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

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**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934  
(Amendment No. )\***

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**DRILLING TOOLS INTERNATIONAL CORPORATION**  
(Name of Issuer)

**Common Stock, par value \$0.0001 per share**  
(Title of Class of Securities)

**26205E 107**  
(CUSIP Number)

**Thomas O. Hicks**  
**2200 Ross Avenue, Suite 4600W**  
**Dallas, Texas 75201**  
**(214) 615-2300**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**June 20, 2023**  
(Date of Event Which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required in the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provision of the Act (however, see the Notes).

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1.	Names of Reporting Persons: HHEP-Directional, L.P.	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See instructions) OO	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)	
6.	Citizenship or Place of Organization: Delaware	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power: 0
	8.	Shared Voting Power: 15,928,111
	9.	Sole Dispositive Power: 0
	10.	Shared Dispositive Power: 15,928,111
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 15,928,111	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 53.5%	
14.	Type of Reporting Person (See Instructions): PN	

1.	Names of Reporting Persons: HHEP-Directional GP, L.P.	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See instructions) OO	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)	
6.	Citizenship or Place of Organization: Delaware	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power: 0
	8.	Shared Voting Power: 15,928,111 <sup>1</sup>
	9.	Sole Dispositive Power: 0
	10.	Shared Dispositive Power: 15,928,111 <sup>1</sup>
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 15,928,111 <sup>1</sup>	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 53.5%	
14.	Type of Reporting Person (See Instructions): PN	

<sup>1</sup> Includes 15,928,111 shares of Common Stock (as defined herein) held by HHEP-Directional, L.P. HHEP-Directional GP, L.P. is the general partner of HHEP-Directional, L.P. HHEP-Directional GP, L.P. disclaims any beneficial ownership of any shares of Common Stock held by HHEP-Directional, L.P., other than its pecuniary interest therein.

1.	Names of Reporting Persons: HH Directional LLC	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See instructions) OO	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)	
6.	Citizenship or Place of Organization: Texas	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power: 0
	8.	Shared Voting Power: 15,928,111 <sup>2</sup>
	9.	Sole Dispositive Power: 0
	10.	Shared Dispositive Power: 15,928,111 <sup>2</sup>
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 15,928,111 <sup>2</sup>	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 53.5%	
14.	Type of Reporting Person (See Instructions): OO	

<sup>2</sup> Includes 15,928,111 shares of Common Stock (as defined herein) held by HHEP-Directional, L.P. HH Directional LLC is the general partner of HHEP-Directional GP, L.P., which is the general partner of HHEP-Directional, L.P. HH Directional LLC disclaims any beneficial ownership of any shares of Common Stock held by HHEP-Directional, L.P., other than its pecuniary interest therein.

1.	Names of Reporting Persons: Hicks Holdings Operating LLC	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See instructions) OO	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)	
6.	Citizenship or Place of Organization: Texas	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power: 0
	8.	Shared Voting Power: 262,429
	9.	Sole Dispositive Power: 0
	10.	Shared Dispositive Power: 262,429
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 262,429	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 0.9%	
14.	Type of Reporting Person (See Instructions): OO	

1.	Names of Reporting Persons:  Thomas O. Hicks	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See instructions)  OO	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)	
6.	Citizenship or Place of Organization:  United States	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power:  218,096
	8.	Shared Voting Power:  16,481,336 <sup>3</sup>
	9.	Sole Dispositive Power:  218,096
	10.	Shared Dispositive Power:  16,481,336 <sup>3</sup>
11.	Aggregate Amount Beneficially Owned by Each Reporting Person:  16,481,336 <sup>3</sup>	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares  <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11):  55.4%	
14.	Type of Reporting Person (See Instructions):  IN	

<sup>3</sup> The amount reported includes 15,928,111 shares of Common Stock (as defined herein) held by HHEP-Directional, L.P. Mr. Hicks is the sole member of HH Directional LLC, which is the general partner of HHEP-Directional GP, L.P., which is in turn the general partner of HHEP-Directional, L.P. The amount reported also includes 262,429 shares of Common Stock held by Hicks Holdings Operating LLC. Mr. Hicks is sole owner of Hicks Holdings Operating LLC. The amount reported also includes 36,350 shares of Common Stock owned by each of WCH Ventures, Ltd. and CFH Ventures, Ltd. Mr. Hicks is the trustee of each of WCH Ventures, Ltd. and CFH Ventures, Ltd. Mr. Hicks disclaims any beneficial ownership of any shares of Common Stock held by HHEP-Directional, L.P. Hicks Holdings Operating LLC, WCH Ventures, Ltd. and CFH Ventures, Ltd., in each case, other than his pecuniary interest therein.

