

TERM SHEET

This term sheet (the “**Term Sheet**”) signed and dated 10 January 2017 (the “**Signature Date**”) sets out the key commercial terms of a proposed settlement (the “**Settlement**”) between (1) OGX Petróleo e Gás S.A. – Em Recuperação Judicial (“**OGXPG**”); (2) Óleo e Gás Participações S.A. – Em Recuperação Judicial (“**OGPar**”, and together with OGXPG, “**OGX**”); (3) OSX Brasil S.A. – Em Recuperação Judicial, OSX Serviços Operacionais Ltda. – Em Recuperação Judicial and OSX Construção Naval S.A. – Em Recuperação Judicial (“**OSX Naval**”) (collectively “**OSX**”); (4) Nordic Trustee ASA, as the Bond Trustee for the OSX-3 Senior Secured Callable Bond Issue 2012/2015 (as amended or supplemented from time to time, the “**OSX-3 Bonds**”) and as assignee of OSX-3 Leasing BV (the “**OSX-3 Bond Trustee**”); (5) OSX-3 Leasing BV (“**OSX-3**”¹); (6) the undersigned holders of the OGX 3rd issuance of secured debentures, convertible into shares, with additional fiduciary collateral, in three series (as amended or supplemented from time to time, the “**DIP Facility**”) (together with any further holders that enter into and participate in the Settlement after the date of this Term Sheet, the “**Participating DIP Holders**”); and (7) the undersigned Incremental Facility lenders, signatories of the Export Pre-Payment Agreement dated as of June 23, 2014 (as amended or supplemented from time to time, the “**Incremental Facility**”) (the “**IF Lenders**”).

OGX, OSX, the OSX-3 Bond Trustee, OSX-3, the Participating DIP Holders and the IF Lenders are each referred to herein as a “**Party**” and collectively as the “**Parties**”. Participating DIP Holders and IF lenders may become signatories to this Term Sheet after the initial date of this Term Sheet, by signing this Term Sheet and delivering a copy of their signature page to the other Parties (or their representatives), and shall thereafter be bound by this Term Sheet with effect from the date of such delivery of their signature page and become one of the Parties.

The Parties agree to work together in good faith and use reasonable endeavours (a) to agree the definitive documentation (including additional detailed terms) required to implement the Settlement on a basis which is consistent in all material respects (unless otherwise agreed between the Parties) with this Term Sheet, and therefore, (b) to achieve Definitive Execution (as defined below), in each case on or before the Long Stop Date (as detailed herein). The Parties acknowledge and agree that this Term Sheet is limited to the key commercial terms of the Settlement, and that it will be necessary to agree additional terms within the detailed definitive legal documentation which implements and details the Settlement, and that they shall each act reasonably in seeking to agree such additional terms to the extent that (unless otherwise agreed between the Parties) such additional terms are not inconsistent in any material respect with this Term Sheet. However, the foregoing agreements shall terminate (and thereafter shall no longer continue to be in effect) in the event of a Termination Event (as detailed herein).

Given that this Term Sheet sets out only key commercial terms and remains subject to agreement of definitive legal documentation, the sole remedy for breach of this Term Sheet by any Party shall be the reimbursement of the costs and expenses by OGX as described in the Section below headed “Costs and

¹ As part of, or subsequent to, the implementation of the Settlement, the assets (and potentially certain of the liabilities) of OSX-3 Leasing BV, including the FPSO, the rights of OSX-3 under the Charter Contract, and OSX-3’s interest in NewCo and the OGXPG Shares (each as defined below) (and potentially liabilities with respect to the OSX-3 Bonds), may be transferred to one or more new entities owned by or on behalf of the holders of the OSX-3 Bonds, if and as notified to the other Parties by OSX-3 Bond Trustee and/or OSX-3, in their sole discretion. In such event, this Term Sheet and any corresponding transaction documents shall be amended, updated and/or replaced accordingly as may be required by the OSX-3 Bond Trustee and OSX-3 to reflect such changes whilst maintaining the commercial effect of the Settlement contemplated by this Term Sheet.

Expenses” and the termination of the Term Sheet (including the obligations set out in the paragraph above) as described in the Sections below headed “Termination Events” and “No Admissions”.

1. Structure of the Settlement	<p>The settlement described in this Term Sheet (“Settlement”) is comprised of four main parts:</p> <ul style="list-style-type: none">(i) the incorporation of a special purpose limited partnership entity by OSX-3, the Participating DIP Holders, and the IF Lenders (in each case excluding each Relevant PIMCO Party (as defined below)), in a jurisdiction to be chosen by mutual agreement among them, acting reasonably (“NewCo”), by the contribution of all their respective claims against OGX (as provided in Section 3 below);(ii) the Payment, Equitization of Claims (as provided in Section 4 below), which settles the various claims of OSX-3, the Participating DIP Holders and the IF Lenders against OGX with the payment in kind of shares in OGXPG (“OGXPG Shares”) and shares in Eneva S.A. (“Eneva Shares”) (“Payment, Equitization of Claims”), and certain other rights;(iii) the Rebalancing (as described and defined in Section 5(ii)(5) below) of OGXPG Shares and Eneva Shares between NewCo and each Relevant PIMCO Party (as defined below) in order to achieve the respective final pro forma fully-diluted participations agreed in this Settlement; and(iv) the distribution of OGXPG Shares and Eneva Shares by NewCo to OSX-3, the Participating DIP Holders and IF Lenders, to the extent not being retained by NewCo pursuant to the terms of the Settlement, on the basis provided for in Section 7 below (the “Distributions”).
2. Guiding Principles	<p>With regards to this Settlement, the Parties agree to observe the following:</p> <ul style="list-style-type: none">(i) <u>Implementation</u>. If the implementation of the Closing (as defined below) may be achieved in more than one manner, the Parties shall seek to reach agreement on a manner based on the costs (immediate and long term) to all Parties and the complexity of the alternatives, favouring the alternatives that present the lower cost and lower complexity for the Parties generally.(ii) <u>Taxes</u>. OGX shall be responsible for the payment (including gross up) of all taxes under Brazilian law related to the Closing including, but not limited to, all income taxes (including any capital gains and withholding tax) and

financial transaction taxes (IOF).

- (iii) ADRs. Both Eneva S.A. (“**Eneva**”) and OGXPG have set up Level 1 American Depositary Receipts programs (the “**ADR Programs**”) with the Bank of New York Mellon (“**BNYM**”), as depositary of the ADR Program, and Banco Itaú S.A., as BNYM’s share custodian in Brazil. Pursuant to the ADR Programs, Eneva Shares and OGXPG Shares may be deposited with BNYM’s share custodian in Brazil and exchanged for american depositary receipts representing american depositary shares issued by BNYM which are delivered through the Depositary Trust Company (“**ADRs**”). ADRs based on Eneva Shares pursuant to the ADR Program for Eneva are hereinafter referred to as “**Eneva ADRs**”. ADRs based on OGXPG Shares pursuant to the ADR Program for OGXPG are hereinafter referred to as “**OGXPG ADRs**”. The Rebalancing of Eneva Shares and OGXPG Shares provided for in Section 5(ii)(5) below shall be effected through the transfer of the relevant ADRs, and references to OGXPG Shares and Eneva Shares shall be construed accordingly.

3. Incorporation and Capitalisation of NewCo (see below for Operation of NewCo)

(a) Incorporation

(i) OSX-3, (ii) the Participating DIP Holders, excluding each Relevant PIMCO Party (as defined below) (the “**Non-PIMCO Participating DIP Holders**”) and (iii) the IF Lenders, excluding each Relevant PIMCO Party (as defined below) (the “**Non-PIMCO IF Lenders**”) and together with the Non-PIMCO Participating DIP Holders, the “**Non-PIMCO Participating Creditors**”) (together, as limited partners in NewCo, the “**LPs**”) shall incorporate NewCo in a jurisdiction to be chosen by mutual agreement among them, acting reasonably, which choice of jurisdiction shall take into account the need for the Rebalancing and the Distributions that are required to be made by NewCo to the LPs pursuant to the terms of the Settlement.

