UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

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

DATE OF REPORT: February 7, 2019
(Date of earliest event reported)

Hornbeck Offshore Services, Inc.
(Exact Name of Registrant as Specified in Its Charter)

Delaware	**001-32108**	**72-1375844**
(State or other jurisdiction of incorporation or organization)	**(Commission File Number)**	**(I.R.S. Employer Identification Number)**
103 Northpark Boulevard, Suite 300 **Covington, LA** **(Address of Principal Executive Offices)**		**70433** **(Zip Code)**

(985) 727-2000
(Registrant's Telephone Number, Including Area Code)

N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☐

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

Item 1.01. Entry into a Material Definitive Agreement.

On February 7, 2019, Hornbeck Offshore Services, Inc. (the "Company") announced the closing of $111,884,650 in second-lien term loans due 2025 dated as of February 7, 2019 by and among the Company, as Parent Borrower, Hornbeck Offshore Services, LLC, or HOS, as Co-Borrower, certain exchanging holders of the Company's outstanding 5.875% senior notes due 2020 (the "2020 Senior Notes"), and Wilmington Trust, National Association, as Administrative Agent and Collateral Agent for the lenders (the "Second Lien Term Loans"). The Second Lien Term Loans were issued in exchange for $131,629,000 of 2020 Senior Notes. The Second Lien Term Loans are guaranteed by the Parent Borrower's significant domestic subsidiaries other than HOS and contain customary representations and warranties, covenants and events of default.

The Second Lien Term Loans are collateralized by a second-priority interest in 48 domestic high-spec OSVs and MPSVs (including two pending MPSV newbuilds) and seven foreign high-spec OSVs, and associated personalty, as well as by certain deposit and securities accounts. Subject to the foregoing and certain limitations, the Company's other assets that do not arise from, are not required for use in connection with, and are not necessary for, the operation of mortgaged vessels are unencumbered by liens, including ten low-spec domestic OSVs and eleven foreign-flagged vessels.

Borrowings under the Second Lien Term Loans accrue interest at a fixed rate of 9.50% per annum. The Second Lien Term Loans may be prepaid (i) at 100% of the principal amount repaid if such repayment occurs on or prior to August 7, 2019; (ii) at 101% of the principal amount repaid if such repayment occurs after August 7, 2019 but on or prior to August 7, 2020 and (iii) at 100% of the principal amount repaid if such repayment occurs after August 7, 2020.

The foregoing is a summary only, is not necessarily complete, and is qualified by the full text of the Second Lien Term Loan Agreement, the Second Lien Guaranty and Collateral Agreement and the Second Lien Intercreditor Agreement filed herewith as Exhibit 10.1, Exhibit 10.2 and Exhibit 10.3, respectively.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

The information under Item 1.01 is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit Number	Description
10.1	Second Lien Term Loan Agreement dated as of February 7, 2019 by and among the Company, as Parent Borrower, Hornbeck Offshore Services, LLC, as Co-Borrower, Wilmington Trust, National Association, as Administrative Agent, Wilmington Trust, National Association, as Collateral Agent, and the lenders party thereto.
10.2	Second Lien Guaranty and Collateral Agreement dated as of February 7, 2019 by and among the Company, as Parent Borrower, Hornbeck Offshore Services, LLC, as Co-Borrower, Wilmington Trust National Association, as Collateral Agent, and the obligors signatory thereto.
10.3	Second Lien Intercreditor Agreement dated as of February 7, 2019 by and among the Company, as Parent Borrower, Hornbeck Offshore Services, LLC, as Co-Borrower, Wilmington Trust, National Association, in various capacities, and the grantors party thereto.

SIGNATURES

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

Hornbeck Offshore Services, Inc.

