

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 0501 OF 2008

CAUSE NO. OF 2008

IN THE MATTER OF SECTION 86 OF THE COMPANIES LAW (2007 REVISION)
AND IN THE MATTER OF TRANSOCEAN INC.
AND IN THE MATTER OF TRANSOCEAN CAYMAN LTD.

PETITION

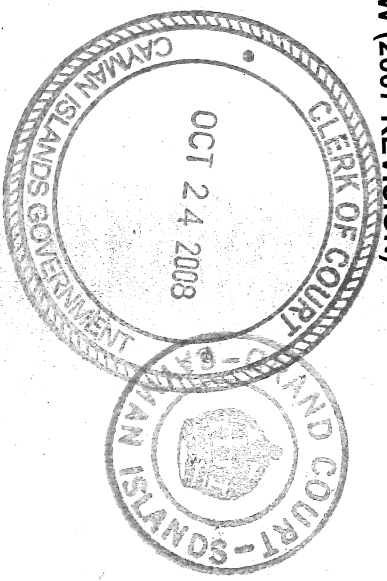
To the Grand Court of the Cayman Islands

The humble petition of Transocean Inc. ("Transocean") and Transocean Cayman Ltd. ("Transocean Acquisition") both of PO Box 10342, 70 Harbour Drive 4th Floor, George Town, Grand Cayman, Cayman Islands shows that:

1. The object of this Petition is to seek the sanction of the Court of two inter-dependent Schemes of Arrangement under Section 86 of the Companies Law (2007 Revision) (the "Law") between: (a) Transocean and the holders of ordinary shares of Transocean (the "Transocean Scheme"); and (b) Transocean Acquisition and the holder of ordinary shares of Transocean Acquisition (the "Transocean Acquisition Scheme").
2. True copies of the Transocean Scheme and the Transocean Acquisition Scheme (together, the "Schemes") are annexed to this Petition by way of Schedule.

The Petitioners

3. Transocean was incorporated with limited liability and registered by way of continuation in the Cayman Islands on 14 May 1999 as an exempted limited liability company under the Law and ascribed registered number 89645 by the Cayman Islands Registrar of Companies. Transocean was incorporated in the Cayman Islands with the name Transocean Offshore Inc. By duly executed special resolutions on 29 December 1999



8. As of 30 September 2008, 319,068,820 of the 800,000,000 Transocean Ordinary Shares of US\$0.01 each have been issued and are fully paid up or credited as fully paid up and the remainder remain unissued; and all of the 50,000,000 shares of US\$0.10 each remain unissued.

7. The present authorised share capital of Transocean is US\$13,000,000 divided into 800,000,000 Ordinary Shares of US\$0.01 nominal or par value each (the "Transocean Ordinary Shares") and 50,000,000 shares of US\$0.10 nominal or par value each.

6. Shortly after its incorporation Transocean commenced and has since continued to carry on business. Transocean acts as the ultimate holding company for a group of companies (the "Transocean Group"), which together provide offshore contract drilling services for oil and gas wells. The Transocean Group operates an extensive drilling fleet, and its primary business is to contract its drilling rigs and related equipment and work crews primarily on a dayrate basis to drill oil and gas wells. The Transocean Group specializes in technically demanding segments of the offshore drilling business with a particular focus on deepwater and harsh environment drilling services. The Transocean Group also provides additional services, including oil and gas drilling management services on either a dayrate basis or a completed-project, fixed-price (or "turnkey") basis, as well as drilling engineering and drilling project management services, and it also participates in oil and gas exploration and production activities.

5. The objects for which Transocean was established are unrestricted and Transocean has full power and authority to carry out any object not prohibited by any law as provided by section 7(4) of the Law.

4. Since being registered in the Cayman Islands, the registered office of Transocean has been situated at the offices of Walkers SPV Limited, Walker House, 87 Mary Street, George Town, Grand Cayman, KY1-9002, and (since 12 February 2007) at PO Box 10342, 70 Harbour Drive 4th Floor, George Town, Grand Cayman, Cayman Islands. Transocean's principal executive office in the United States is located at 4 Greenway Plaza, Houston, Texas 77046, USA.

Transocean changed its name to Transocean Sedco Forex Inc. and on 9 May 2002 it again changed its name to Transocean Inc.

9. Since May 28, 1993 the issued shares of Transocean and its predecessors have been listed and traded on the New York Stock Exchange (the "NYSE").
10. Transocean Acquisition was incorporated with limited liability in the Cayman Islands on 10 September 2008 as an exempted limited liability company with registered number 216908.
11. The registered office of Transocean Acquisition is located at PO Box 10342, 70 Harbour Drive, 4th Floor, George Town, Grand Cayman, Cayman Islands.
12. The objects for which Transocean Acquisition was established are unrestricted and Transocean Acquisition has full power and authority to carry out any object not prohibited by any law as provided by section 7(4) of the Law.
13. The present authorised share capital of Transocean Acquisition is US\$8,000,000 divided into 800,000,000 Ordinary Shares of US\$0.01 nominal or par value each (the "Transocean Acquisition Ordinary Shares").
14. As of the date of presentation of this Petition, 50,001 Transocean Acquisition Ordinary Shares of US\$0.01 have been issued and are fully paid up or credited as fully paid up (50,000 such shares having been issued at a subscription price of US\$1.00 per share, representing a premium to their par value) and the remainder remain unissued.
15. **Object of the Schemes**
- The object and purpose of the Schemes may be summarised as to effect the change of the place of incorporation of the parent company of Transocean and its subsidiaries from the Cayman Islands to Switzerland as contemplated by the agreement entered into by Transocean, Transocean Ltd., a Swiss corporation and a wholly-owned subsidiary of Transocean ("Transocean Switzerland"), and Transocean Acquisition (itself a wholly-owned subsidiary of Transocean Switzerland) dated as of October 9, 2008 (the "Agreement and Plan of Merger") and to constitute a separate compromise and arrangement between Transocean and its Scheme Shareholders (as defined in the Transocean Scheme) and Transocean Acquisition and its Scheme Shareholder (as defined in the Transocean Acquisition Scheme). The Agreement and Plan of Merger comprises Annex "A" to the proposed proxy statement to be sent to the holders of Transocean Ordinary Shares, and the proxy statement represents the explanatory