1.	Names of Reporting Persons:  WCH Ventures, Ltd.	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See instructions)  OO	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)	
6.	Citizenship or Place of Organization:  Texas	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power:  0
	8.	Shared Voting Power:  36,350
	9.	Sole Dispositive Power:  0
	10.	Shared Dispositive Power:  36,350
11.	Aggregate Amount Beneficially Owned by Each Reporting Person:  36,350	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares  <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11):  0.1%	
14.	Type of Reporting Person (See Instructions):  PN	

1.	Names of Reporting Persons:  CFH Ventures, Ltd.	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See instructions)  OO	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)	
6.	Citizenship or Place of Organization:  Texas	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power:  0
	8.	Shared Voting Power:  36,350
	9.	Sole Dispositive Power:  0
	10.	Shared Dispositive Power:  36,350
11.	Aggregate Amount Beneficially Owned by Each Reporting Person:  36,350	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares  <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11):  0.1%	
14.	Type of Reporting Person (See Instructions):  PN	



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**Item 1. Security and Issuer.**

This statement on Schedule 13D (this “Schedule 13D”) relates to the common stock, par value \$0.0001 per share (the “Common Stock”), of Drilling Tools International Corporation (the “Issuer”), a Delaware corporation. The address of the Issuer’s principal executive office is 3701 Briarpark Drive, Suite 150, Houston, Texas 77042.

**Item 2. Identity and Background.**

(a) This Schedule 13D is filed by HHEP-Directional, L.P. (“HHEP LP”), HHEP-Directional GP, L.P. (“HHEP GP”), HH Directional LLC (“HH LLC”), Hicks Holdings Operating LLC (“HHO LLC”), WCH Ventures, Ltd. (“WCH”), CFH Ventures, Ltd. (“CFH”) and Thomas O. Hicks (together, with HHEP LP, HHEP GP, HH LLC, HHO LLC, WCH and CFH the “Reporting Persons”). HHEP GP is the general partner of HHEP LP. HH LLC is the general partner of HHEP GP. Mr. Hicks is the sole member of HH LLC, the sole owner of HHO LLC and the trustee of each of WCH and CFH.

(b) The business address of the Reporting Persons is 2200 Ross Avenue, Suite 4600W, Dallas, Texas 75201.

(c) The principal business of HHEP LP is holding securities of the Issuer. The principal business of HHEP GP is to act as general partner of HHEP LP. The principal business of HH LLC is to act as general partner of HHEP GP. The principal business of HHO LLC is to render transaction, financing advisory and other similar services to the Issuer and other investment vehicles. The principal business of Mr. Hicks is a private equity investor. The principal business of each of WCH and CFH is to hold investments for the benefit of certain of Mr. Hicks’ family members.

(d) During the last five years, none of the Reporting Persons have been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Reporting Persons was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) HHEP LP is a Delaware limited partnership. HHEP GP is a Delaware limited partnership. HH LLC is a Texas limited liability company. HHO LLC is a Texas limited liability company. Mr. Hicks is a citizen of the United States of America. Each of WCH and CFH is a Texas limited partnership.

**Item 3. Source and Amount of Funds or Other Consideration.**

On June 20, 2023 (the “Closing Date”), Drilling Tools International Holdings, Inc., a Delaware corporation (“DTIH”), ROC Energy Acquisition Corp., a Delaware corporation (“ROC”), and ROC Merger Sub, Inc., a Delaware corporation and a directly, wholly owned subsidiary of ROC (“Merger Sub”), consummated a business combination pursuant to an agreement and plan of merger, dated February 13, 2023 (the “Initial Merger Agreement”), by and among DTIH, ROC and Merger Sub, as amended by the First Amendment to the Agreement and Plan of Merger, dated June 5, 2023 (the “Merger Agreement Amendment,” and, the Initial Merger Agreement as amended thereby, the “Merger Agreement”). Pursuant to the terms of the Merger Agreement, Merger Sub merged with and into DTIH, with DTIH surviving the merger as a wholly owned subsidiary of ROC (the “Merger,” and together with the other transactions contemplated by the Merger Agreement and the other agreements contemplated thereby, the “Business Combination”). In connection with the consummation of the Business Combination (the “Closing”), ROC changed its name to “Drilling Tools International Corporation”.

In connection with the Closing, and pursuant to the terms of the Merger Agreement, among other things, each share of (i) common stock of DTIH (“DTIH Common Stock”) issued and outstanding immediately prior to the Closing was converted into the right to receive 0.2282 shares of Common Stock and (ii) each share of preferred stock of DTIH (“DTIH Preferred Stock”) issued and outstanding immediately prior to the Closing was converted into the right to receive (a) \$0.54 in cash per share of DTIH Preferred Stock (the “Preferred Cash Consideration”) and (b) 0.3299 shares of Common Stock. Pursuant to the terms of an Exchange Agreement by and between the applicable Reporting Person, ROC Energy Holdings, LLC, a Delaware limited liability company (“ROC Holdings”), Merger Sub and DTIH, dated as of the Closing Date (each, an “Exchange Agreement”), each of HHEP, Mr. Hicks, WCH and CFH elected to exchange the Preferred Cash Consideration it was entitled to receive pursuant to the Merger Agreement into 1,801,178; 20,663; 3,444 and 3,444 shares of Common Stock, respectively, which are included in the reported amount.

In connection with the Closing, HHEP LP, HHO LLC, Mr. Hicks, WCH and CFH received 15,928,111; 262,429; 218,096; 36,350 and 36,350 shares of Common Stock, respectively, in exchange for its shares of DTIH Common Stock and DTIH Preferred Stock, which includes any shares of Common Stock received under an Exchange Agreement.

