Performance Measurement Date, the equity awards shall vest based on the highest Total Equity Value achieved during the period following the Grant Date through the Performance Measurement Date). Linear interpolation shall be utilized with respect to determining the appropriate vesting percentage of the Restricted Stock in the event the Total Equity Value falls between the amounts set forth in this Section 2(a). For the avoidance of doubt, once a certain Total Equity Value has been achieved, the corresponding number of shares of Restricted Stock shall have vested, even if subsequently the Total Equity Value decreases. Notwithstanding the foregoing, any Restricted Stock that has not vested by the sixth anniversary of the Grant Date shall be forfeited and cancelled for no consideration.

“Total Equity Value” means the aggregate value of the Shares. In the event the Company’s common equity is not listed on a national exchange, the aggregate value of the Shares determined by the Board in good faith on at least a quarterly basis; and in the event the Shares are listed on a national exchange, the aggregate value of the Shares will be based on the 30-day volume weighted average price basis of the Shares.

“Performance Measurement Date” shall mean the date that the Company reasonably determines after due inquiry that the shareholders who were the initial shareholders of the Company as of the Grant Date have disposed (whether by sale, transfer or otherwise and whether in a single transaction or a series of transactions, whether such series of transactions are related or unrelated) of at least 25% of the Shares held by them as of the Grant Date (the occurrence of such disposition,

the “Shareholder Change”). The Company shall test whether there has been a Shareholder Change on the 45th day following the Grant Date (the “Initial Measurement Date”) and every 60 days following the Initial Measurement Date until the satisfaction of the Shareholder Change. In connection with determining whether a Shareholder Change has occurred, the Company shall take into account, among other things, any changes in DTC participants as well as any reported acquisitions or dispositions by any shareholder reported on Schedules 13(d) and 13(g) filed with the Securities and Exchange Commission.

(b) Termination of Employment without Cause, by reason of Death or Disability, or for Good Reason. Notwithstanding anything to the contrary in Section 2(a) above, in the event of the Participant’s termination of employment by the Company and its Affiliates without Cause, by reason of the Participant’s death or Disability (as defined in the Employment Agreement, dated as of May 8, 2021, by and between the Participant and the Company), or by the Participant for Good Reason, then (i) the Shareholder Change will be deemed to have occurred and (ii) the Restricted Stock shall remain outstanding and be eligible to vest during the 12-month period following the Participant’s termination of employment, subject to the Participant’s (or his estate’s or legal representative’s) execution and non-revocation of an effective release of claims in a form provided by the Company.

(c) Other Terminations of Service. Upon the occurrence of a termination of the Participant’s Service for any reason other than as provided for by Section 2(b) hereof, all outstanding and unvested Restricted Stock shall immediately be forfeited and cancelled, and the Participant shall not be entitled to any compensation or other amount with respect thereto. Notwithstanding anything to the contrary herein, upon a termination of the Participant’s Service for Cause, all Restricted Stock, whether vested or unvested, shall immediately be forfeited and cancelled, and the Participant shall not be entitled to any compensation or other amount with respect thereto.

(d) Change in Control. Notwithstanding the foregoing, upon the occurrence of a Change in Control, the Restricted Stock will be subject to Section 12 of the Plan, provided, for the avoidance of doubt, that the Shareholder Change will be deemed to have occurred and the Total Equity Value will be tested on the Change in Control.

(e) Termination of Employment in Connection with a Change in Control. Notwithstanding Section 2(b) hereof, in the event of the Participant’s termination of employment by the Company and its Affiliates without Cause, by reason of the Participant’s death or Disability, or by the Participant for Good Reason, in any such case within the period starting six months prior to the occurrence of a Change in Control and ending 12 months following the occurrence of a Change in Control, then the Restricted Stock shall fully vest immediately upon such termination of employment, subject to the Participant’s (or his estate’s or legal representative’s) execution and non-revocation of an effective release of claims in a form provided by the Company. The benefits detailed in this Section 2(e) are in lieu of the benefits described in Section 2(b), and it is intended that there be no duplication of such benefits.