statement issued pursuant to Order 102, Rule 21 of the Rules of the Grand Court (the "Proxy Statement"). The proposed transaction described in the Proxy Statement is to be accomplished through the implementation of the Schemes, as is set out in further detail below.

The Transocean Acquisition Scheme

16. The purpose of the Transocean Acquisition Scheme is, in conjunction with the Transocean Scheme, to effect the merger by way of reconstruction and amalgamation of Transocean Acquisition with Transocean so that Transocean becomes a wholly-owned subsidiary of Transocean Switzerland. Transocean shall issue and allot to Transocean Switzerland one new Transocean Ordinary Share as consideration for each Transocean Switzerland Registered Share issued to Scheme Shareholders (as that term is defined in the Transocean Scheme). The Transocean Acquisition Scheme is a parallel scheme to the Transocean Scheme and one shall not become effective without the other.

17. In order to effect the merger and amalgamation of the undertakings of Transocean Acquisition and Transocean, at the Effective Time (as that term is defined in the Transocean Acquisition Scheme) Transocean shall acquire and amalgamate with its own undertaking the undertaking of Transocean Acquisition and by virtue of the Transocean Acquisition Scheme and an Order of the Grand Court made pursuant to section 87 of the Law, the following will occur simultaneously:

(a) the undertaking of Transocean Acquisition shall vest in and become the undertaking of Transocean; and

(b) Transocean Acquisition will be dissolved without winding-up and its separate legal existence shall cease for all purposes.

18. The principal features of the Transocean Acquisition Scheme are that at the Effective Time in consideration of the rights of the Scheme Shareholder under the Transocean Acquisition Scheme and in exchange for the Transocean Acquisition Ordinary Shares outstanding immediately prior to the Effective Time and notwithstanding any term of any relevant document:

(a) the Scheme Shareholder (Transocean Switzerland) shall exchange the Scheme Shares (as that term is defined in the Transocean Acquisition Scheme) for the

The Transocean Scheme

Scheme Consideration (as that term is defined in the Transocean Acquisition Scheme) and such Transocean Ordinary Shares shall be so allotted to be credited as fully paid; and

(b) the exchanged Scheme Shares shall be cancelled.

19. The purpose of the Transocean Scheme is, in conjunction with the Transocean Acquisition Scheme, to effect the exchange of each issued Transocean Ordinary Share for one issued, fully paid and non-assessable Transocean Registered Share (as that term is defined in the Transocean Scheme), the issuance and allotment of the Treasury Shares (as that term is defined in the Transocean Scheme) to Transocean pursuant to the terms of the Agreement and Plan of Merger. Upon the Effective Time (as that term is defined in the Transocean Scheme) each Transocean Ordinary Share issued and outstanding immediately prior to the Effective Time shall be cancelled and shall cease to exist. Pursuant to the Transocean Acquisition Scheme, Transocean shall issue and allot to Transocean Switzerland one new Transocean Ordinary Share as consideration for each Transocean Switzerland Registered Share issued to Scheme Shareholders. The Transocean Scheme is a parallel scheme to the Transocean Acquisition Scheme and one shall not become effective without the other.

20. The principal features of the Transocean Scheme are that at the Effective Time in consideration of the rights of Scheme Shareholders under the Transocean Scheme and in exchange for each Transocean Ordinary Share outstanding immediately prior to the Effective Time and notwithstanding any term of any relevant document:

- (a) The Scheme Shares (as that term is defined in the Transocean Scheme) shall be returned to Transocean and cancelled;
- (b) In exchange for the Scheme Shares, Transocean shall procure that Transocean Switzerland shall issue and allot the Scheme Consideration (as that term is defined in the Transocean Scheme) to the Scheme Shareholders (as that term is defined in the Transocean Scheme); and
- (c) Transocean Switzerland shall issue and allot to Transocean the Treasury Shares.

Court Meeting of Transocean Shareholders

- 21. Transocean intends to seek liberty to convene a meeting of the holders of Transocean Ordinary Shares (the **"Transocean Court Meeting"**) for the purpose of considering and, if thought fit, approving (with or without modification) the Transocean Scheme.
 - 22. As Transocean Acquisition has only one shareholder, Transocean Switzerland, Transocean Acquisition intends to seek a direction that it be permitted to dispense with the requirement to convene a meeting of the holders of Transocean Acquisition Ordinary Shares on the basis that its sole shareholder has undertaken to pass a written resolution approving the Transocean Acquisition Scheme.
- Your Petitioners therefore humbly pray as follows:
1. The Schemes be sanctioned by the Court so as to be binding on Transocean, Transocean Acquisition and their respective Scheme Shareholders (subject to satisfaction or waiver of the conditions set out in the Agreement and Plan of Merger).
 2. That all necessary directions be made including:
 - (a) Transocean Acquisition be permitted to dispense with the requirement to convene a meeting of the holders of Transocean Acquisition Ordinary Shares;
 - (b) Transocean be at liberty to convene a meeting of the holders of Transocean Ordinary Shares appearing in Transocean's register of members as at the close of business (New York time) on the record date of 27 October 2008 (the **"Transocean Record Date"**) for the purpose of considering and, if thought fit, approving (with or without modification) the Transocean Scheme;
 - (c) a declaration as to the relevant class of shareholders entitled to be present and vote upon the Transocean Scheme at the Transocean Court Meeting;
 - (d) directions as to the method of convening the Transocean Court Meeting and for the mode of delivery of the Proxy Statement and form of proxy to the holders of Transocean Ordinary Shares; and