Date: February 8, 2019

By: /s/ James O. Harp, Jr.
James O. Harp, Jr.
Executive Vice President and Chief Financial Officer

SECOND LIEN TERM LOAN AGREEMENT

DATED AS OF

FEBRUARY 7, 2019

AMONG

HORNBECK OFFSHORE SERVICES, INC.,

AS PARENT BORROWER,

HORNBECK OFFSHORE SERVICES, LLC,

AS CO-BORROWER,

WILMINGTON TRUST, NATIONAL ASSOCIATION,

AS ADMINISTRATIVE AGENT,

WILMINGTON TRUST, NATIONAL ASSOCIATION,

AS COLLATERAL AGENT

AND

THE LENDERS PARTY HERETO

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EXHIBITS AND SCHEDULES

THIS SECOND LIEN TERM LOAN AGREEMENT dated as of February 7, 2019 (the "Effective Date"), is entered into by and among: Hornbeck Offshore Services, Inc., a Delaware corporation ("HOSI" or the "Parent Borrower"); Hornbeck Offshore Services, LLC, a Delaware limited liability company ("HOS" or the "Co-Borrower"); and the Parent Borrower together with the Co-Borrower, collectively, the "Borrowers" and each, a "Borrower"; each of the Lenders from time to time party hereto; Wilmington Trust, National Association, as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, the "Administrative Agent"); and Wilmington Trust, National Association, as collateral agent for the Lenders (in such capacity, together with its successors in such capacity, the "Collateral Agent").

R E C I T A L S

A. HOS, as borrower, HOSI, as parent guarantor, Wells Fargo Bank, National Association, as the administrative agent and the other parties thereto entered into the Prior Credit Agreement (as defined below).

B. HOS has requested and the Lenders have agreed (x) to refinance the obligations of the Loan Parties under and replace the Prior Credit Agreement with the term loan facility evidenced by the First Lien Term Loan Agreement (as defined below) and this Agreement and to make new extensions of credit under this Agreement and (y) to permit the refinancing and replacement of the obligations of the Loan Parties under the Prior Credit Agreement with any other Credit Facility evidenced by any First Lien Documents, any Second Lien Documents, any Junior Lien Documents or the Revolver Facility permitted hereunder that may subsequently be provided to the Loan Parties by lenders or other investors, in each case on the terms and subject to the conditions set forth herein.

C. In consideration of the mutual covenants and agreements herein contained and of the loans, extensions of credit and commitments hereinafter referred to, the parties hereto agree as follows:

ARTICLE I

Definitions and Accounting Matters

Section 1.01 Terms Defined Above. As used in this Agreement, each term defined above has the meaning indicated above.

Section 1.02 Certain Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"2004 Issue Date" means November 23, 2004, the initial date of issuance of HOSI's previously outstanding 6.125% Senior Notes due 2014.

"2019 Convertible Senior Notes" means the 1.500% Convertible Senior Notes due 2019 issued pursuant to the 2019 Convertible Senior Notes Indenture.

"2019 Convertible Senior Notes Indenture" means that certain Indenture, dated as of August 13, 2012, among HOSI, the Guarantors (as defined therein) party thereto and Wells Fargo, as trustee, as amended, restated, supplemented or otherwise modified from time to time in accordance with the requirements thereof.

"2020 Senior Notes" means the 5.875% Senior Notes due 2020 issued pursuant to the 2020 Senior Notes Indenture.

"2020 Senior Notes Indenture" means that certain Indenture, dated as of March 16, 2012, among HOSI, the Guarantors (as defined therein) party thereto and Wells Fargo, as trustee, as amended, restated, supplemented or otherwise modified from time to time in accordance with the requirements thereof.

"2021 Senior Notes" means the 5.000% Senior Notes due 2021 issued pursuant to the 2021 Senior Notes Indenture.

"2021 Senior Notes Indenture" means that certain Indenture, dated as of March 28, 2013, among HOSI, the Guarantors (as defined therein) party thereto and Wells Fargo, as trustee, as amended, restated, supplemented or otherwise modified from time to time in accordance with the requirements thereof.

"Account Control Agreement" has the meaning assigned such term in the Guaranty and Collateral Agreement.

"Acquisition Transaction" means any Permitted Acquisition of, or Permitted Investment in, or a Restricted Investment that is otherwise permitted by Section 9.01 in, a Permitted Business or any acquisition of one or more Vessels or other Property.