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The foregoing description of the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Initial Merger Agreement, which is attached hereto as Exhibit 2 and is incorporated herein by reference, and the full text of the Merger Agreement Amendment, which is attached hereto as Exhibit 3 and is incorporated herein by reference.

The foregoing description of the Exchange Agreements does not purport to be complete and is qualified in its entirety by reference to the full text of the form of Exchange Agreement, which is attached hereto as Exhibit 4 and is incorporated herein by reference.

**Item 4. Purpose of Transaction.**

The information set forth in Item 3 of this Schedule 13D is incorporated herein by reference.

The Reporting Persons may, directly or through one or more affiliates, from time to time or at any time, acquire or seek to acquire additional Common Stock either in the open market or in private transactions, or dispose of or seek to dispose of all or a portion of such Common Stock now owned or hereafter acquired. HHEP LP may, from time to time or at any time, distribute Common Stock to its partners. In addition, the Reporting Persons may, directly or through one or more affiliates, from time to time or at any time, (i) engage in discussions with or make proposals to the Board of Directors (the “Board”) of the Issuer, other stockholders of the Issuer, and/or other third parties, or (ii) encourage, cause or seek to cause the Issuer or any of such persons: to consider or explore extraordinary corporate transactions involving the Issuer, including, among other things, a merger, reorganization, consolidation or other take-private transaction that could result in the de-listing or de-registration of the Common Stock; sales or acquisitions of assets or businesses; joint ventures; changes to the Issuer’s capitalization or dividend policy; or other material changes to the Issuer’s business or capital or governance structure. Any action or actions the Reporting Persons may undertake with respect to their investment in the Issuer will be dependent upon the Reporting Persons’ review of numerous factors, including, among other things, the Issuer’s business, prospects, and/or financial condition, the market for the Common Stock, general economic conditions, regulatory matters, tax considerations, debt and/or stock market conditions, other opportunities available to the Reporting Persons, and other factors and future developments.

Mr. Hicks and an employee of an affiliate of the Reporting Persons are members of the Board. In addition, Mr. Hicks, in his capacity as a director, may be entitled to receive cash compensation and equity compensation, including stock option or other equity awards, pursuant to the Issuer’s 2023 Omnibus Incentive Plan (the “2023 Omnibus Incentive Plan”), filed as Exhibit 5 to this Schedule 13D and incorporated herein by reference.

**Item 5. Interest in Securities of the Issuer.**

(a) See Rows (11) and (13) of the cover pages to this Schedule 13D. The percentages used in this Schedule 13D are calculated based upon 29,768,568 shares of Common Stock outstanding after the Business Combination as of June 28, 2023.

(b) See Rows (7) through (10) of the cover pages to this Schedule 13D.

(c) Other than as disclosed in this Schedule 13D, none of the Reporting Persons has effected any transactions in the Issuer’s securities within the past 60 days.

(d) No person other than the Reporting Persons is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, the shares of Common Stock held by the Reporting Persons.

(e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

On February 13, 2023, ROC, HHEP LP and other parties entered into the Amended and Restated Registration Rights Agreement (the “Amended and Restated Registration Rights Agreement”), which is attached hereto as Exhibit 6 and is incorporated herein by reference. Pursuant to the Amended and Restated Registration Rights Agreement, ROC agreed to use commercially reasonable efforts to file a registration statement under the Securities Act of 1933, as amended, to permit the resale of certain shares of Common Stock within 30 days of the Closing Date.

On February 13, 2023, ROC, DTIH and HHEP LP entered into the Company Stockholder Support Agreement (the “Company Stockholder Support Agreement”), which is attached hereto as Exhibit 7 and is incorporated herein by reference, whereby, among other things, HHEP LP agreed to vote its shares of DTIH Common Stock in favor of the Business Combination.

On the Closing Date, in connection with the Closing, the Issuer and HHEP LP entered into a Company Stockholder Lock-up Agreement (the “Lock-up Agreement”), a form of which is attached hereto as Exhibit 8 and is incorporated herein by reference. Pursuant to the Lock-up Agreement, HHEP LP agreed, subject to certain customary exceptions, that during the period that is the earlier of (i) the date that is 180 days following the Closing Date and (ii) the date specified in a written waiver of the provisions of the Lock-up Agreement duly executed by ROC Holdings and the Issuer, not to dispose of, directly or indirectly, any shares of Common Stock subject to the Lock-up Agreement, or take other related actions with respect to such shares. The shares of Common Stock subject to the Lock-up Agreement include all such shares held by HHEP LP, except for shares of Common Stock issued pursuant to its Exchange Agreement.

On the Closing Date, in connection with the Closing, the Issuer entered into an Indemnification Agreement with each member of the Board (collectively, the “Indemnification Agreements”), including Mr. Hicks, a form of which is attached hereto as Exhibit 9 and is incorporated herein by reference. The Indemnification Agreements require the Issuer to indemnify the members of the Board for certain expenses, including attorneys’ fees, judgments, fines and settlement amounts incurred by a director in any action or proceeding arising out of their services to the Issuer or any other company or enterprise to which the person provides services at the Issuer’s request.