NOTE: This Petition is not intended to be served on any Person

Attorneys-at-Law for the Petitioners

WALKERS

Walkers

DATED the 23rd day of October 2008

AND your Petitioner will ever pray etc.

3. That such further or additional orders may be made as the Court shall see fit.

Court.

the appointment of a Chairman of the Transocean Court Meeting and for directions that the Chairman should report the result thereof to this honourable

(e)

ENDORSEMENT

This Petition having been presented to the Grand Court of the Cayman Islands on the 23rd day of October 2008 will be heard at the Grand Court of the Cayman Islands on:

Date:

Time:

(or as soon thereafter as this Petition can be heard)

This Petition was presented by Walkers, Attorneys-at-Law for the Petitioners whose address for service is care of their said Attorneys, Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9001

SCHEDULE - THE SCHEMES

THE TRANSOCEAN CAYMAN LTD. SCHEME

IN THE GRAND COURT OF THE CAYMAN ISLANDS Cause No. of 2008

IN THE MATTER OF TRANSOCEAN CAYMAN LTD.

and

IN THE MATTER OF THE COMPANIES LAW (2007 REVISION)

SCHEME OF ARRANGEMENT

(under section 86 of the Companies Law (2007 Revision) of the Cayman Islands)

BETWEEN:

TRANSOCEAN CAYMAN LTD.

(an exempted company incorporated with limited liability and registered under the laws of the Cayman Islands with registered number 216908)

and

THE SCHEME SHAREHOLDER

(as hereinafter defined)

and

TRANSOCEAN INC.

PRELIMINARY

PART I

Recitals

DEFINITIONS

A In this Scheme, unless the context otherwise requires or unless otherwise expressly provided for, the following expressions shall bear the following meanings:

Agreement and Plan of Merger

The Agreement and Plan of Merger among the Company, Transocean Switzerland and Transocean Inc. dated as of 9 October 2008.

Allowed Proceeding

Any proceeding by the Scheme Shareholder to enforce its rights under this Scheme where any party fails to perform its obligations under this Scheme.

Business Day

Any day on which banks are open for business in New York, Zurich and the Cayman Islands.

Companies Law

The Companies Law (2007 Revision) of the Cayman Islands.

Company

Transocean Cayman Ltd, an exempted company incorporated with limited liability and registered under the laws of the Cayman Islands with registered number 216908.

Effective Time

The date and time at which an office copy of the Order of the Grand Court sanctioning this Scheme and the Transocean Scheme and making such facilitating orders as are appropriate pursuant to Section 87(2) of the Companies Law shall have been delivered to the Registrar of Companies in the Cayman Islands for registration, at which time this Scheme and the Transocean Scheme shall become effective.

Grand Court

The Grand Court of the Cayman Islands.

Latest Practicable Date

30 September 2008, being the latest date upon which it was practicable to ascertain certain information contained herein.

Proceeding

Any process, suit, action, legal or other proceeding including without limitation any arbitration, mediation, alternative dispute resolution, judicial review, adjudication, demand, execution, restraint, forfeiture, reentry, seizure, lien, enforcement of

Prohibited Proceeding

judgment, enforcement of any security or enforcement of any letters of credit.

Any proceeding against Transocean Inc. or the Company or their property in any jurisdiction whatsoever other than an Allowed Proceeding.

Proxy Statement

The Proxy Statement of Transocean Inc. on Schedule 14A initially filed on 10 October 2008 with the U.S. Securities and Exchange Commission pursuant to Section 14(a) of the U.S. Securities Exchange Act of 1934 and in connection with the Transocean Scheme and this Scheme representing the explanatory statement issued pursuant to Order 102, Rule 21 of the Rules of the Grand Court.

Record Date

The close of business (New York time) on 27 October 2008.

Register of Members

The Company's register of members kept in accordance with section 40 of the Companies Law.

Scheme

This scheme of arrangement in respect of the Company under section 86 of the Companies Law in its present form or with or subject to any modifications, additions or conditions that are consented to by the Company and that the Grand Court may approve or impose.

Scheme Consideration

The Transocean Inc. Ordinary Shares to be issued and allotted by Transocean Inc. in respect of the Scheme Shares held immediately prior to the Effective Time by the Scheme Shareholder (in an amount equal to the number of Transocean Inc. Ordinary Shares outstanding immediately prior to the Effective Time credited as fully paid).

Scheme Meeting

The meeting (or written resolution) of the holder of Transocean Acquisition Ordinary Shares proposed to be convened (or passed) at the direction of the Grand Court at which the Scheme will be voted upon or any adjournment thereof.

Scheme Shareholder

The holder of Transocean Acquisition Ordinary Shares appearing on the Register of Members immediately prior to the Effective Time.