"Additional Eligible Vessel" means (i) each High Spec Vessel and each MPSV owned by the Parent Borrower or any of its Restricted Subsidiaries as of the Effective Date that does not constitute Vessel Collateral as of the Effective Date and (ii) each High Spec Vessel and each MPSV acquired by the Parent Borrower or any of its Restricted Subsidiaries after the Effective Date (A) for consideration consisting entirely of the Equity Interests (other than Disqualified Stock) of the Parent Borrower or the proceeds from any issuance of the Equity Interests (other than Disqualified Stock) of the Parent Borrower or (B) pursuant to a concurrent purchase and sale or in-kind exchange of Vessels (or a combination thereof) that are not Vessel Collateral.

"Additional Lender" has the meaning assigned such term in Section 2.09(b).

"Additional Vessel" has the meaning assigned such term in Section 8.14(b).

"Additional Vessel Collateral Value" means (a) in connection with any Collateral Substitution Transaction (i) the excess (if any) of the Specified Value of any Additional Vessel mortgaged pursuant to Section 8.14(b) minus (ii) the Specified Value of the transferred Vessel Collateral in respect of which such Additional Vessel was substituted, for so long as such Additional Vessel remains Collateral and is otherwise subject to no Liens other than (i) Permitted Liens of the type described in clauses (k) and (l) of the definition thereof and (ii) Liens securing First Lien Debt, any other Second Lien Debt, any Junior Lien Debt or any Permitted Refinancing

Indebtedness in respect thereof permitted hereunder and (b) in connection with any Additional Eligible Vessel mortgaged pursuant to Section 8.14(b), the Specified Value of such Additional Eligible Vessel, for so long as such Additional Vessel remains Collateral and is otherwise subject to no Liens other than (i) Permitted Liens of the type described in clauses (k) and (l) of the definition thereof and (ii) Liens securing First Lien Debt, any other Second Lien Debt, any Junior Lien Debt or any Permitted Refinancing Indebtedness in respect thereof permitted hereunder; provided that, unless otherwise approved by the Required Lenders in writing (it being understood that so long as the First Lien Term Loan Agreement is outstanding, the approval of the First Lien Required Lenders in respect of Additional Vessel Collateral Value shall be deemed to be approval of the Required Lenders with respect thereto), the Additional Vessel Collateral Value attributable to any Collateral Substitution Transaction or Additional Eligible Vessel mortgaged pursuant to Section 8.14(b) shall be deemed to be $0 until the date that is 91 days after the date on which the applicable Additional Vessel or Additional Vessels have become subject to a second priority perfected security interest (or, if after the Discharge of First Lien Obligations, a first priority perfected security interest) in favor of the Collateral Agent in accordance with Section 8.14(b).

"Administrative Agent" has the meaning specified in the recital of parties to this Agreement.

"Administrative Agent Parties" has the meaning assigned such term in Section 12.14(f).

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. For the avoidance of doubt, an employee stock ownership plan sponsored by any Borrower shall not be an "Affiliate".

"Affiliate Transaction" has the meaning assigned such term in Section 9.06.

"After-Acquired Vessel" means any Vessel that is acquired or constructed by the Co-Borrower or any Restricted Subsidiary of the Parent Borrower following the Effective Date (and for the avoidance of doubt, excluding (a) all Vessels that are included in the Vessel Collateral as of the Effective Date, but including the HOS Warhorse and HOS Wild Horse and (b) other than Vessels acquired using Permitted Acquisition Indebtedness for so long as such Vessel is subject to a Lien securing the applicable Permitted Acquisition Indebtedness).

"Agents" means the Administrative Agent and the Collateral Agent.

"Agreement" means this Second Lien Term Loan Agreement, together with any and all supplements, restatements, renewals, refinances, modifications, amendments, extensions for any period, increases or rearrangements thereof.

"Anti-Terrorism Laws" means any laws relating to sanctions, terrorism or money laundering, including the USA PATRIOT Act, the laws comprising or implementing the Bank Secrecy Act (as any of the foregoing laws may from time to time be amended, renewed, extended, or replaced).