HHO LLC is party to that certain Monitoring and Oversight Agreement with DTIH, dated January 27, 2012 (the “Initial Monitoring Agreement”), as amended by the first amendment thereto dated February 13, 2023 (the “Amendment to the Monitoring Agreement” and, the Initial Monitoring Agreement as amended thereby, the “Monitoring Agreement”), each of which is attached hereto as Exhibit 10 and Exhibit 11. Pursuant to the Monitoring Agreement, HHO LLC provides financing and oversight monitoring services to DTIH as requested. As compensation for HHO LLC’s services under the Monitoring and Oversight Agreement, HHO LLC receives a quarterly fee equal to the greater of (i) \$62,500 and (ii) 0.625% of the Company’s earnings before interest, taxes, depreciation and amortization for the last 12 months (subject to a one quarter lag), as calculated pursuant to the Monitoring Agreement, subject to a cap of \$187,500 per quarter. On the Closing Date, DTIH and DTIC entered into an Assignment and Assumption Agreement with respect to the Monitoring Agreement (the “Assignment and Assumption Agreement”), which is attached hereto as Exhibit 12. Pursuant to the Assignment and Assumption Agreement, DTIH assigned to the Issuer all of its rights and obligations under the Monitoring Agreement.

The foregoing descriptions of the Amended and Restated Registration Rights Agreement, the Company Stockholder Support Agreement, the Lock-up Agreement, the Indemnification Agreements, the Monitoring Agreement and the Assignment and Assumption Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of such agreements, which are attached as Exhibit 6, Exhibit 7, Exhibit 8, Exhibit 9, Exhibit 10, Exhibit 11 and Exhibit 12, respectively.

Except as otherwise described in this Schedule 13D, there are no contracts, arrangements, understandings or similar relationships with respect to the securities of the Issuer between any Reporting Persons and any other person or entity.

The information set forth in Item 3 with respect to the Merger Agreement and the Exchange Agreements, and Item 4 with respect to the 2023 Omnibus Incentive Plan, is incorporated herein by reference.

**Item 7. Material to be filed as Exhibits.**

- Exhibit 1 Joint Filing Agreement, dated June 30, 2023, by and among the Reporting Persons (filed herewith).
- Exhibit 2 Agreement and Plan of Merger, dated as of February 13, 2023, by and among ROC Energy Acquisition Corp., ROC Merger Sub, Inc. and Drilling Tools International Holdings, Inc. (incorporated by reference to Exhibit 2.1 to ROC Energy Acquisition Corp.’s Current Report on Form 8-K (File No. 001-41103), filed with the Securities and Exchange Commission on February 13, 2023).
- Exhibit 3 First Amendment to the Agreement and Plan of Merger, by and among ROC Energy Acquisition Corp., ROC Merger Sub, Inc. and Drilling Tools International Holdings, Inc. (incorporated by reference to Exhibit 2.1 to ROC Energy Acquisition Corp.’s Current Report on Form 8-K (File No. 001-41103), filed with the Securities and Exchange Commission on June 9, 2023).
- Exhibit 4 Form of Exchange Agreement (incorporated by reference to Exhibit 10.3 to the Issuer’s Current Report on Form 8-K (File No. 001-41103), filed with the Securities and Exchange Commission on June 26, 2023).
- Exhibit 5 Form of 2023 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.1 to ROC Energy Acquisition Corp.’s Registration Statement on Form S-4 (File No. 333-269763), filed with the Securities and Exchange Commission on February 14, 2023).
- Exhibit 6 Amended and Restated Registration Rights Agreement, dated as of February 13, 2023, between ROC Energy Acquisition Corp., HHEP-Directional, L.P. and the other parties thereto (incorporated by reference to Exhibit 10.18 to ROC Energy Acquisition Corp.’s Registration Statement on Form S-4 (File No. 333-269763), filed with the Securities and Exchange Commission on February 14, 2023).
- Exhibit 7 Company Stockholder Support Agreement, dated as of February 13, 2023, between ROC Energy Acquisition Corp., Drilling Tools International Holdings, Inc. and HHEP-Directional, L.P. (incorporated by reference to Exhibit 10.17 to ROC Energy Acquisition Corp.’s Registration Statement on Form S-4 (File No. 333-269763), filed with the Securities and Exchange Commission on February 14, 2023).

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- Exhibit 8 Form of Lock-up Agreement (incorporated by reference to Exhibit 10.12 to ROC Energy Acquisition Corp.'s Registration Statement on Form S-4 (File No. 333-269763), filed with the Securities and Exchange Commission on February 14, 2023).
- Exhibit 9 Form of Indemnification Agreement (incorporated by reference to Exhibit 10.6 to the Issuer's Current Report on Form 8-K (File No. 001-41103), filed with the Securities and Exchange Commission on June 26, 2023).
- Exhibit 10 Monitoring and Oversight Agreement, dated as of January 27, 2012, between Directional Rentals Holdings, Inc. and Hicks Holdings Operating LLC.
- Exhibit 11 First Amendment to Monitoring and Oversight Agreement, dated as of February 13, 2023, between Hicks Holdings Operating LLC and Drilling Tools International Holdings, Inc.
- Exhibit 12 Assignment and Assumption Agreement, dated as of June 20, 2023, between Drilling Tools International Holdings, Inc. and Drilling Tools International Corporation.