Scheme Shares

All the Transocean Acquisition Ordinary Shares in issue immediately prior to the Effective Time.

Transocean Acquisition Ordinary Share

One Ordinary Share of US\$0.01 par value in the capital of the Company.

C The Company was incorporated with limited liability in the Cayman Islands on 10 September 2008 as an exempted liability company with registered number 216908.

THE COMPANY

- (1) references to Recitals, Parts, clauses and sub-clauses are references to the Recitals, Parts, clauses and sub-clauses respectively of this Scheme;
- (2) references to a "person" include references to an individual, firm, partnership, company, corporation, other legal entity, unincorporated body of persons or any state or state agency;
- (3) references to a statute or a statutory provision include the same as subsequently modified, amended or re-enacted from time to time;
- (4) references to an agreement, deed or document shall be deemed also to refer to such agreement, deed or document as amended, supplemented, restated, verified, replaced and/or novated (in whole or in part) from time to time and to any agreement, deed or document executed pursuant thereto;
- (5) the singular includes the plural and vice versa and words importing one gender shall include all genders;
- (6) headings to Recitals, Parts, clauses and sub-clauses are for ease of reference only and shall not affect the interpretation of this Scheme; and
- (7) to the extent that there shall be any conflict or inconsistency between the terms of this Scheme and the Proxy Statement then the terms of this Scheme shall prevail.

B In this Scheme, unless the context otherwise requires or otherwise expressly provides:

INTERPRETATION

- Transocean Inc.**, an exempted company incorporated with limited liability and registered under the laws of the Cayman Islands with registered number 89645.
- Transocean Inc. Ordinary Share** One Ordinary Share of US\$0.01 par value in the capital of Transocean Inc.
- Transocean Scheme** The scheme of arrangement between (1) Transocean Inc. and (2) the holders of its Ordinary Shares in its present form or with or subject to any modifications, additions or conditions that are consented to by Transocean Inc. and that the Grand Court may approve or impose.
- Transocean Switzerland** Transocean Ltd, a corporation incorporated under the laws of Switzerland, with its registered office in Zug, Canton of Zug, Switzerland, and with registered number CH-170.3.032.555-9.
- US\$** United States dollars, the lawful currency of the United States of America.

D On the Latest Practicable Date the Company had an authorised share capital of US\$8,000,000 divided into 800,000,000 ordinary shares of US\$0.01 nominal or par value each in the capital of the Company (Transocean Acquisition Ordinary Shares), of which 50,001 shares have been issued and are fully paid up or credited as fully paid up (50,000 such shares having been issued at a subscription price of US\$1.00 per share, representing a premium to their par value).

THE PURPOSE OF THIS SCHEME

E The purpose of this Scheme is, in conjunction with the Transocean Scheme, to effect the merger by way of reconstruction and amalgamation of the Company with Transocean so that Transocean becomes a wholly-owned subsidiary of Transocean Switzerland. Transocean shall issue and allot to Transocean Switzerland one new Transocean Inc. Ordinary Share as consideration for each Transocean Switzerland Registered Share issued to Scheme Shareholders. This Scheme is a parallel scheme to the Transocean Scheme and one shall not become effective without the other.

- 4. At the Effective Time, in consideration of the rights of the Scheme Shareholder under this Scheme and notwithstanding any term of any relevant document, the following shall occur:
 - (a) The Scheme Shares shall be exchanged for the Scheme Consideration and such Ordinary Shares shall be so allotted to be credited as fully paid.
 - (b) Each exchanged Scheme Share shall be cancelled.

Compromise and Arrangement with the Scheme Shareholder

- 3. At the Effective Time:
 - (a) all of the right, title and interest of the Scheme Shareholder in the Scheme Shares shall be subject to the arrangement implemented by the mechanism set out in clauses 2 and 4; and
 - (b) the Scheme Shareholder shall receive in exchange for the Scheme Shares the Scheme Consideration in accordance with this Scheme.

Effect of this Scheme

- 2. For the purpose of giving effect to the merger and amalgamation of the undertakings of the Company and Transocean Inc., at the Effective Time, Transocean Inc. shall acquire and amalgamate with its own undertaking the undertaking of the Company, and by virtue of this Scheme and orders of the Grand Court made pursuant to Section 87 of the Companies Law the following will occur simultaneously:
 - (a) the undertaking of the Company as aforesaid shall vest in and become the undertaking of Transocean Inc.; and
 - (b) the Company will be dissolved without winding-up and its separate legal existence shall cease for all purposes.

Merger of the Company and Transocean Inc.

- 1. The compromise and arrangement effected by this Scheme shall apply to all Scheme Shares and shall be binding on the Scheme Shareholder.

Application and effectiveness of this Scheme

THE SCHEME

PART II

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5. The Scheme Shareholder and the number of Transocean Acquisition Ordinary Shares that it holds for the purposes of voting at the Meeting shall be determined as those recorded on the Register of Members as at the Record Date.

Record Date

IDENTIFICATION OF SCHEME SHAREHOLDER

PART III

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6. With effect from and including the Effective Time, the holder of Scheme Shares shall in accordance with the Scheme cease to have any rights with respect to the Scheme Shares, except the right to receive the Scheme Consideration. With effect from and including the Effective Time, the Scheme Shares shall be cancelled.