(b) Capitalisation

The following shall be contributed to Newco by OSX-3, the Non-PIMCO Participating DIP Holders, and the Non-PIMCO IF Lenders, in return for the respective consideration stated below.

<u>Group</u>	<u>Contribution</u>	<u>Consideration</u>
OSX-3	The OSX-3 Charter Claims (defined below) (subject to the security in favor of the OSX-3 Bond Trustee). ²	Between 44.72% and 45.79% equity-equivalent limited partnership interest in NewCo depending on how many holders of Series 3 DIP Facility have become Participating DIP Holders.
Non-PIMCO Participating DIP Holders	Any and all of their claims against OGX under and with respect to the DIP Facility as at the Closing Date, including in particular, but without limitation, the respective convertible debentures (the “ Non-PIMCO DIP Facility Claims ”).	Between 41.26% and 42.64% equity-equivalent limited partnership interest in NewCo depending on how many holders of Series 3 DIP Facility have become Participating DIP Holders.
Non-PIMCO IF Lenders	Any and all of their claims against OGX under and with respect to the Incremental Facility as at the Closing Date (which will be represented at the time of the contribution by the Austria Promissory Notes, as further described in Section 5 below) (the “ Non-PIMCO IF Claims ”).	Between 12.65% and 12.95% equity-equivalent limited partnership interest in NewCo depending on how many holders of Series 3 DIP Facility have become Participating DIP Holders.

The effective equity-equivalent limited partnership interest of each LP in NewCo will be a fraction, the numerator of which will be based on the number of OGXPG Shares to which each LP shall be notionally entitled pursuant to the Payment, Equitization of Claims but prior to the making of the Distributions (as per Schedule I of this Term Sheet) and the denominator of

² In keeping with the guiding principles set out in Section 2 above and consistent with Section 4(i) (*Payment, Equitization of Claims*) below, the final definitive documentation may provide that the OSX-3 Charter Claims are alternatively converted into OGXPG Shares and Eneva Shares and in turn contributed (in whole or in part) to NewCo, provided that each Party’s respective position immediately after the Distributions (described in section 7(iii) of this Term Sheet) is effectively the same as what their position would have been at the same point in the Settlement if the OSX-3 Charter Claims were contributed to NewCo before being equitized. Corresponding amendments to certain parts of this Term Sheet dealing with contribution of claims against OGX (including amendments to the timing of such contribution in order to minimise counterparty risk so far as possible), equitization of those claims, limited partnership interests and the distribution of equity to certain Parties may also be reflected in the final definitive documentation as required.

which will be the total number of OGXPG Shares to be owned by NewCo as per Schedule I of this Term Sheet.

The value range specified above represents the fact that it remains unknown to what extent holders of Series 3 of the DIP Facility (the “**Series 3 DIP Facility Holders**”) will participate in the Settlement. All Series 3 DIP Facility Holders will be offered the opportunity to participate in the Settlement. The lower end of the value ranges in the above table assume that all of the Series 3 DIP Facility Holders choose to participate in the Settlement, and the higher end of the range assumes that none of them choose to participate in the Settlement (those not so participating being referred to for these purposes as, the “**Hold-Outs**”). In the event that there are Hold-Outs, the Parties intend to progress with the Settlement in any event, and: (i) the equity-equivalent limited partnership interest in NewCo of OSX-3 and the Non-PIMCO Participating DIP Holders and the Non-PIMCO IF Holders, and (ii) the Rebalancing of OGXPG Shares and Eneva Shares between NewCo and the Relevant PIMCO Parties, will be adjusted depending on the quantity of Hold-Outs, in accordance with the agreed form of financial model used to prepare Schedule I, and so that the commercial agreement set forth in Section 4 of this Term Sheet is maintained. In particular, however, the number of OGXPG Shares and Eneva Shares notionally allocated within NewCo to OSX-3 and the Non-PIMCO IF Holders shall not change, and only the Non-PIMCO Participating DIP Holders shall be affected in terms of their notional allocation within NewCo of OGXPG Shares and Eneva Shares, in each case as shown in Schedule I.

OSX-3 shall be entitled to appoint an independent general partner to manage the assets and exercise the rights of NewCo (including the OGXPG Shares held by NewCo as a result of the contributions described above), such general partner to be appointed for the LPs by OSX-3, subject to the consent of the Non-PIMCO Participating DIP Holders and the Non-PIMCO IF Holders (such consent not to be unreasonably withheld or delayed) (the “**GP**”).

Each of the LPs shall contribute in cash to NewCo their pro rata share of the establishment and corporate maintenance costs of NewCo and the operating costs of the GP (to the extent not paid by OGX pursuant to the terms of this Term Sheet) subject to an aggregate cap of US\$2,000,000 per annum (“**Costs Contribution**”).

4. Payment, Equitization of Claims

As part of the Settlement:

- (i) OSX-3 Charter Claims: the OSX-3 Charter Claims shall be fully settled with the delivery of:
 - 1. OGXPG Shares representing 32.5% of the total pro-forma post restructuring amount of OGXPG Shares outstanding on a fully diluted basis;
 - 2. 1/3 of the Eneva Shares held by OGX as at the Closing Date, which shall be immediately transferred by NewCo into the

Final Escrow Account (as defined and described below); and

3. the TBMT Call Option (as defined and described below).

(ii) DIP Facility Claims: any and all claims of DIP Holders against OGX under and with respect to the DIP Facility as at the Closing Date, including in particular, but without limitation, the convertible debentures (the “**DIP Facility Claims**”) shall be fully settled with the delivery of:

1. OGXPG Shares representing 46.92% of the total pro-forma post-restructuring amount of OGXPG Shares outstanding on a fully-diluted basis; and
2. 25.02% of the Eneva Shares held by OGX as at the Closing Date.

(iii) IF Claims: any and all claims of IF Lenders against OGX under and with respect to the Incremental Facility as at the Closing Date (the “**IF Claims**”) shall be fully settled with the delivery of:

1. OGXPG Shares representing 15.58% of the total pro-forma post-restructuring amount of OGXPG Shares outstanding on a fully-diluted basis; and
2. 8.31% of the Eneva Shares held by OGX as at the Closing Date; and

For the avoidance of doubt, together, the OSX-3 Charter Claims, the DIP Facility Claims and the IF Claims shall receive in the aggregate, as at the Closing Date, 95% of the total pro-forma post-transaction issued share capital of OGXPG on a fully-diluted basis.³

5. Implementation of the Payment, Equitization of Claims

The Parties recognize that in view of certain structural and legal limitations, it will not be possible for the closing of the Payment, Equitization of Claims to occur simultaneously with OGXPG directly delivering to each of the other parties the correct amount of OGXPG Shares and Eneva Shares specified in Section 2 above. As such, the Implementation of the Payment, Equitization of Claims shall follow the principles below:

(i) Pre-Closing Matters: (a) NewCo shall be incorporated as described in Sections 1(i) and 3(a) above; and (b) immediately prior to the first step of the Closing (as described below), (1) OGXPG and OSX-3 (and to the extent required the OSX-3 Bond Trustee) shall enter into an agreement which crystallizes the OSX-3 Charter Claims and allows for them to be assigned to NewCo; and (2) the Incremental

³ The Settlement will be closed with OGXPG Shares only, unless otherwise agreed by the Parties. The final definitive documentation may provide for OGPar to merge with OGXPG and what would be the timing and terms of such merger. In such event references in this Term Sheet to OGXPG Shares and OGPar Shares shall be interpreted accordingly.