*[The signature page follows.]*

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**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: June 30, 2023

**HHEP-Directional, L.P.**

By: HHEP-Directional GP, L.P., its general partner  
By: HH Directional LLC, its sole member

By: /s/ Thomas O. Hicks  
Name: Thomas O. Hicks  
Title: Authorized Signatory

**HHEP-Directional GP, L.P.**

By: HH Directional LLC, its sole member

By: /s/ Thomas O. Hicks  
Name: Thomas O. Hicks  
Title: Authorized Signatory

**HH Directional LLC**

By: /s/ Thomas O. Hicks  
Name: Thomas O. Hicks  
Title: Authorized Signatory

**Hicks Holdings Operating LLC**

By: /s/ Thomas O. Hicks  
Name: Thomas O. Hicks  
Title: Authorized Signatory

/s/ Thomas O. Hicks  
Thomas O. Hicks

**WCH Ventures, Ltd.**

By: /s/ Thomas O. Hicks  
Name: Thomas O. Hicks  
Title: Authorized Signatory

**CFH Ventures, Ltd.**

By: /s/ Thomas O. Hicks  
Name: Thomas O. Hicks  
Title: Authorized Signatory

**JOINT FILING AGREEMENT**

The undersigned hereby agree that they are filing this statement jointly pursuant to Rule 13d-1(k)(1). Each of them is responsible for the timely filing of such Schedule 13D and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; but none of them is responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate.

In accordance with Rule 13(d)-1(k)(1) under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with each other on behalf of each of them of the attached statement on Schedule 13D with respect to the shares of common stock of Drilling Tools International Corporation beneficially owned by each of them. This Joint Filing Agreement shall be included as an Exhibit to such Schedule 13D.

Dated: June 30, 2023

**HHEP-Directional, L.P.**

By: HHEP-Directional GP, L.P., its general partner  
By: HH Directional LLC, its sole member

By: /s/ Thomas O. Hicks  
Name: Thomas O. Hicks  
Title: Authorized Signatory

**HHEP Directional GP, L.P.**

By: HH Directional LLC, its sole member

By: /s/ Thomas O. Hicks  
Name: Thomas O. Hicks  
Title: Authorized Signatory

**HH Directional LLC**

By: /s/ Thomas O. Hicks  
Name: Thomas O. Hicks  
Title: Authorized Signatory

**Hicks Holdings Operating LLC**

By: /s/ Thomas O. Hicks  
Name: Thomas O. Hicks  
Title: Authorized Signatory

/s/ Thomas O. Hicks  
Thomas O. Hicks

**WCH Ventures, Ltd.**

By: /s/ Thomas O. Hicks  
Name: Thomas O. Hicks  
Title: Authorized Signatory

**CFH Ventures, Ltd.**

By: /s/ Thomas O. Hicks  
Name: Thomas O. Hicks  
Title: Authorized Signatory

## MONITORING AND OVERSIGHT AGREEMENT

This MONITORING AND OVERSIGHT AGREEMENT (this "Agreement") is made and entered into effective as of January 27, 2012, between Directional Rentals Holdings, Inc., a Delaware corporation (together with its successors, the "Company"), and Hicks Holdings Operating LLC, a Texas limited liability company (together with its successors, "Monitor").

WHEREAS, the Company has requested that Monitor render, and Monitor agrees to render, financial oversight and monitoring services to the Company as requested from time to time by the board of directors of the Company.

NOW, THEREFORE, in consideration of the services to be rendered by Monitor to the Company, and to evidence the obligations of the Company to Monitor and the mutual covenants herein contained, the Company hereby agrees with Monitor as follows:

1. Retention. The Company hereby acknowledges that it has retained Monitor to, and Monitor acknowledges that, subject to reasonable advance notice in order to accommodate scheduling, Monitor will, provide financial oversight and monitoring services to the Company as requested by the board of directors of the Company during the term of this Agreement.

2. Term. The term of this Agreement shall continue until the earlier to occur of (i) the tenth anniversary of the date hereof, (ii) the date on which Monitor or its successors and their respective affiliates shall cease to own beneficially, directly or indirectly, any securities of the Company or its successors or (iii) the date of the closing of the acquisition of the Company by another entity which is not affiliated with a Holder (as such term is defined in the Stockholders' Agreement among the Company's stockholders dated as of the date hereof) by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation) that results in the transfer of fifty percent (50%) or more of the outstanding voting power of the Company; provided, however, that if the term of this Agreement ends pursuant to clause (iii), the Company shall pay Monitor an amount equal to (a) the Monitoring Fee paid or payable to Monitor in respect of the quarter that ended immediately prior to the closing of such acquisition multiplied by (b) five (5), and such payment shall be made on or before the closing of such acquisition and shall be in addition to any payments due under Sections 3 and 4 hereunder.

3. Compensation.

(a) As compensation for Monitor's services to the Company under this Agreement, the Company hereby irrevocably agrees to pay to Monitor a quarterly fee equal to the greater of (i) \$62,500.00 and (ii) 0.625% of the Company's EBITDA (calculated as set forth in Section 3(c)) for the 12-month period ended three months prior to the Payment Date (as defined below) (the "Monitoring Fee"), prorated on a daily basis for any partial quarter during the term of this Agreement; provided, however, that the maximum Monitor Fee payable to Monitor for any quarter shall not exceed \$187,500.00. The Monitoring Fee shall be payable on each January 1, April 1, July 1 and October 1 during the term of this Agreement (each a "Payment Date"), beginning with the first Payment Date following the date hereof. All payments shall be made by wire transfer of immediately available funds to the account identified on Exhibit A hereto (or such other account as Monitor may hereafter designate in writing).