Cancellation of Scheme Shares; Right to Receive Scheme Consideration

EFFECT OF THE SCHEME

PART IV

- 14. Any notice or other written communication to be given under this Scheme shall be deemed to have been served:
 - (a) in the case of the Company or Transocean Inc., Transocean Inc., 70 Harbour Drive, Grand Cayman, KY1-1003, Cayman Islands, marked for the attention of the Company Secretary;
 - (b) in the case of the Scheme Shareholder, Transocean Ltd, c/o Reichlin & Hess Rechtsanwälte, Hofstrasse 1A, 6300 Zug, Switzerland; and
- 13. Any notice or other written communication to be given under or in relation to this Scheme other than pursuant to clause 8 shall be given in writing and shall be deemed to have been duly given if it is delivered by hand or sent by post, to:
 - (a) in the case of the Company or Transocean Inc., Transocean Inc., 70 Harbour Drive, Grand Cayman, KY1-1003, Cayman Islands, marked for the attention of the Company Secretary;
 - (b) in the case of the Scheme Shareholder, Transocean Ltd, c/o Reichlin & Hess Rechtsanwälte, Hofstrasse 1A, 6300 Zug, Switzerland; and

Notice

- 12. The Company may, at any hearing before the Grand Court to sanction this Scheme, consent on behalf of the Scheme Shareholder to any modification of this Scheme or any terms or conditions which the Grand Court may think fit to approve or impose.

Modifications of this Scheme

- 11. The Company shall pay in full all costs, charges, expenses and disbursements reasonably incurred by the Company in connection with the negotiation, preparation and implementation of this Scheme as and when they arise, including the costs of holding the Scheme Meeting and the costs of obtaining the sanction of the Grand Court and the costs of placing the notices required by this Scheme.

Costs

- 10. The Scheme Shareholder may commence an Allowed Proceeding against Transocean Inc. after the Effective Time provided that it has first given Transocean Inc. five Business Days' prior notice in writing of its intention to do so.
- 9. The Scheme Shareholder shall not commence a Prohibited Proceeding in respect of or arising from this Scheme after the Effective Time.

Stay of Prohibited Proceedings

- 8. Transocean Switzerland shall give notification of this Scheme having become effective by filing a Current Report on Form 8-K with the United States Securities and Exchange Commission.
- 7. This Scheme shall become effective at the Effective Time.

Effective Time and Notification to Scheme Shareholder

GENERAL SCHEME PROVISIONS

PART V

21. Unless the Effective Time shall have occurred on or before 31 December 2009 or such later date, if any, as the Company may agree and the Grand Court may allow, this Scheme shall lapse.

Expiry of the Scheme

20. The terms of this Scheme and the obligations imposed on the Company or Transocean Inc. hereunder shall take effect subject to any prohibition or condition imposed by any applicable law.

19. At and with effect from the Effective Time, the operative terms of this Scheme shall be governed by, and construed in accordance with, the laws of the Cayman Islands and the Scheme Shareholder hereby agrees that the Courts of the Cayman Islands shall have exclusive jurisdiction to hear and determine any suit, action or proceeding and to settle any dispute which arises out of or connected with the terms of this Scheme or their implementation or out of any action taken or omitted to be taken under this Scheme or in connection with the administration of this Scheme and for such purposes, the Scheme Shareholder irrevocably submits to the jurisdiction of the Courts of the Cayman Islands, provided, however, that nothing in this clause shall affect the validity of other provisions determining governing law and jurisdiction as between the Company and the Scheme Shareholder, whether contained in any contract or otherwise.

Governing Law and Jurisdiction

18. When under any provision of this Scheme a matter is to be determined by the Company or Transocean Inc., then they will have discretion to interpret such matter under the Scheme in a manner that they consider fair and reasonable, and their decisions will be binding on all concerned. The Company may consent to any modification of this Scheme on behalf of the Scheme Shareholder which the Grand Court may think fit to approve or impose.

Exercise of Discretion

17. The Company shall not be responsible for any loss or delay in the transmission of any notices, other documents or payments posted by or to the Scheme Shareholder which shall be posted at the risk of the Scheme Shareholder.

16. Save in the case of the notice, written communication or document required to be sent pursuant to clause 8, the accidental omission to send any notice, written communication or other document in accordance with clauses 13 to 15 or the non-receipt of any such notice by the Scheme Shareholder, shall not affect the provisions of this Scheme.

15. In proving service, it shall be sufficient proof, in the case of a notice sent by post, that the envelope was properly stamped, addressed and placed in the post.

- (d) if by advertisement, on the date of publication.
- (c) if by fax, on the Business Day sent; and
- (b) if sent by post, on the second Business Day after posting if the recipient is in the country of dispatch, otherwise on the seventh Business Day after posting;

WALKERS

Dated this 23rd day of October 2008

THE SCHEME SHAREHOLDERS
(as hereinafter defined)

and

TRANSOCEAN INC.
(an exempted company incorporated with limited liability and registered under the laws of the
Cayman Islands with registered number 89645)

BETWEEN:

SCHEME OF ARRANGEMENT
(under section 86 of the Companies Law (2007 Revision) of the Cayman Islands)

IN THE MATTER OF THE COMPANIES LAW (2007 REVISION)

and

IN THE MATTER OF TRANSOCEAN INC.

Cause No. of 2008

IN THE GRAND COURT OF THE CAYMAN ISLANDS

THE TRANSOCEAN INC. SCHEME

PART I

PRELIMINARY

Recitals

DEFINITIONS

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Agreement and Plan of Merger

The Agreement and Plan of Merger among the Company, Transocean Switzerland and Transocean Acquisition dated as of 9 October 2008.