Facility shall be assigned to OGX Austria GmbH by the IF Lenders in exchange for one or more promissory notes being issued by OGX Austria GmbH and fully guaranteed by OGXPG in an aggregate principal amount equal to the then outstanding amount of the Incremental Facility (the “**Austria Promissory Notes**”)

- (ii) Steps of the Closing; Obligation to Rebalance: The Payment, Equitization of Claims shall occur in steps in the following order:
- (1) NewCo shall be capitalized by OSX-3 and the Non-PIMCO Participating Creditors as described in Section 3(b) above.
 - (2) all the Eneva Shares referred to in Section 4 above shall be delivered to NewCo by OGXPG as payment in kind of a portion of the OSX-3 Charter Claims;
 - (3) the remaining OSX-3 Charter Claims and the Austria Promissory Notes (representing the IF Claims assigned to OGX Austria GmbH) shall be used respectively by NewCo and by the Relevant PIMCO Parties to acquire certain OGXPG Shares in a capital increase to be approved by OGXPG;
 - (4) NewCo (in its capacity as holder of the Non-PIMCO DIP Facility Claims) and the Relevant PIMCO Parties (in their capacity as holders of DIP Facility Claims) will waive all remaining conditions precedent to conversion of the DIP Facility and convert the DIP Facility into 65% of the outstanding share capital of OGXPG (on a pro forma basis);
 - (5) whereas, on one hand, the Relevant PIMCO Parties will receive more than their respective portion of OGXPG Shares (relative to what should be their pro rata participation under the payment in kind provided for in Section 4 above) and, on the other hand, NewCo shall receive more than its respective portion of Eneva Shares (relative to what should be the pro rata participation attributable to NewCo’s OSX-3 Charter Claims, the Non-PIMCO DIP Facility Claims, and the Non-PIMCO IF Claims under the payment in kind provided for in Section 4 above), (i) the Relevant PIMCO Parties who are holders of DIP Facility Claims and NewCo shall exchange OGXPG ADRs representing the excess OGXPG Shares held by the Relevant PIMCO Parties with Eneva ADRs representing a portion of the excess Eneva Shares held by NewCo, and (ii) NewCo shall transfer the balance of the excess OGXPG Shares and Eneva Shares held by NewCo (in the form of OGXPG ADRs and Eneva ADRs) to the Relevant PIMCO Parties who are holders of the IF Claims (together, the “**Rebalancing**”).

The pro-forma calculation of the OGXPG Shares and Eneva Shares to

be received and exchanged (including with respect to the Rebalancing) in each of these steps is to be calculated in accordance with Schedule I.

As described in Section 3 above, based on the actual level of (or absence of) Hold-Outs, the number of OGXPG Shares and Eneva Shares issued to NewCo (and notionally allocated therein to OSX-3, the Non-PIMCO Participating DIP Holders and the Non-PIMCO IF Holders), and to the Relevant PIMCO Parties, and the Rebalancing of OGXPG Shares and Eneva Shares between NewCo and the Relevant PIMCO Parties, will be adjusted in accordance with the agreed form of financial model used to prepare Schedule I, and so that the commercial agreement set forth in Section 4 of this Term Sheet is maintained. In particular, however, the number of OGXPG Shares and Eneva Shares notionally allocated to OSX-3 and the IF Holders shall not change, and only the Participating DIP Holders shall be affected in terms of their notional allocation of OGXPG Shares and Eneva Shares, in each case as shown in Schedule I.

(iii) Settlement Amounts. For purposes of the Payment, Equitization of Claims, the Parties have agreed that:

- (1) the settlement of the OSX-3 Charter Claims shall represent all amounts owing to OSX-3 as charter-hire by OGX under and with respect to the Charter Contract as at the Closing Date, and, if applicable, through to such later date and/or in such fixed amount as OSX-3 and OGX may agree, also taking into account and in consideration of OSX-3's agreement to the amendments to the Charter Contract contemplated by Section 10 below, provided that such settlement shall not limit or prejudice (A) OSX-3's future rights under the Charter Contract after Closing (other than with respect to the payment of charterhire which - save for the Excess Payments provided for in Section 11 below - shall be finally determined as provided under the Settlement irrespective of when the Charter Contract is terminated, or (B) the OSX-3 Bond Trustee's rights with respect to the Charter Contract; and in particular (but without limitation) shall not limit or prejudice in each case the right to terminate the Charter Contract without penalty at any time;
- (2) the IF Claims shall be all amounts outstanding under and with respect to the Incremental Facility; and
- (3) the DIP Facility shall be converted in accordance with its terms (i.e., only the principal amount shall be considered for the purposes of conversion).

(iv) OGXPG Share amalgamation. Within a commercially reasonable period after all OGXPG Shares have been issued to the relevant

Parties in accordance with the Payment, Equitization of Claims, OGXPG shall approve and implement a pro rata amalgamation of all OGXPG Shares, such amalgamation to target a price per OGXPG Share of between R\$10.00 and R\$20.00.

6. PIMCO

No fund or account managed or controlled by Pacific Investment Management Company, LLC which is an IF Lender or Participating DIP Lender (each a “**Relevant PIMCO Party**”) shall be required to make the contribution to NewCo of its respective IF Claim or DIP Facility Claim which is contemplated above. Instead, the Relevant PIMCO Parties have agreed to hold and retain directly, as at the Closing Date, on the basis of the Lock-Up Agreement described below, between 14.59% and 14.81% of the OGXPG Shares outstanding on a fully diluted basis (or OGXPG ADRs in relation thereto)⁴, which it legally or beneficially, and whether directly or indirectly, and whether or not via OGXPG ADRs, owns, or controls at the time of, or as a result of, Closing (the “**Relevant OGXPG Shares**”). The final number of Relevant OGXPG Shares shall be a percentage of the OGXPG Shares which the Relevant PIMCO Parties are entitled to receive under the Settlement as contemplated by Section 4 above, where that percentage is equal to the percentage of OGXPG Shares that the LPs will be entitled to receive from NewCo after the Distributions have occurred (for the avoidance of doubt, excluding the number of OGXPG Shares subject to the Distributions), relative to the total number of OGXPG Shares they shall be entitled to receive pursuant to this Settlement as contemplated by Section 4 above.

The Relevant OGXPG Shares shall be subject to a Lock-Up Agreement to be entered into among all Relevant PIMCO Parties and NewCo (the “**Lock-Up Agreement**”) to the effect that:

- i. no Relevant Pimco Party shall sell, transfer or otherwise dispose of, whether directly or indirectly, any of the Relevant OGXPG Shares or any economic or voting interest therein, until the earlier of (A) obtaining the prior written consent of NewCo or the GP (which may be provided or withheld in the sole discretion of NewCo and the GP); (B) the earlier of the time at which NewCo no longer owns any OGXPG Shares and those OGXPG Shares have been distributed to and received by the LPs or within forty five (45) days from the Redelivery; (C) the time at which the dissolution of NewCo has occurred and any OGXPG Shares owned by NewCo have been distributed to and received by the LPs; (D) the completion of the relevant transaction following and relating to an exercise of the TBMT Call Option (as defined and described below) (provided that if the transaction will involve Redelivery followed by, or in any event, the dissolution of NewCo, then (if later than the aforesaid completion) the earlier of the time at which the dissolution of NewCo has occurred and any OGXPG Shares owned by NewCo have been distributed to and

⁴ The final amount will depend on how many holders of Series 3 DIP Facility have become DIP Participating Holders

received by the LPs or within forty five (45) days from the Redelivery); or (E) three (3) years from the date of receipt of all of their OGXPG Shares pursuant to the Settlement; provided, however, that any Relevant PIMCO Party may (i) freely transfer any Relevant OGXPG Shares (X) to NewCo, or (Y) to any other person or entity that agrees to be bound by the Lock-Up Agreement, and (ii) freely transfer any Relevant OGXPG Shares to any other relevant PIMCO Party, if it does not reduce the aggregate amount of Relevant OGXPG Shares held by the Relevant PIMCO Parties at the time of or as a result of Closing (after taking into account any Relevant OGXPG Shares transferred pursuant to sub-paragraph (i) of this proviso immediately above); and

- ii. at any shareholders' meeting of OGX or in any other corporate action with respect to OGX in which NewCo participates as a shareholder of OGX, and unless NewCo or the GP agree otherwise in writing, the Relevant PIMCO Parties will either (i) vote, resolve or otherwise act with respect to the Relevant OGXPG Shares in the same way as NewCo shall vote, resolve or otherwise act with respect to its own OGXPG Shares, or (ii) otherwise abstain from so voting, resolving or acting.