(b) All past due payments in respect of the Monitoring Fee shall bear interest at the lesser of the highest rate of interest which may be charged under applicable law or the prime commercial lending rate per annum of JPMorgan Chase Bank or its successors (which rate is a reference rate and is not necessarily its lowest or best rate of interest actually charged to any customer) (the “Prime Rate”) as in effect from time to time, plus five percent (5%), from the due date of such payment to and including the date on which payment is made to Monitor in full, including such interest accrued thereon.

(c) Except as expressly provided herein, the Company’s EBITDA for any 12-month period shall be calculated by reference to the consolidated financial statements of the Company and its subsidiaries for such period, which shall be prepared in accordance with GAAP, applied consistently throughout the term of this Agreement; provided, however, that for purposes of calculating the Company’s EBITDA the following expenses shall not be deducted in calculating EBITDA:

(i) extraordinary items;

(ii) equity compensation expenses incurred by the Company or its subsidiaries;

(iii) inventory reserves/write-offs except to the extent that inventory does not exist or has been deemed obsolete or unsalable by documented environmental regulations or orders; and

(iv) bad debt reserves/write-offs other than (A) those taken in accordance with GAAP from a debtor with accounts outstanding in excess of 270 days or (B) those with a debtor whose related business is in voluntary or involuntary bankruptcy or dissolution under applicable bankruptcy or similar law.

4. Reimbursement of Expenses. In addition to the compensation to be paid pursuant to Section 3(a) hereof, the Company agrees to pay or reimburse Monitor for all “Reimbursable Expenses,” which shall consist of all reasonable disbursements and out-of-pocket expenses (including, without limitation, costs of travel, postage, deliveries, fees and disbursements of counsel, communications, etc., but excluding allocated overhead) incurred by Monitor or its affiliates for the account of the Company or in connection with the performance by Monitor of the services contemplated by Section 1 hereof. Promptly (but not more than 10 days) after request by or notice from Monitor, the Company shall pay Monitor, by wire transfer of immediately available funds to the account described on Exhibit A hereto (or such other account as Monitor may hereafter designate in writing), the Reimbursable Expenses for which Monitor has provided the Company invoices or reasonably detailed descriptions. All past due payments in respect of the Reimbursable Expenses shall bear interest at the lesser of the highest rate of interest which may be charged under applicable law or the Prime Rate plus five percent (5%) from the applicable Payment Date to and including the date on which such Reimbursable Expenses plus accrued interest thereon are fully paid to Monitor.



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5. **Indemnification.** The Company shall indemnify and hold harmless each of Monitor, its affiliates, and their respective directors, officers, controlling persons (within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20(a) of the Securities Exchange Act of 1934, as amended), if any, agents and employees (Monitor, its affiliates, and such other specified persons being collectively referred to as “Indemnified Persons,” and individually as an “**Indemnified Person**”) from and against any and all claims, liabilities, losses, damages and expenses incurred by any Indemnified Person (including those arising out of an Indemnified Person’s negligence and reasonable fees and disbursements of the respective Indemnified Person’s counsel) which (A) are related to or arise out of (i) actions taken or omitted to be taken (including, without limitation, any untrue statements made or any statements omitted to be made) by the Company or (ii) actions taken or omitted to be taken by an Indemnified Person with the Company’s consent or in conformity with the Company’s instructions or the Company’s actions or omissions or (B) are otherwise related to or arise out of Monitor’s engagement, and will reimburse each Indemnified Person for all reasonable costs and expenses, including, without limitation, reasonable fees and disbursements of any Indemnified Person’s counsel, as they are incurred, in connection with investigating, preparing for, defending or appealing any action, formal or informal claim, investigation, inquiry or other proceeding, whether or not in connection with pending or threatened litigation, caused by or arising out of or in connection with Monitor’s acting pursuant to Monitor’s engagement, whether or not any Indemnified Person is named as a party thereto and whether or not any liability results therefrom. The Company will not, however, be responsible for any claims, liabilities, losses, damages or expenses pursuant to clause (B) of the preceding sentence to the extent they have resulted from Monitor’s bad faith, gross negligence or willful misconduct. The Company also agrees that neither Monitor nor any other Indemnified Person shall have any liability to the Company for or in connection with such engagement except for any such liability for claims, liabilities, losses, damages or expenses incurred by the Company to the extent they have resulted from Monitor’s bad faith, gross negligence or willful misconduct. The Company further agrees that it will not, without the prior written consent of Monitor, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification may be sought hereunder (whether or not any Indemnified Person is an actual or potential party to such claim, action, suit or proceeding) unless such settlement, compromise or consent includes an unconditional release of Monitor and each other Indemnified Person hereunder from all liability arising out of such claim, action, suit or proceeding. **THE COMPANY HEREBY ACKNOWLEDGES THAT THE FOREGOING INDEMNITY SHALL BE APPLICABLE TO ANY CLAIMS, LIABILITIES, LOSSES, DAMAGES OR EXPENSES THAT HAVE RESULTED FROM OR ARE ALLEGED TO HAVE RESULTED FROM THE ACTIVE OR PASSIVE OR THE SOLE, JOINT OR CONCURRENT ORDINARY NEGLIGENCE OF MONITOR OR ANY OTHER INDEMNIFIED PERSON, SO LONG AS SUCH CLAIMS, LIABILITIES, LOSSES, DAMAGES OR EXPENSES ARE NOT A RESULT OF BAD FAITH OR WILLFUL MISCONDUCT OF MONITOR OR SUCH OTHER INDEMNIFIED PERSON, AS APPLICABLE.**