Allowed Proceeding

Any proceeding by a Scheme Shareholder to enforce its rights under this Scheme where any party fails to perform its obligations under this Scheme.

Business Day

Any day on which banks are open for business in New York, Zurich and the Cayman Islands.

Companies Law

The Companies Law (2007 Revision) of the Cayman Islands.

Company

Transocean Inc., an exempted company incorporated with limited liability and registered under the laws of the Cayman Islands with registered number 89645.

Effective Time

The date and time at which an office copy of the Order of the Grand Court sanctioning this Scheme and the Transocean Acquisition Scheme and making such facilitating orders as are appropriate pursuant to Section 87(2) of the Companies Law shall have been delivered to the Registrar of Companies in the Cayman Islands for registration at which time this Scheme and the Transocean Acquisition Scheme shall become effective.

Grand Court

The Grand Court of the Cayman Islands.

Latest Practicable Date

30 September 2008, being the latest date upon which it was practicable to ascertain certain information contained herein.

Proceeding

Any process, suit, action, legal or other proceeding including without limitation any arbitration, mediation, alternative dispute resolution, judicial review, adjudication, demand, execution, restraint, forfeiture, reentry, seizure, lien, enforcement of judgment, enforcement of any security or enforcement of any letters of credit.

Prohibited Proceeding

Any proceeding against the Company, Transocean Acquisition, or Transocean Switzerland or their property in any jurisdiction whatsoever other than an Allowed Proceeding.

Proxy Statement

The Proxy Statement of the Company on Schedule 14A initially filed on 10 October 2008 with the U.S. Securities and Exchange Commission pursuant to Section 14(a) of the U.S. Securities Exchange Act of 1934 and in connection with this Scheme and the Transocean Acquisition Scheme representing the explanatory statement pursuant to Order 102, Rule 21 of the Rules of the Grand Court and including a notice of the Scheme Meeting.

Record Date

The close of business (New York time) on 27 October 2008.

Register of Members

The Company's register of members kept in accordance with section 40 of the Companies Law.

Scheme

This scheme of arrangement in respect of the Company under section 86 of the Companies Law in its present form or with or subject to any modifications, additions or conditions that are consented to by the Company and that the Grand Court may approve or impose.

Scheme Consideration

One Transocean Switzerland Registered Share to be issued and allotted by Transocean Switzerland in exchange for each Scheme Share held immediately prior to the Effective Time by a Scheme Shareholder.

Scheme Meeting

The meeting of the holders of Transocean Ordinary Shares proposed to be convened at the direction of the Grand Court at which the Scheme will be voted upon or any postponement or adjournment thereof.

Scheme Shareholders

The holders of Transocean Ordinary Shares appearing on the Register of Members immediately prior to the Effective Time.

Scheme Shares

All the Transocean Ordinary Shares in issue immediately prior to the Effective Time.

Transocean Acquisition

Transocean Cayman Ltd, an exempted company incorporated with limited liability and registered under the laws of the Cayman Islands with registered number 216908.

Transocean Acquisition Scheme

The scheme of arrangement between (1) Transocean Acquisition and (2) the holder of its ordinary shares in its present form or with or subject to any

- document executed pursuant thereto;
- (4) references to an agreement, deed or document shall be deemed also to refer to such agreement, deed or document as amended, supplemented, restated, verified, replaced and/or novated (in whole or in part) from time to time and to any agreement, deed or modified, amended or re-enacted from time to time;
- (3) references to a statute or a statutory provision include the same as subsequently or state agency;
- (2) references to a "person" include references to an individual, firm, partnership, company, corporation, other legal entity, unincorporated body of persons or any state
- (1) references to Recitals, Parts, clauses and sub-clauses are references to the Recitals, Parts, clauses and sub-clauses respectively of this Scheme;

B In this Scheme, unless the context otherwise requires or otherwise expressly provides:

INTERPRETATION

- US\$ United States dollars, the lawful currency of the United States of America.
- Treasury Shares 16,000,000 fully paid Transocean Switzerland Registered Shares to be issued and allotted to the Company.
- Transocean Warrants Warrants to purchase Transocean Ordinary Shares issued pursuant to the Warrant Agreement dated April 22, 1999 between the Company and The Bank of New York, as amended.
- Transocean Switzerland Registered Share Registered Shares in the capital of Transocean Switzerland.
- Transocean Switzerland Transocean Ltd., a corporation incorporated under the laws of Switzerland, with its registered office in Zug, Canton of Zug, Switzerland, and with registered number CH-170.3.032.555-9.
- Transocean SARs Transocean share-settled share appreciation rights under the Company's stock plans.
- Transocean Ordinary Share One Ordinary Share of US\$0.01 par value in the capital of the Company.
- Transocean Options Options to acquire Transocean Ordinary Shares under the Company's stock plans.
- Transocean Deferred Units Deferred units with respect to Transocean Ordinary Shares under the Company's stock plans.
- modifications, additions or conditions that are consented to by Transocean Acquisition and that the Grand Court may approve or impose.

- D On the Latest Practicable Date the Company had an authorised share capital of US\$13,000,000 divided into 800,000,000 ordinary shares of US\$0.01 nominal or par value each in the capital of the Company (Transocean Ordinary Shares), of which 319,068,820 have been issued and are fully paid up or credited as fully paid up, and the remainder remain unissued, and 50,000,000 shares of US\$0.10 nominal or par value each in the capital of the Company, of which all remain unissued.
- C The Company was incorporated with limited liability and registered by continuation in the Cayman Islands on 14 May 1999 as an exempted limited liability company with registered number 89645.