Section 3. Restrictions on Transfer. No Restricted Stock (nor any interest therein) may be sold, assigned, alienated, pledged, attached or otherwise transferred or encumbered by the Participant otherwise than by will or by the laws of descent and distribution, and any such purported sale, assignment, alienation, pledge, attachment, transfer or encumbrance shall be void and unenforceable against the Company or any Affiliate; provided that the designation of a beneficiary shall not constitute a sale, assignment, alienation, pledge, attachment, transfer or encumbrance.

Section 4. Investment Representation. The Participant is acquiring the Restricted Stock for investment purposes only and not with a view to, or in connection with, the public distribution thereof in violation of the Securities Act of 1933, as amended (the “Securities Act”). No Shares shall be acquired unless and until the Company and/or the Participant shall have complied with all applicable federal or state registration, listing and/or qualification requirements and all other requirements of law or of any regulatory agencies having jurisdiction, unless the Committee has received evidence satisfactory to it that the Participant may acquire such shares pursuant to an exemption from registration under the applicable securities laws. The Participant understands and agrees that the Restricted Stock may not be offered, sold, assigned, transferred, pledged, hypothecated or otherwise disposed of except in compliance with this Agreement and the Securities Act pursuant to an effective registration statement or applicable exemption from the registration requirements of the Securities Act and applicable state securities or “blue sky” laws. Notwithstanding anything herein to the contrary, the Company shall have no obligation to deliver any Shares hereunder or make any other distribution of benefits hereunder unless such delivery or distribution would comply with all applicable laws (including, without limitation, the Securities Act), and the applicable requirements of any securities exchange or similar entity.

Section 5. Adjustments. The Award granted hereunder shall be subject to adjustment as provided in Section 4(b) of the Plan.

Section 6. No Right of Continued Service. Nothing in the Plan or this Agreement shall confer upon the Participant any right to continued Service with the Company or any Affiliate.

Section 7. Tax Withholding. The Award shall be subject to tax and/or other withholding in accordance with Section 13(e) of the Plan.

Section 8. Rights as a Stockholder; Dividends. The Participant shall have all privileges of a stockholder of the Company with respect to the Restricted Stock, including without limitation the right to vote any Shares underlying such Restricted Stock and to receive dividends or other distributions in respect thereof.

Section 9. Clawback. The Restricted Stock granted hereunder, and the Shares issued in respect of the Restricted Stock granted hereunder, shall be subject to Section 13(f) of the Plan.

Section 10. Amendment and Termination. Subject to the terms of the Plan, any amendment to this Agreement shall be in writing and signed by the parties hereto. Notwithstanding the immediately-preceding sentence, subject to the terms of the Plan, the Committee may waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, this Agreement and/or the Award; provided that, subject to the terms of the Plan, any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would materially impair the rights of the Participant or any holder or beneficiary of the Award shall not be effective without the written consent of the Participant, holder or beneficiary.

Section 11. Construction. The Award granted hereunder is granted by the Company pursuant to the Plan and is in all respects subject to the terms and conditions of the Plan. The Participant hereby acknowledges that a copy of the Plan has been delivered to the Participant and accepts the Award hereunder subject to all terms and provisions of the Plan, which are incorporated herein by reference. In the event of a conflict or ambiguity between any term or provision contained herein and a term or provision of the Plan, the terms of this Agreement will govern and prevail. The construction of and decisions under the Plan and this Agreement are vested in the Committee, whose determinations shall be final, conclusive and binding upon the Participant.

Section 12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without giving effect to the choice of law principles thereof, or principles of conflicts of laws of any other jurisdiction which could cause the application of the laws of any jurisdiction other than the State of Delaware.

Section 13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

Section 14. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 15. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

Section 16. Section 409A. This Agreement is intended to comply with, or be exempt from, Section 409A of the Code and shall be construed and administered in accordance with Section 409A of the Code. The Restricted Stock granted hereunder shall be subject to the provisions of Section 14 of the Plan.

Section 17. Entire Agreement. This Agreement and the Plan constitute the entire agreement between the parties with respect to the subject matter hereof and thereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

DIAMOND OFFSHORE DRILLING, INC.