7. Distribution of Assets by NewCo; Dissolution of NewCo

Immediately after Closing (and, for the avoidance of doubt, after completion of the Exchange), NewCo shall:

- (i) transfer 50% of the Eneva Shares received by NewCo (as set forth in Sections 4 and 5 above) to the Final Escrow Account (as defined below), on behalf of OSX-3; such transfer will be considered a distribution made to OSX-3 in its capacity as LP⁵;
- (ii) distribute the remaining Eneva Shares held by NewCo (as set forth in Sections 4 and 5 above and after giving effect to the Rebalancing and the distribution referred to in 7(i) above) to the Non-PIMCO Participating DIP Holders and the Non-PIMCO IF Holders pro rata to the Non-PIMCO DIP Facility Claims and Non-PIMCO IF Claims that each of them contributed to NewCo (as set forth in Section 3 above);
- (iii) reserve a number of OGXPG Shares received by NewCo (as set forth in Sections 4 and 5 above) equivalent to 47.5% of the voting capital stock of OGXPG, and distribute the remaining OGXPG Shares to OSX-3, the Non-PIMCO Participating DIP Holders and the Non-PIMCO IF Lenders according to their respective equity-equivalent limited partnership interests in NewCo.

Following the OSX-3 FPSO (the “Vessel”) being redelivered to OSX-3 in compliance with the Charter Contract (as amended pursuant to the Settlement)

⁵ Alternatively, NewCo may distribute to OSX-3, which would subsequently deposit the shares in escrow.

outside of Brazilian territorial waters (“**Redelivery**”), NewCo shall be dissolved and all of the assets of NewCo (including the OGXPG Shares held by NewCo) will be distributed to the LPs pro rata to their equity-equivalent limited partnership interests in NewCo, after payment in full of all liabilities of the NewCo.

For the avoidance of doubt, the calculation of distributions to be made in each step provided herein is attached hereto as Schedule II.

8. Eneva Shares

On July 14, 2016, OGX and the OSX-3 Bond Trustee filed a joint stipulation before the court presiding over the OSX-3 Enforcement Action (as defined below) authorizing (i) OGX's contribution of all the shares in Parnaíba Gas Natural S.A. held by OGX at the relevant time (the “**PGN Shares**”) to the capital of Eneva S.A. (“**Eneva**”) in exchange for 1,487,541,263 shares in Eneva (if the Cambuhy Deal – as defined below – is implemented prior to such exchange) or 1,565,832,908 shares in Eneva (if the Cambuhy Deal – as defined below – is not implemented prior to such exchange) (the “**Eneva Transaction**”) and (ii) the sale by OGX of 12,286,433 PGN Shares (or the shares in Eneva exchanged for such PGN Shares) to Cambuhy I Fundo de Investimento em Participações for a purchase price of R\$ 10 million (the “**Cambuhy Deal**”).

On July 14, 2016, the Eneva Transaction and the Cambuhy Deal have simultaneously closed and OGX is the current owner of 14,875,412 shares in Eneva (after giving effect to a reverse stock split approved by Eneva) (the “**Eneva Shares**”)

Except for the Cambuhy Deal, until the earlier of (i) the Closing Date, (ii) the judgment with prejudice by the Court of Appeals of Rio de Janeiro of an appeal eventually filed by Nordic in the OSX-3 Enforcement Action (as defined below) seeking the attachment of the Eneva Shares (in case such an attachment is not granted by the lower court), or (iii) the occurrence of the 18-month lock-up period counted from July 25, 2016, OGX will not sell, encumber, transfer or dispose by any means the Eneva Shares, as the case may be.

9. Operation of NewCo

The GP shall manage the assets of NewCo in the best interests of all of the LPs equally, with a view to maximizing the value of the assets of NewCo, with key decisions being referred to a vote requiring the approval of LPs holding in aggregate not less than 66.67% by value of the limited partnership interests in NewCo, save as provided below. The organizational documents of NewCo shall provide for customary information rights and may also include a super-majority decision/consent threshold for material matters, such as corporate transactions and incurrence of indebtedness.

To the extent that OGX is required to obtain direct consent from NewCo GP (as a contractual matter rather than in NewCo’s general capacity as a holder of OGXPG Shares) with respect to any actions to be taken by OGX in relation to the spending of capex by OGX on or in relation to TMBT in excess of US\$ 5m in aggregate, and the exercise of that consent is provided following

NewCo seeking formal consent from a particular required threshold amount of the LPs, then the OGXPG Shares held by the Relevant PIMCO Parties which are subject to the Lock-Up Agreement shall vote alongside and be included in the denominator for establishing whether the requisite consent threshold for the LPs has been obtained, as if the Relevant PIMCO Parties were themselves also LPs.

10. Charter Contract

As stated above, all claims of OSX-3 for charter rates and other amounts owed under the Amended and Restated Bare Boat Charter Agreement in respect of the Vessel, dated September 12, 2014 (the “**Charter Contract**”) as at the Closing Date, and, if applicable, through to such later date and/or in such fixed amount as OSX-3 and OGX may agree, also taking into account and in consideration of OSX-3’s agreement to the amendments to the Charter Contract contemplated immediately below, and, irrespective of when the Charter Contract is terminated (the “**OSX-3 Charter Claims**”), shall be settled as described in section 4 (*Payment, Equitisation of Claims*) of this Term Sheet (subject always to security in favour of the OSX-3 Bond Trustee), provided that such settlement shall not limit or prejudice (A) OSX-3’s future rights under the Charter Contract after Closing other than with respect to the payment of charterhire which (save for the Excess Payments provided for in Section 11 below) shall be finally determined as provided under the Settlement irrespective of when the Charter Contract is terminated, or (B) the OSX-3 Bond Trustee’s rights with respect to the Charter Contract, and in particular (but without limitation) shall not limit or prejudice in each case the right to terminate the Charter Contract without penalty at any time.

The Charter Contract shall thereafter be amended, inter alia, such that:

- OGX shall have the right to continue to use the Vessel until the date of termination of the Charter Contract without payment of any charter rates, other than the Excess Payments provided for in Section 11 below (irrespective of when the Charter Contract is terminated);
- OGX shall provide full physical access to the Vessel to OSX-3 as it shall require, including for inspections by prospective purchasers or replacement charter-parties;
- OGX shall maintain and continue to update a full action plan for the disconnection and redelivery of the Vessel, and shall consult with OSX-3’s representatives regarding the implementation of such plans, and provide full and open access to such representatives regarding the status and implementation of such plans;
- OSX-3 or the OSX-3 Bond Trustee shall be entitled to terminate the Charter Contract without penalty at any time upon written notice to OGX for any reason, and to require redelivery of the Vessel to OSX-3 (the “**Redelivery Notice**”);
- OGX shall be entitled to terminate the Charter Contract without penalty at any time upon 240 days’ written notice to OSX-3 (the

“OGX Redelivery Notice”);