THE COMPANY

- (7) to the extent that there shall be any conflict or inconsistency between the terms of this Scheme and the Proxy Statement then the terms of this Scheme shall prevail.
- (6) headings to Recitals, Parts, clauses and sub-clauses are for ease of reference only and shall not affect the interpretation of this Scheme; and
- (5) the singular includes the plural and vice versa and words importing one gender shall include all genders;

OUTSTANDING TRANSOCEAN OPTIONS, TRANSOCEAN SARs, TRANSOCEAN DEFERRED UNITS, TRANSOCEAN WARRANTS AND TRANSOCEAN CONVERTIBLE NOTES

E On the Latest Practicable Date there were in aggregate (1) [●] outstanding Transocean Options of which [●] have vested and may be exercised in full or in part, (2) [●] outstanding Transocean SARs of which [●] have vested and may be exercised in full or in part, (3) [●] outstanding Transocean Deferred Units, (4) [●] outstanding Transocean Warrants, each representing the right to purchase 12,243 Transocean Ordinary Shares, and (5) \$6,600,000 principal amount of outstanding Transocean Convertible Senior Notes due 2037 (the "Convertible Notes") with a conversion price of \$168.61 per Transocean Ordinary Share.

AT THE EFFECTIVE TIME, ALL TRANSOCEAN OPTIONS, TRANSOCEAN SARs, TRANSOCEAN DEFERRED UNITS AND OTHER AWARDS ISSUED, OR BENEFITS AVAILABLE OR BASED ON, TRANSOCEAN ORDINARY SHARES THEN OUTSTANDING UNDER THE PLANS LISTED ON EXHIBIT E ATTACHED TO THE AGREEMENT AND PLAN OF MERGER SHALL REMAIN OUTSTANDING AND, AFTER THE EFFECTIVE TIME, BE DEEMED TO PROVIDE FOR THE ISSUANCE OR PURCHASE OF, OR OTHERWISE RELATE TO, THE TRANSOCEAN SWITZERLAND REGISTERED SHARES.

AT THE EFFECTIVE TIME, EACH OUTSTANDING TRANSOCEAN WARRANT SHALL BE ASSUMED BY TRANSOCEAN SWITZERLAND IN ACCORDANCE WITH THE TERMS OF THE WARRANT AGREEMENT DATED APRIL 22, 1999 BETWEEN THE COMPANY AND THE BANK OF NEW YORK, AS AMENDED (THE "WARRANT AGREEMENT").

TRANSOCEAN SWITZERLAND SHALL AGREE TO BE BOUND BY THE CONVERSION PROVISIONS OF THE CONVERTIBLE NOTES, SUCH THAT, FOLLOWING THE EFFECTIVE TIME, EACH OUTSTANDING CONVERTIBLE NOTE SHALL BE CONVERTIBLE, IN ACCORDANCE WITH ITS TERMS, INTO THE NUMBER OF TRANSOCEAN SWITZERLAND REGISTERED SHARES THAT THE HOLDER WOULD HAVE BEEN ENTITLED TO RECEIVE IF SUCH HOLDER HAD HELD A NUMBER OF TRANSOCEAN ORDINARY SHARES EQUAL TO THE APPLICABLE CONVERSION RATE IN EFFECT IMMEDIATELY PRIOR TO THE EFFECTIVE TIME.

THE PURPOSE OF THIS SCHEME

F The purpose of this Scheme is, in conjunction with the Transocean Acquisition Scheme, to effect the exchange of each issued Transocean Ordinary Share for one issued, fully paid and non-assessable Transocean Switzerland Registered Share, the issuance and allotment of the Treasury Shares to the Company pursuant to the terms of the Agreement and Plan of Merger. Upon the Effective Time each Transocean Ordinary Share issued and outstanding immediately prior to the Effective Time shall be cancelled and shall cease to exist. Pursuant to the Transocean Acquisition Scheme, the Company shall issue and allot to Transocean Switzerland one new Transocean Ordinary Share as consideration for each Transocean Switzerland Registered Share issued to Scheme Shareholders. This Scheme is a parallel scheme to the Transocean Acquisition Scheme and one shall not become effective without the other.

PART II

THE SCHEME

Application and effectiveness of this Scheme

- 1. The compromise and arrangement effected by this Scheme shall apply to all Scheme Shares and shall be binding on all Scheme Shareholders.

Effect of this Scheme

- 2. At the Effective Time all of the right, title and interest of Scheme Shareholders in Scheme Shares shall be subject to the arrangement implemented by the mechanism set out in clause 3.

Compromise and Arrangement with the Scheme Shareholders

- 3. At the Effective Time, in consideration of the rights of Scheme Shareholders under this Scheme and in exchange for each Transocean Ordinary Share outstanding immediately prior to the Effective Time and notwithstanding any term of any relevant document, the following will occur:

- (a) The Scheme Shares shall be returned to the Company and cancelled.
- (b) In exchange for the Scheme Shares the Company shall procure that Transocean Switzerland shall issue and allot the Scheme Consideration to the Scheme Shareholders.

- (c) Transocean Switzerland shall issue and allot to the Company the Treasury Shares.
- (d) Pursuant to the Transocean Acquisition Scheme, the Company shall issue and allot to Transocean Switzerland one new fully paid Transocean Ordinary Share as consideration for each Transocean Switzerland Registered Share issued to Scheme Shareholders pursuant to the provisions of the Scheme.