By: /s/ David L. Roland

Name: David L. Roland

Title: Senior Vice President, General Counsel and
Secretary

PARTICIPANT

/s/ Bernie Wolford, Jr.

May 8, 2021

Participant's Signature

Date

Name: Bernie Wolford, Jr.

[Signature Page to Restricted Stock Award Agreement]



D I A M O N D
O F F S H O R E

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Diamond Offshore Names CEO

Houston, Texas – May 10, 2021 - Diamond Offshore Drilling, Inc. (“Diamond” or the “Company”) announced today that Bernie G. Wolford Jr. has been named the Company’s President and Chief Executive Officer and will also serve on the Board of Directors. Mr. Wolford succeeds Marc Edwards, who retired from the Company as Chairman, President and Chief Executive Officer on April 23, 2021 when the Company and its debtor affiliates emerged from their chapter 11 financial restructuring.

Mr. Wolford brings 40 years of industry and related experience to his leadership role at Diamond. He served as the Chief Executive Officer of Pacific Drilling S.A., from November 2018 to April 2021. From 2010 to 2018, Mr. Wolford served in senior operational roles at Noble Corporation, including five years as the company’s Senior Vice President – Operations. He began his career with Transworld Drilling Company in 1981 and has worked in numerous locations across the globe.

Mr. Wolford stated, “I am honored to be named Diamond’s CEO, and I’m excited to lead the Company in its next phase. Diamond responsibly operates valuable assets, has an excellent operational and safety reputation and maintains a competitive market position. I look forward to meeting with our employees both on the rigs and in offices around the world. I am committed to working with the Board and the rest of the leadership team to ensure a seamless transition for our clients and stakeholders.”

The Company also announced that on May 7, 2021, the Board of Directors elected Neal P. Goldman as the Company’s new Chairman of the Board. Mr. Goldman commented, “I am excited to work with Bernie through the company’s next chapter. Throughout his career, Bernie has demonstrated a keen ability to revitalize the organizations he leads, delivering operational and financial excellence. These skills will be critical on Diamond’s path to drive operational efficiency and achieve profitable growth, while continuing to deliver best of class value for our customers.”

ABOUT DIAMOND OFFSHORE

Diamond Offshore is a leader in offshore drilling, providing innovation, thought leadership, and contract drilling services to solve complex deepwater challenges around the globe. Additional information and access to the Company’s SEC filings are available at www.diamondoffshore.com.

FORWARD-LOOKING STATEMENTS

Certain statements in this press release are forward-looking statements within the meaning of and made pursuant to the safe harbor provisions of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. In addition, Company representatives may from time to time make oral forward-looking statements. All

statements, other than statements of historical facts, are forward-looking statements. Forward-looking statements may be identified by the words “anticipate,” “believe,” “estimate,” “expect,” “intend,” “plan,” “project,” “may,” “will,” “could,” “should,” “seek” and similar expressions. Forward-looking statements reflect the Company’s current expectations and assumptions regarding its business, the economy and other future events and conditions and are based on currently available financial, economic and competitive data and the Company’s current business plans. Actual results could vary materially depending on risks and uncertainties that may affect the Company’s operations, markets, services, prices and other factors as discussed in the Risk Factors section of the Company’s filings with the SEC. While management believes the Company’s assumptions are reasonable, the Company cautions against relying on any forward-looking statements as it is very difficult to predict the impact of known factors, and it is impossible for management to anticipate all factors that could affect the Company’s actual results. Important factors that could cause actual results to differ materially from those in the forward-looking statements include the risk factors listed in the Company’s SEC filings. For a more detailed discussion of these and other risk factors, see the Risk Factors section in the Company’s most recent Annual Report on Form 10-K and the Company’s other filings made with the SEC. All forward-looking statements are expressly qualified in their entirety by this cautionary notice. The forward-looking statements made by the Company and Company representatives speak only as of the date on which they are made. Factors or events that could cause actual results to differ may emerge from time to time. The Company undertakes no obligation to publicly update or revise any forward-looking statement as a result of new information, future events or otherwise, except as otherwise required by law.