- Without limitation of NewCo's financial obligations with respect to the NewCo Disconnection Financial Commitment (as defined below), OGX shall be fully responsible for the following redelivery obligations (the **“Redelivery Obligations”**):
 - within 5 business days of the date of receipt of the Redelivery Notice or OGX Redelivery Notice, to file a request with ANP requesting the stop of oil production in the Tubarão Martelo field (**“TMBT”**) and the abandonment of TBMT;
 - redelivering the Vessel to OSX-3 (or to another entity as directed by OSX-3 or the OSX-3 Bond Trustee) within the date which is the earlier of:
 - 120 days after the date on which ANP approves the stop of oil production in the Tubarão Martelo field and the abandonment of the field; and
 - 240 days after the date of the Redelivery Notice or OGX Redelivery Notice(the date on which redelivery occurs being, the **“Redelivery Date”**);
 - disconnecting and demobilizing the Vessel so as to redeliver the Vessel to OSX-3 (or to another entity as directed by OSX-3 or the OSX-3 Bond Trustee) on the Redelivery Date, free and clear of any (i) encumbrances (save for the mortgage over the Vessel in favour of the OSX-3 Bond Trustee and/or liens that were not created by or as a result of actions or omissions of OGX), and (ii) claims of OGX or other persons arising out of the use of the Vessel by OGX;
 - the exportation of the Vessel from TBMT (this obligation shall include being fully responsible for complying with any requirements of any governmental authority in connection with the re-exportation of the Vessel or the placement of the Vessel on another oil field in Brazilian waters). OGX shall provide powers of attorney to OSX-3 and the OSX-3 Bond Trustee or their representative or nominees to perform any actions or provide any documents that are required in this regard; and
 - providing such documentation and taking such steps as are required by OSX-3 or the OSX-3 Bond Trustee with respect to the REPETRO regime.

- To the extent not already in hand, OGX shall provide (and ensure that OSX-3 and the OSX-3 Bond Trustee remain up to date with) all technical and other documentation required for the operation of the Vessel or that may be required by an alternative charterer or purchaser of the Vessel;
- Upon the Redelivery Date, the Charter Contract and all related agreements shall be automatically and immediately cease to apply, save for any unsatisfied outstanding or contingent obligations thereunder (and otherwise without need for any notice or other formality (*de pleno jure*));
- If OGX fails to satisfy the Redelivery Obligations, (a) OSX-3 and/or the OSX-3 Bond Trustee shall have the right to take immediate possession (“*reintegacao na posse*”) of the Vessel, and (b) a liquidated damages sum of US\$100 million shall become immediately due and payable from OGX to OSX-3 (subject to the security in favour of the OSX-3 Bond Trustee) (the “**Liquidated Damages Sum**”) to compensate OSX-3 for the costs, time and administrative expenses that it will incur in relation to the disconnection, demobilization and exportation of the Vessel from TBMT and the loss that it will suffer as a result of the delayed redelivery. The Liquidated Damages Sum shall bear interest at an initial interest rate of 10% per annum (which interest rate shall increase by an additional 1% per annum every 60 days) until full compliance with the Redelivery Obligations;
- OGX shall provide and pay for all insurance and maintenance of the Vessel in accordance with the Charter Contract (including paying the costs of the H&M and War insurance currently being paid for by or on behalf of OSX-3) until the Redelivery Date, at OGX’s cost and expense; and
- During the charter period, OGX shall provide and report to OSX-3 and the OSX-3 Bond Trustee:
 - on a weekly basis, the daily production at TBMT;
 - on a weekly basis, its rolling 13 week cash flow; and
 - on a monthly basis, the revenues received by OGX in the prior month from the sale of any cargo(es) from TMBT.⁶

In addition, NewCo shall provide a guarantee to OSX-3 (which shall be subject to security in favour of the OSX-3 Bond Trustee) of OGX’s obligations under the Charter Contract (including with respect to the Redelivery Obligations), which guarantee obligation shall be fully secured

⁶ Additional reasonable information requirements relevant to implementation of the Settlement and/or operation of the Vessel/Charter Contract may be included in the definitive legal documentation.

over all of the assets of NewCo on a first priority senior basis.

As from the Definitive Execution Date, OGX will pay (i) all insurance costs incurred by or on behalf of OSX-3 in connection with the Vessel, (ii) fees, costs and expenses (if any) incurred by OSX-3 in connection with the operation of the Vessel, and (iii) subject to an annual cap of US\$1,500,000 operational, legal and professional fees reasonably incurred by OSX-3 in connection with or related to the Charter Contract.

11. Tubarão Martelo Field

- OGX shall retain ownership of TBMT. As a condition precedent to Closing, OGX shall agree with OSX-3 and the OSX-3 Bond Trustee and obtain written approval from ANP of, the *Programa de Desativação de Instalações* with respect to TBMT and the Vessel ("**Disconnection Plan**") and the *Garantia de Desativação e Abandono do Campo* ("**Decommissioning Collateral**") on terms acceptable to OSX-3 and the OSX-3 Bond Trustee, and any other authorization or approval as may be determined by ANP as being required for the stop of oil production, abandonment of TBMT and the disconnection of the Vessel from TBMT, and for OGX to generally and fully comply with the Redelivery Obligations without further approval from ANP.
- OGX shall be responsible (including as to the costs thereof) for the decommissioning of TBMT and shall hold OSX-3 harmless for any cost or expense incurred in connection therewith to the extent such cost and expense is not covered by amounts standing to the credit of the Existing ANP Account or the Escrow Accounts.⁷
- OGX shall not incur any capital expenditure on or in relation to TBMT in excess of US\$5m in aggregate from time to time without the prior written consent of NewCo (acting by its GP and with the consent of LPs holding in aggregate not less than 66.67% by value of the limited partnership interests in NewCo).
- With respect to the gross revenues from the sale of oil produced at TBMT as from 1 July 2016 after the payment of existing obligations with respect to royalties ("**Revenues**"), and until such time as the Target Escrow Amount has been reached:
 - i. 10% of the Revenues shall be placed into the applicable Escrow Account;
 - ii. To the extent that Revenues from a sale of oil exceed the Revenue Threshold (as defined below), then 1/3 of such excess shall be allocated to each of the following pro rata

⁷ References in this Term Sheet to the "**Escrow Account**" or "**Escrow Accounts**" shall be construed to be a reference to the Interim Escrow Account or the Final Escrow Account (in each case as defined and described in Section 12 (*Escrow arrangements*) below) as applicable.

(the “**Excess Payments**”):

- the applicable Escrow Account;
 - OSX-3 as payment of charter hire under the Charter Contract; and
 - the working capital requirements of OGX (including payment of trade suppliers).
- For purposes of this Term Sheet, “**Revenue Threshold**” means US\$8m, after giving effect to the payment into the applicable Escrow Account described above (i.e., 10% of the Revenues placed in the applicable Escrow Account), considering a period of 30 days of production. The Revenue Threshold will be adjusted proportionally if it relates to a sale of oil for a production period of less or more than 30 days (for example, if a sale of oil covers a 45 days of production, the Revenue Threshold will be adjusted to US\$12m (US\$8m + US\$4m) and therefore, any Revenues exceeding US\$12m will be distributed as described immediately above). OGX will be required to inform OSX-3 and the OSX-3 Bond Trustee at every sale of oil, the period of production covered by such sale, the production per day for such period – as informed to the ANP or the market – and provide a copy of the invoice.
 - OGX shall pay into the Interim Escrow Account (as defined and described in Section 12 below):
 - i. on the Signature Date (pending the occurrence of Closing), any amounts payable into an Escrow Account under this Term Sheet calculated by reference to the Revenues from and including 1 July 2016 to and including the Signature Date,;
 - ii. between the Signature Date and the Definitive Execution Date (unless and until a Termination Event occurs), any amounts payable into an Escrow Account under this Term Sheet as and when such amounts become payable in accordance with this Term Sheet.
 - As from the Definitive Execution Date, all amounts payable into an Escrow Account under this Term Sheet shall be paid into the Final Escrow Account (as defined and described in Section 12 below) as and when such amounts become payable in accordance with this Term Sheet.
 - Pending the occurrence of Closing, on the Signature Date, OGX will make an Excess Payment (to the extent applicable) to OSX-3 calculated by reference to the Revenues from and including 1 July 2016 to and including the Signature Date. On the Closing Date, OGX

will make an Excess Payment (to the extent applicable) to OSX-3 calculated by reference to the Revenues from the Signature Date to and including the Closing Date (for the avoidance of doubt, OGX will not be required to make any Excess Payments to OSX-3 between the Signature Date and the Closing Date). As from the Closing Date, OGX will make Excess Payments (to the extent applicable) to OSX-3 as and when such amounts become payable in accordance with this Term Sheet.