4. The holders of Transocean Ordinary Shares and the number of Transocean Ordinary Shares that they hold for the purposes of voting at the Scheme Meeting shall be determined as those recorded on the Register of Members as at the Record Date.

Record Date

IDENTIFICATION OF SHAREHOLDERS OF TRANSOCEAN FOR VOTING PURPOSES

PART III

PART IV

DISTRIBUTIONS

Distribution To Scheme Shareholders

- 5. Promptly following the Effective Time, Transocean Switzerland shall issue the Transocean Switzerland Registered Shares comprising the Scheme Consideration to the Scheme Shareholders.

Rights of Scheme Shareholders

- 6. With effect from and including the Effective Time, each holder of Scheme Shares shall in accordance with the Scheme cease to have any rights with respect to Scheme Shares, except the right to receive the Scheme Consideration. With effect from and including the Effective Time, all existing Scheme Shares shall be cancelled, and the Register of Members shall be updated to reflect such cancellation.

GENERAL SCHEME PROVISIONS

PART V

Effective Time and Notification to Scheme Shareholders

7. This Scheme shall become effective at the Effective Time.
8. Transocean Switzerland shall give notification of this Scheme having become effective by filing a Current Report on Form 8-K with the United States Securities and Exchange Commission.

Stay of Prohibited Proceedings

9. None of the Scheme Shareholders shall commence a Prohibited Proceeding in respect of or arising from this Scheme after the Effective Time.
10. A Scheme Shareholder may commence an Allowed Proceeding against the Company or Transocean Switzerland after the Effective Time provided that it has first given the Company or five Business Days' prior notice in writing of its intention to do so.

Dividends

11. At or after the Effective Time, Transocean Switzerland shall pay from funds on hand at the Effective Time any dividends or other distributions with a record date prior to the Effective Time that may have been declared or made by the Company on the Transocean Ordinary Shares which remain unpaid at the Effective Time.

12. The Company shall pay in full all costs, charges, expenses and disbursements reasonably incurred by the Company in connection with the negotiation, preparation and implementation of this Scheme as and when they arise, including the costs of holding the Scheme Meeting and the costs of obtaining the sanction of the Grand Court and the costs of placing the notices required by this Scheme.

Modifications of this Scheme

13. The Company may, at any hearing before the Grand Court to sanction this Scheme, consent on behalf of all Scheme Shareholders to any modification of this Scheme or any terms or conditions which the Grand Court may think fit to approve or impose.

Notice

14. Any notice or other written communication to be given under or in relation to this Scheme other than pursuant to clauses 8 and 18 shall be given in writing and shall be deemed to have been duly given if it is delivered by hand or sent by post, to:
 - (a) in the case of the Company, Transocean Inc., 70 Harbour Drive, Grand Cayman, KY1-1003, Cayman Islands, marked for the attention of the Company Secretary;
 - (b) in the case of a Scheme Shareholder, its last known address according to the Company; and

15. Any notice or other written communication to be given under this Scheme shall be deemed to have been served:
- (a) if delivered by hand, on the first Business Day following delivery;
 - (b) if sent by post, on the second Business Day after posting if the recipient is in the country of dispatch, otherwise on the seventh Business Day after posting;
 - (c) if by fax, on the Business Day sent; and
 - (d) if by advertisement, on the date of publication.

16. In proving service, it shall be sufficient proof, in the case of a notice sent by post, that the envelope was properly stamped, addressed and placed in the post.

17. Save in the case of the notice, written communication or document required to be sent pursuant to clause 8, the accidental omission to send any notice, written communication or other document in accordance with clauses 13 to 15 or the non-receipt of any such notice by any Scheme Shareholder, shall not affect the provisions of this Scheme.

18. The Company shall not be responsible for any loss or delay in the transmission of any notices, other documents or payments posted by or to any Scheme Shareholders which shall be posted at the risk of such Scheme Shareholders.

19. Any notice or other written communication that is required to be given to all or substantially all Scheme Shareholders shall be effective by filing a Current Report on Form 8-K with the United States Securities and Exchange Commission and shall be deemed to be served upon acceptance by the EDGAR system thereof.

Exercise of Discretion

20. When under any provision of this Scheme a matter is to be determined by the Company, then it will have discretion to interpret such matter under the Scheme in a manner that it considers fair and reasonable, and its decisions will be binding on all concerned. The Company may consent to any modification of this Scheme on behalf of its shareholders which the Grand Court may think fit to approve or impose.

Governing Law and Jurisdiction

21. At and with effect from the Effective Time, the operative terms of this Scheme shall be governed by, and construed in accordance with, the laws of the Cayman Islands and the Scheme Shareholders hereby agree that the Courts of the Cayman Islands shall have exclusive jurisdiction to hear and determine any suit, action or proceeding and to settle any dispute which arises out of or connected with the terms of this Scheme or their implementation or out of any action taken or omitted to be taken under this Scheme or in connection with the administration of this Scheme and for such purposes, the Scheme Shareholders irrevocably submit to the jurisdiction of the Courts of the Cayman Islands, provided, however, that nothing in this clause shall affect the validity of other provisions determining governing law and jurisdiction as between the Company and any of its Scheme Shareholders, whether contained in any contract or otherwise.

22. The terms of this Scheme and the obligations imposed on the Company hereunder shall take effect subject to any prohibition or condition imposed by any applicable law.

Expiry of the Scheme

23. Unless the Effective Time shall have occurred on or before 31 December 2009 or such later date, if any, as the Company may agree and the Grand Court may allow, this Scheme shall lapse.

Dated this 23rd day of October 2008

WALKERS