The foregoing right to indemnity shall be in addition to any rights that Monitor and/or any other Indemnified Person may have at common law or otherwise and shall remain in full force and effect following the completion or any termination of the engagement. The Company hereby consents to personal jurisdiction and to service and venue in any court in which any claim which is subject to this Agreement is brought against Monitor or any other Indemnified Person.

It is understood that, in connection with Monitor's engagement, Monitor may also be engaged to act for the Company in one or more additional capacities, and that the terms of this engagement or any such additional engagement(s) may be embodied in one or more separate written agreements. This indemnification shall apply to the engagement specified in the first paragraph hereof as well as to any such additional engagement(s) (whether written or oral) and any modification of said engagement or such additional engagement(s) and shall remain in full force and effect following the completion or termination of said engagement or such additional engagements.

The Company further understands and agrees that if Monitor is asked to furnish the Company a financial opinion letter or act for the Company in any other formal capacity, such further action may be subject to a separate agreement containing provisions and terms to be mutually agreed upon.

6. Confidential Information. Monitor agrees not to divulge any confidential information, secret processes or trade secrets disclosed by the Company or any of its subsidiaries to Monitor in connection with the performance of the services hereunder, unless the Company consents to the divulging thereof or such information, secret processes or trade secrets are publicly available or otherwise available other than as a result of a breach of this Section 6 to Monitor without restriction or breach of any confidentiality agreement or unless required by any governmental authority or in response to any valid legal process.

7. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Texas, excluding any choice-of-law provisions thereof. Each of the parties hereby (a) irrevocably submits to the exclusive jurisdiction of the United States Federal District Court for the Northern District of Texas, sitting in Dallas County, Texas, the United States of America, in the event such court has jurisdiction or, if such court does not have jurisdiction, to any district court sitting in Dallas County, Texas, the United States of America, for the purpose of any suit, action or proceeding arising out of or relating to this Agreement, including any claims by any Indemnified Persons for indemnity pursuant to Section 5 hereof, (b) waives, and agrees not to assert in any such suit, action or proceeding, any claim that (i) it is not personally subject to the jurisdiction of such court or of any other court to which proceedings in such court may be appealed, (ii) such suit, action or proceeding is brought in an inconvenient forum, or (iii) the venue of such suit, action or proceeding is improper and (c) expressly waives any requirement for the posting of a bond by the party bringing such suit, action or proceeding. Each of the parties consents to process being served in any such suit, action or proceeding by mailing, certified mail, return receipt requested, a copy thereof to such party at the address in effect for notices hereunder, and agrees that such services shall constitute good and sufficient service of process and notice thereof. Nothing in this Section 7 shall affect or limit any right to serve process in any other manner permitted by law.

8. Notice. For purposes of this Agreement, all notices and other communications shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Company:

Directional Rentals Holdings, Inc.  
Attn: Wesley DeHaven  
1125 Regional Park Drive  
Houston, Texas 77060  
Facsimile: (281) 645-2014

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If to Monitor:

Hicks Holdings Operating LLC  
Attention: Curt Crofford, Rick Neuman, Lori McCutcheon, Genee Darden  
100 Crescent Court, Suite 1200  
Dallas, Texas 75201  
Facsimile: (214) 615-2236

9. Assignment. This Agreement and all provisions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned (other than with respect to the rights of Monitor, which may be assigned to any one or more of its principals or affiliates) by any of the parties without the prior written consent of the other parties.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

11. Other Understandings. All discussions, understandings and agreements heretofore made between any of the parties hereto with respect to the subject matter hereof are merged in this Agreement, which alone fully and completely expresses the Agreement of the parties hereto. All calculations of the Monitoring Fee and Reimbursable Expenses shall be made by Monitor and, in the absence of mathematical error, shall be presumed correct.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

HICKS HOLDINGS OPERATING LLC

By: /s/ Lori K. McCutcheon  
Name: Lori K. McCutcheon  
Title: Vice President

DIRECTIONAL RENTALS HOLDINGS, INC.

By: /s/ Thomas O. Hicks  
Name: Thomas O. Hicks  
Title: President

**FIRST AMENDMENT TO  
MONITORING AND OVERSIGHT AGREEMENT**

This FIRST AMENDMENT TO MONITORING AND OVERSIGHT AGREEMENT (this "Amendment") is made and entered into as of February 13, 2023, between Drilling Tools International Holdings, Inc., a Delaware corporation (f/k/a Directional Rentals Holdings, Inc., together with its successors, the "Company"), and Hicks Holdings Operating LLC, a Texas limited liability company (together with its successors, "Monitor").