- OSX-3 will also be granted as part of the Settlement (which shall be subject to security in favour of, and exercisable at any time by the OSX-3 Bond Trustee) a transferable option (the “**TBMT Call Option**”), which shall exist until the Redelivery Obligations have been fully satisfied, to acquire or transfer to a nominee or third party (subject always to the requisite approval of ANP and any other required third party consents (which the parties shall work in good faith to obtain)) all of OGX’s rights and interest in TBMT for the higher of (i) US\$1.00 or (ii) the aggregate amount of TBMT capital expenditure actually incurred by OGX solely in relation to physical disconnection of the Vessel following service of a Redelivery Notice by OSX-3 or the OSX-3 Bond Trustee or the date of the OGX Redelivery Notice. See above regarding release of funds from the Escrow Accounts upon transaction completion following exercise of TMBT Call Option.
- The Eneva Shares transferred to OSX-3 under and as described in the section above headed “*Payment, Equitization of Claims*” will be transferred to the Final Escrow Account as security for the payment of (to the extent these costs are not paid for by OGX) (i) firstly, any costs associated with the disconnection of the Vessel from TBMT, and its redelivery to OSX-3 (or to another entity as directed by OSX-3 or the OSX-3 Bond Trustee); and (ii) (to the extent not required under (i)) secondly, towards meeting any cost of the abandonment of TBMT (the “**NewCo Disconnection Financial Commitment**”). The Eneva Shares may be monetized by NewCo at any time in its sole discretion provided that the funds resulting from such realization are placed into the Final Escrow Account.
- Upon transaction completion following the exercise of the TBMT Call Option, OSX-3 (or its nominee or the third party transferee) shall be responsible for all fees, costs and expenses related to the Vessel, including but not limited to insurance and labor costs (including any severance costs).

12. Escrow Arrangements

(a) Amendment of Existing ANP Escrow Agreement

On or before the Signature Date, OGXPG shall amend (on terms satisfactory to OSX-3 and the OSX-3 Bond Trustee) the *Contrato de Caução* dated 28 September 2016 between OGXPX and Banco BTG Pactual S.A. (the “**Existing ANP Escrow Agreement**”) to the effect that

(until the Redelivery Obligations have been discharged, released or otherwise satisfied in full) no funds may be transferred out of the bank account the subject of the Existing ANP Escrow Agreement (the “**Existing ANP Account**”) to any person (other than the ANP), and exclusively with respect to the Disconnection Plan, without the prior written consent of OSX-3 and the OSX-3 Bond Trustee.

(b) Establishment of Interim Escrow Account

On or before the Signature Date, OGX and OSX-3 shall establish an interim escrow account or equivalent structure on terms and in a jurisdiction satisfactory to OSX-3 and the OSX-3 Bond Trustee (the “**Interim Escrow Account**”), into which all amounts payable into the Interim Escrow Account as set out in Section 11 (*Tubarão Martelo Field*) above shall be deposited.⁸

(c) Establishment of Final Escrow Account

On or before the Definitive Execution Date, OGX and OSX-3 shall establish an escrow account (or two escrow accounts, to the extent that the escrow amount for the abandonment of TBMT may be segregated in a different account) or equivalent structure on terms and in a jurisdiction satisfactory to OSX-3 and the OSX-3 Bond Trustee (the “**Final Escrow Account**”).

(d) Application of funds held in escrow

(i) The aggregate funds (or other assets placed in escrow, such as Eneva Shares transferred to NewCo under and as described in Section 4 (*Payment, Equitization of Claims*) above) held in the Escrow Accounts from time to time (the “**Escrow Funds**”) up to a maximum amount representing the costs of decommissioning as set forth in the Disconnection Plan plus the amount of the Decommissioning Collateral (together, such amount being the “**Target Escrow Amount**”) shall be used for the following purposes in the order of priority listed:

A. meeting the costs of disconnection and redelivery of the Vessel or otherwise as required under the Redelivery Obligations, as required by OSX-3; then

B. (to the extent not required for the foregoing) abandonment of TBMT, as required by ANP.

(ii) The escrow agreements in respect of the Escrow Accounts shall provide, among other things, that (until the Redelivery Obligations have been discharged, released or otherwise satisfied in full) no funds may be transferred out of the Escrow Accounts

⁸ The Parties may agree in the definitive documentation that the Interim Escrow Account shall be the Final Escrow Account (or one of them, to the extent that multiple escrow accounts are established).

to any person (other than the ANP), and exclusively with respect to the Disconnection Plan, without the prior written consent of OSX-3 and the OSX-3 Bond Trustee.

- (iii) Any funds or assets standing to the credit of the Existing ANP Account or the Escrow Accounts (as the case may be) shall be returned to OGX upon the earlier of (A) all obligations and liabilities (including, for the avoidance of doubt, contingent obligations such as the Redelivery Obligations) of OGX relating to the Vessel and TBMT having been discharged, released or otherwise satisfied in full, or (B) completion of the relevant transaction following and relating to an exercise of the TBMT Call Option on the terms set out (and as defined and described) above.

13. BS-4

- OGX shall retain ownership of its participation interest in BS-4, save as provided below.
- OGX shall be entitled to sell all or any part of its participation interest in BS-4:
 - i. if the Escrow Funds at that time are equal to or greater than the Target Escrow Amount; or
 - ii. if the sale is for cash only for a purchase price (net of transaction costs) which is equal to or higher than the amount representing the difference at the relevant time between the amount of the Escrow Funds and the Target Escrow Amount (the “**Escrow Shortfall**”), and an amount equal to the Escrow Shortfall is contributed directly from the proceeds of the sale of the BS-4 participation to the Escrow Funds (a “**Permitted BS-4 Sale**”).
- 1/3 of the Eneva Shares shall be retained by OGX and the proceeds thereof shall be available to meet operating costs of OGX including meeting the costs of developing BS-4.
- As described above, 10% of the proportional gross revenue proceeds attributable to OGX from the sale of oil produced at BS-4 after the payment of obligations with respect to royalties shall be placed into the Escrow Fund.

14. Releases

- Upon the Closing Date (or the Definitive Execution Date if agreed by the Parties), OSX-3 and the OSX-3 Bond Trustee shall irrevocably release all claims existing as of the Closing Date relating to the Charter Contract or otherwise, against OGX, its affiliates and its creditors (including Participating DIP Holders and IF Lenders) and each officer, director, employee, agent, representative or adviser thereof (the “**OGX Released Parties**”), save for any rights and/or

claims arising out of or in connection with the Settlement and future rights under the Charter Contract. For the avoidance of doubt, no such release will apply as a result of the execution of this Term Sheet, but rather only upon execution of the definitive documents.

- Upon the Closing Date (or the Definitive Execution Date if agreed by the Parties), OGX, OSX and the Participating DIP Holders and the IF Lenders (together, the “**Relevant Lenders**”), shall irrevocably release all claims existing as at or raised prior to the Closing Date, relating to the Charter Contract, the Vessel or otherwise, against OSX-3 and its parent affiliates OSX-3 Holding BV and OSX-3 HoldCo BV and their creditors (including any holders of OSX-3 Bonds and the OSX-3 Bond Trustee), and OSX Leasing Group BV, and each officer, director, employee, administrator, agent, representative or adviser thereof (the “**OSX-3 Released Parties**”, and together with the OGX Released Parties, the “**Released Parties**”), save for any claims arising out of or in connection with the Settlement. For the avoidance of doubt, no such release will apply as a result of the execution of this Term Sheet, but rather only upon execution of the definitive documents.
- Upon the Closing Date (or the Definitive Execution Date if agreed by the Parties), the OSX-3 Bond Trustee shall irrevocably release all claims existing as of the Closing Date, and OSX-3 shall irrevocably release all ongoing claims, against OSX (including the guarantee of OSX Brasil S.A. with respect to the OSX-3 Bonds, and any other claim or rights that the OSX-3 Bonds have against OSX arising out of its judicial reorganization) and its affiliates and each officer, director, employee, agent, representative or adviser thereof (the “**OSX Released Parties**”). For the avoidance of doubt, no such release will apply as a result of the execution of this Term Sheet, but rather only upon execution of the definitive documents.
- Upon the Closing Date (or the Definitive Execution Date if agreed by the Parties), OGX, OSX, OSX-3 and the OSX-3 Bond Trustee shall enter into a settlement agreement that shall have the effect of settling all pending disputes in all jurisdictions and agreeing not to initiate new litigation (subject to the following paragraphs) which settlement agreement shall be submitted to be ratified by each of the relevant courts and/or arbitral tribunal for the pending disputes. The settlement agreement shall specify that:
 - OGX shall undertake not to bring any claim in any jurisdiction against OSX-3 or the Vessel, except in relation to an express breach of the terms of the Settlement and/any breach of the Charter Contract (as amended by the terms of the Settlement) occurring after the Closing Date, which dispute shall be subject solely to the arbitration clause in the Charter Contract,

- the OSX-3 Bond Trustee shall undertake not to bring any claim in any jurisdiction against OGX, except in relation to an express breach of the terms of the Settlement and/or Charter Contract (as amended by the terms of the Settlement) occurring after the Closing Date, which dispute shall be subject solely to the arbitration clause in the Charter Contract,
- OSX shall undertake not to bring any claim in any jurisdiction against OSX-3 or the Vessel, except in relation to an express breach of the terms of the Settlement occurring after the Closing Date,
- OSX and OGX shall undertake not to bring any claim in any jurisdiction against OSX Leasing Group BV,
- the OSX-3 Bond Trustee shall undertake not to bring any claim in any jurisdiction against OSX, except in relation to an express breach of the terms of the Settlement occurring after the Closing Date,
- OSX-3 and the OSX-3 Bond Trustee shall withdraw and cease all pending litigation against all OGX Released Parties and OSX Released Parties; and
- OGX and the Relevant Lenders and OSX shall withdraw and cease all pending litigation against all OSX-3 Released Parties.

For the avoidance of doubt, no such settlement will apply as a result of the signature of this Term Sheet, but rather only upon the Closing Date (or the Definitive Execution Date if agreed by the Parties), but OGX, OSX, OSX-3 and the OSX-3 Bond Trustee shall together seek to effect as quickly as possible a temporary stay of all such disputes pending the execution of the definitive documents.

15. Required Approvals

- All Parties have obtained all required corporate approvals to the terms and conditions of this Term Sheet. In addition:
- OSX 3 Holding BV, OSX 3 HoldCo BV and OSX Leasing Group BV shall be required to approve and agree with the terms and conditions of this Term Sheet.
- The OSX-3 Bond Trustee will obtain all requisite approval of the holders of OSX-3 Bonds in whichever form will be binding upon 100% of the OSX-3 Bonds.
- At the request of OGX, the DIP Trustee will obtain all requisite approval of the holders of the DIP Facility for the conversion of the DIP Facility into shares of OGXPG in whichever form will be binding

upon 100% of the DIP Facility.

- At the request of OGX, the Incremental Trustee will obtain all requisite approval of the holders of the IF Facility for the conversion and payment (as applicable) of the IF Facility pursuant to the terms outlined in this Term Sheet in whichever form will be binding upon 100% of the holders of the IF Facility.
- OGX shall obtain the written approval of ANP to the Disconnection Plan (*Programa de Desativação de Instalações*) and the Decommissioning Collateral (*Garantia de Desativação e Abandono do Campo*) on terms acceptable to OSX-3 and the OSX-3 Bond Trustee, and any other authorization or approval as may be determined by ANP as required for the disconnection of the Vessel from TBMT and to generally and fully comply with the Redelivery Obligations.
- OGX shall obtain the antitrust approval of the transaction set forth in this Term Sheet, to the extent necessary.

16. Conditions Precedent for the occurrence of the Definitive Documentation Date⁹

- No Termination Event shall have occurred.
- All Required Approvals have been obtained.
- OGX have obtained written approval by the ANP to the Disconnection Plan (*Programa de Desativação de Instalações*) and the Decommissioning Collateral (*Garantia de Desativação e Abandono do Campo*) on terms acceptable to OSX-3 and the OSX-3 Bond Trustee, and any other authorization or approval as may be determined by ANP as required for the disconnection of the Vessel from TBMT and to generally and fully comply with the Redelivery Obligations.
- A meeting of holders of the DIP Facility shall have been called and held with the purpose of giving every holder of the DIP Facility the opportunity to execute this Term Sheet and enter into the Settlement Agreement as Participating DIP Holders.
- A financial plan satisfactory to OSX-3, the OSX-3 Bond Trustee, IF Lenders and Participating DIP Lenders as to how OGX will meet the costs involved in restarting production at TBMT and complying with the Redelivery Obligations.
- A business plan for OGX which is satisfactory to OSX-3, the OSX-3 Bond Trustee, IF Lenders and Participating DIP Lenders.
- OGX's judicial reorganization has not been dismissed or converted into a bankruptcy liquidation (*falência*) by the 4th Lower Corporate

⁹ It is possible that further CPs may be agreed between the Parties as part of the definitive legal documentation.

Court in Rio de Janeiro, Brazil pursuant to applicable provisions of Law No. 11.101/2005, regardless of the existence of appeals filed by any interested party challenging the adjudication of the bankruptcy liquidation of OGX, OGPar, OGX Austria GmbH and/or OGX International GmbH.

- No court has issued an order or decision making illegal or otherwise restricting, staying, modifying the terms of, preventing or prohibiting the implementation of this Settlement; or declaring any provision of the Settlement to be illegal, invalid or unenforceable.
- All documentation with respect to OSX-3 and the Vessel required by OSX-3 and the OSX-3 Bond Trustee has been delivered to OSX-3.
- Litigation between OSX-3 Bond Trustee and OSX and its subsidiaries has been fully withdrawn or settled to the satisfaction of the OSX-3 Bond Trustee.

17. Closing, Execution, Longstop Date and Termination Events

- Execution of the final definitive legal documentation to effect the Settlement (the date of such execution being, the “**Definitive Execution Date**”) is targeted to occur by 31 March 2017, but shall in any event occur on or before 30 April 2017 (the “**Longstop Date**”).
- It is expected that closing of each the various aspects of the Settlement pursuant to the definitive legal documentation (“**Closing**”, and the Closing Date being, the “**Closing Date**”) will occur later than the Definitive Execution Date, on the basis provided for in the final definitive legal documentation, taking into account this Term Sheet.
- This Term Sheet shall terminate as provided below in the event of the occurrence of any of the following events (each a “**Termination Event**”):
 - By any Party that is already a signatory to this Term Sheet, upon notice in writing (including email) by that Party (or its legal advisers) to each other Party (or their legal advisers), if holders of at least 100% of Series 1 and 2 of the DIP Facility and 100% of the IF Lenders have not signed this Term Sheet within 30 days after (and including) the date of this Term Sheet.
 - Upon notice in writing (including email) by any Party (or their legal advisers) to each other Party (or their legal advisers) in the event of any of the following events or circumstances:
 - material breach of this Term Sheet or the Settlement by any of the Parties prior to the Closing Date (and, for the avoidance of doubt, non-payment of any amount required to be paid under this Term Sheet shall constitute a material breach of this Term Sheet);

- if any of the Conditions Precedent becomes incapable of satisfaction;
 - if the Settlement becomes incapable of completion; or
 - if the Definitive Execution Date has not occurred by (and including the date of) the Longstop Date.
- Should this Term Sheet be terminated as result of the occurrence of a Termination Event, the Parties will be fully released from the terms and conditions of this Term Sheet, and shall be entitled to enforce all of their rights and remedies to the fullest extent, including but not limited to the rights of the Participating DIP Holders, IF Lenders, OSX-3 and the OSX-3 Bondholders to collect under their claims and to request the bankruptcy (*falência*) of OGXPG and/or OGPar, as the case may be, which rights and remedies are all hereby fully reserved, and OGXPG and OGPar shall not be entitled to rely on the existence of this Term Sheet in its defence in any legal proceedings.