WHEREAS, the Company and Monitor entered into that certain Monitoring and Oversight Agreement, dated January 27, 2012 (the "Agreement"), pursuant to which Monitor rendered financial oversight and monitoring services to the Company as requested from time to time by the board of directors of the Company;

WHEREAS, the term of the Agreement expired on January 27, 2022 (the "Expiration Date") and neither the Company nor Monitor was aware of such expiration;

WHEREAS, from and after the Expiration Date, Monitor continued to provide the financial oversight and monitoring services in accordance with the terms of the Agreement and the Company continued to pay for such services in accordance with the terms of the Agreement;

WHEREAS, the Company and Monitor desire to revive the Agreement, ratify the payments made by the Company to Monitor and amend the Agreement as set forth below to provide for the continued provision of oversight and monitoring services by Monitor to the Company.

NOW, THEREFORE, in consideration of the services rendered and to be rendered by Monitor to the Company, and to evidence the obligations of the Company to Monitor and the mutual covenants herein contained, the Company hereby agrees with Monitor as follows:

1. Revival. The Agreement is hereby revived, effective as of the Expiration Date, and will continue in full force and effect from and after such date until the term of the Agreement expires pursuant to Section 2 thereof, as amended by this Amendment, or is terminated in accordance with its terms.

2. Ratification. The provision of oversight and monitoring services by Monitor to the Company from and after the Expiration Date until the date of this Amendment and the payment by the Company to Monitor of fees in respect of such services, in each case, were provided and paid pursuant to the terms of the Agreement.

3. Amendment. Effective as of January 26, 2022, the Agreement is hereby amended as follows:

(a) Clause (i) of Section 2 is hereby deleted and replaced with:

“(i) December 31, 2027,”

(b) Section 12. The following is added as a new Section 12.

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Section 12. Assumption by Acquiror. In the event that, as a result of a transaction or series of related transactions, the Company becomes a wholly owned subsidiary of another corporation, limited liability company, partnership or other entity (the “Acquiror”), then the Company shall assign to the Acquiror, and shall cause the Acquiror to assume from the Company, the Company’s obligations under this Agreement, effective as of the closing of such transaction or series of related transactions, and all references to Company hereunder shall be to the Acquiror from and after the such assignment and assumption.

4. No Other Amendments. Except as modified and amended herein, the terms and provisions of the Agreement shall remain in full force and effect.

5. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

HICKS HOLDINGS OPERATING LLC

By: /s/ Thomas O. Hicks  
Name: Thomas Hicks  
Title: Authorized Person

DRILLING TOOLS INTERNATIONAL HOLDINGS, INC.

By: /s/ R. Wayne Prejean  
Name: R. Wayne Prejean  
Title: President and Chief Executive Officer

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made and entered into as of June 20, 2023 (the “**Effective Date**”), between Drilling Tools International Holdings, Inc., a Delaware corporation (f/k/a Directional Rentals Holdings, Inc.) (“**Assignor**”), and Drilling Tools International Corporation, a Delaware corporation (f/k/a ROC Energy Acquisition Corp.) (“**Assignee**”).

**RECITALS**

**WHEREAS**, Assignor is party to that certain Monitoring and Oversight Agreement, dated as of January 27, 2012, between Assignor and Hicks Holding Operating LLC, as amended by the First Amendment thereto dated February 13, 2023 (as amended, the “**Monitoring Agreement**”);

**WHEREAS**, Assignee acquired Assignor pursuant to a business combination consummated on June 20, 2023; and

**WHEREAS**, Assignor wishes to assign to Assignee, and Assignee agrees to assume from Assignor, all of Assignor’s rights and obligations under the Monitoring Agreement, which is required by Section 12 of the Monitoring Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, agreements and conditions set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. **Assignment by Assignor.** Assignor hereby assigns to Assignee, effective as of the Effective Date, all of Assignor’s rights under the Monitoring Agreement.
2. **Assumption.** Assignee hereby assumes and shall pay, perform and discharge, effective as of the Effective Date, all of Assignor’s obligations under the Monitoring Agreement.
3. **Further Assurances.** The parties hereto covenant and agree to execute such further instruments and take such further action as may reasonably be required by either party to fully effectuate the terms and provisions of this Agreement and the transactions contemplated herein.
4. **Survival of Provisions.** The covenants and obligations contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
5. **Counterparts.** This Agreement may be executed by facsimile or as an attachment to electronic mail in “Portable Document Format” (PDF), or “Tagged Image File Format” (TIFF), in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

*[Signatures Follow]*



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

**ASSIGNOR:**

**DRILLING TOOLS INTERNATIONAL HOLDINGS,  
INC.**

By:     /s/ R. Wayne Prejean    

Name: R. Wayne Prejean

Title: President and Chief Executive Officer

**ASSIGNEE:**

**DRILLING TOOLS INTERNATIONAL  
CORPORATION**

By:     /s/ R. Wayne Prejean    

Name: R. Wayne Prejean

Title: President and Chief Executive Officer

*[Signature Page to Assignment and Assumption Agreement]*