18. Costs and Expenses

- On the Signature Date (if not already occurred) OGX shall reimburse to the OSX-3 Bond Trustee US\$1,000,000 of historical insurances paid by or on behalf of OSX-3 towards insurance of the Vessel.
- OGX will reimburse the reasonable fees, costs and expenses incurred by OSX-3 and the OSX-3 Bond Trustee in connection with the negotiation and implementation of this Term Sheet:
 - on the Signature Date, for the period from 1 August 2016 to the Signature Date; and
 - as from the Signature Date until Closing (unless and until a Termination Event occurs), on a monthly basis,
 subject to an aggregate cap of US\$1,225,000.
- To the extent not covered by the foregoing, OGX will meet any additional reasonable costs of incorporation and establishment of the NewCo up to an aggregate cap of US\$350,000
- Without limitation to its obligations under the Charter Contract, OGX will pay on the Definitive Execution Date all insurances with respect to the Vessel (including, without limitation) reimbursing or paying on behalf of OSX-3 all premia and brokerage fees with respect to the Hull & Machinery and War & Risks insurance) due in the period from 1 August 2016 to the Definitive Execution Date.
- OGX will reimburse the reasonable fees, costs and expenses incurred by the Participating DIP Holders and the IF Lenders in connection with the negotiation and implementation of this Term Sheet:

	<ul style="list-style-type: none"> ○ on the Signature Date, for the period from 1 August 2016 to the Signature Date; and ○ as from the Signature Date until Closing (unless and until a Termination Event occurs), on a monthly basis, <p>subject to an aggregate cap of US\$1,225,000.</p>
<p>19. Governing Law</p>	<ul style="list-style-type: none"> • This Term Sheet shall be governed by the laws of England and any disputes relating to this Term Sheet shall be subject to the exclusive jurisdiction of the English courts.
<p>20. No Admissions</p>	<ul style="list-style-type: none"> • If the Settlement is not consummated, including if this Term Sheet is terminated as a result of a Termination Event, this then nothing in this Term Sheet, or any draft documents relating hereto, or in any negotiations, proceedings, or correspondence in connection herewith shall alter the rights of the Parties which shall be fully reserved, or be used as an admission or as evidence on the merits of the underlying disputes by any Party, except (to the extent permitted by applicable evidentiary rules) to enforce the terms of any final, fully executed Settlement agreement.
<p>21. Indicative Step Plan</p>	<ul style="list-style-type: none"> • Following the Signature Date, immediate stay of (i) the OSX-3 enforcement action brought by the OSX-3 Bond Trustee against OGX (proceeding #0219172-14.2015.8.19.0001, ongoing before the 45th Civil Court of Rio de Janeiro, and respective appeals, motions and procedures) (the “OSX-3 Enforcement Action”) and the respective motion to dismiss enforcement brought by OGX against the OSX-3 Bond Trustee (proceeding #0264197-50.2015.8.19.0001, ongoing before the 45th Civil Court of Rio de Janeiro, and respective appeals, motions and procedures); (ii) the legal actions related to the review of the Vessel charter rates brought by OGX against the OSX-3 (proceedings #0504643-48.2014.8.19.0001 and 0026667-93.2015.8.19.0001, ongoing before the 23rd Civil Court of Rio de Janeiro, and respective appeals, motions and procedures); (iii) the arbitration proceedings among OGX, OSX-3 and the OSX-3 Bond Trustee related to the review of the Vessel charter rates and defaults under the Charter Contract (proceeding #LCIA Arbitration No.153060); (iv) the injunctive relief brought by OSX against the OSX-3 Bond Trustee (proceeding #0194838-13.2015.8.19.0001, ongoing before the 3rd Insolvency Court of Rio de Janeiro – the OSX Reorganization Court – and respective appeals, motions and procedures); (v) the claim brought by OSX Naval against OSX-3 in the Netherlands; (vi) the declaratory action brought by OSX against the OSX-3 Bond Trustee (proceeding #0072793-07.2015.8.19.0001, ongoing before the 3rd Insolvency Court of Rio de Janeiro – the OSX Reorganization Court – and respective appeals, motions and procedures); and (vii) the substantive action brought by OSX against the OSX-3 Bond Trustee to deposit the Vessel into court custody for future sale process (proceeding #0253132-58.2015.8.19.0001,

ongoing before the 3rd Insolvency Court of Rio de Janeiro – the OSX Reorganization Court – and respective appeals, motions and procedures);

- Following the Signature Date, immediate settlement of the legal costs payable by OGX to the OSX-3 Bond Trustee, as awarded in the Model Law recognition proceeding #5091 of 2015, in the total amount of £215,000;
- Execution of the definitive documents to include (without limitation):
 - (i) A Settlement agreement between the Parties hereto binding them to the obligations herein, including the Rebalancing;
 - (ii) An agreement between OGX, OSX-3, and the OSX-3 Bond Trustee providing for a standstill and settlement support agreement with respect to the OSX-3 Charter Claims;
 - (iii) An agreement between OSX and OSX-3 and the OSX-3 Bond Trustee providing for a standstill and settlement of litigation between them;
 - (iv) Documents effecting the releases described above;
 - (v) Amendment to the DIP Facility Standstill and Settlement Support Agreement, Assumption of Affirmative and Negative Covenants dated April 10, 2015;
 - (vi) Amendment to the Incremental Facility Standstill and Settlement Support Agreement dated April 10, 2015;
 - (vii) If required by OGX and/or OSX-3/the OSX-3 Bond Trustee, additional confirmation of support for, and obligations to effect the Settlement, from the Participating DIP Holders and the IF Lenders; and
 - (viii) Amendment to the Charter Contract.
- Obtainment of the Required Approvals and verification of the Conditions Precedent
- Closing will include, but will not be limited to, the following steps:

- (i) Transfer of the Eneva Shares to NewCo;
- (ii) OGXPG capital increases to convert and capitalize (a) the IF Claims, and (b) the OSX-3 Charter Claims, into OGXPG Shares as contemplated by the Settlement¹⁰;
- (iii) Conversion of the DIP Facility into 65% of the equity of OGXPG as contemplated by the existing Indenture and other related documents and judicial reorganization plan for OGX by all DIP Holders. Following such conversion, there will be no other claims under the DIP Facility (including without limitation all applicable premiums, interest (including default interest), ODE and fees;
- (iv) The Rebalancing between NewCo, on one side, and the PIMCO Relevant Parties, on the other side, as provided for in this Settlement;
- (v) Execution of the Lock-Up Agreement by the Relevant PIMCO Parties;
- (vi) Amalgamation of OGXPG Shares;
- (vii) Payment by OGX of Excess Payments to OSX-3.

¹⁰ For purposes of such conversion and capitalization, all USD claims will be converted into BRL using an exchange rate of USD1.00 to BRL3.50 (which is the average exchange rate for the 6-month period up to September 30, 2016). Issuance price per share is set to be BRL1.70, based on the average stock price for the 6-month period up to September 30, 2016 with a discount of approximately 8%, negotiated among the Parties.