"Appraisal Report" has the meaning assigned such term in the definition of "Appraised Value".

"Appraised Value" means (a) with respect to any Vessel with a Vessel Book Value equal to or less than $35,000,000, the appraised value thereof determined by a Specified Qualified Appraiser (each such report, an "Appraisal Report") and (b) with respect to any Vessel with a Vessel Book Value greater than $35,000,000, the lesser of the appraised value thereof determined by each of two Specified Qualified Appraisers; provided that, if the greater of the two appraised values has an appraised value that exceeds 110% of the other appraised value, then the "Appraised Value" of such Vessel shall be the average value of the two appraised values.

"Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in commercial loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Asset Sale" means the sale, lease, conveyance or other disposition (a "disposition") of any Collateral (including, without limitation, by way of a sale and leaseback or a Permitted Asset Swap or as the result of an Event of Loss) or Equity Interests of any Person that owns Vessel Collateral ("Specified Equity Interests") (provided that the disposition of all or substantially all of the Property of the Parent Borrower and its Restricted Subsidiaries taken as a whole will be subject to Section 9.04 of this Agreement), whether in a single transaction or a series of related transactions, provided that such transaction or series of related transactions (i) involves Collateral having a Specified Value in excess of $10,000,000 or (ii) results in the receipt of consideration having a value in excess of $10,000,000. Notwithstanding the foregoing provisions of this definition, the following transactions will be deemed not to be Asset Sales: (A) the sale, lease, conveyance or other disposition of any Property other than Collateral; (B) a disposition of Collateral by any Borrower to another Loan Party or by a Guarantor to any Borrower or another Guarantor; (C) a disposition of Collateral that constitutes a Permitted Investment or a Restricted Payment that is permitted by Section 9.01; (D) any charter or lease of any Vessel Collateral entered into in the ordinary course of business and with respect to which the Parent Borrower or any Restricted Subsidiary thereof is the lessor or Person granting the charter, unless such charter or lease provides for the acquisition of such Vessel Collateral by the lessee during or at the end of the term thereof; (E) a disposition of inventory in the ordinary course of business; (F) a disposition of cash, Cash Equivalents or similar investments; (G) any charter or lease of any equipment or other properties or assets (other than Vessel Collateral) entered into in the ordinary course of business and with respect to which the Parent Borrower or any Restricted Subsidiary thereof is the lessor or Person granting the charter, unless such charter or lease provides for the acquisition of such properties or assets by the lessee during or at the end of the term thereof for an amount that is less than the fair market value thereof at the time the right to acquire such properties or assets occurs, (H) any disposition of obsolete or excess equipment or other properties or assets; (I) a disposition of properties or assets by a Restricted Subsidiary of the Parent Borrower to a Loan Party or by a Restricted Subsidiary of the Parent Borrower that is not a Loan Party to another Restricted Subsidiary of the Parent Borrower that is not a Loan Party; and (J) dispositions of property (other than Vessel Collateral) to the extent that (1) such property is exchanged for credit against the purchase price of similar replacement property that is promptly purchased or (2) the proceeds of such disposition are promptly applied to the purchase price of such replacement property (which replacement property is actually promptly purchased).

"Assignment" has the meaning assigned such term in Section 12.04(b)(i).

"Available Liquidity" means, on any date of determination, the sum as of such date of (i) all amounts available to be borrowed by the Borrowers under this Agreement plus (ii) all amounts available to be borrowed by any Loan Party under any unused commitments under the Revolver Facility (if any then in effect), after giving effect to any borrowing base limitations in such Revolver Facility and any unused commitments under any First Lien Debt, any other Second Lien Debt and any Junior Lien Debt plus (iii) the amount of cash and Cash Equivalents (determined in accordance with GAAP) of the Parent Borrower and its Restricted Subsidiaries; provided, that amounts described in this clause (iii) attributable to Restricted Subsidiaries of the Parent Borrower that are not Loan Parties shall not exceed $10,000,000.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers.

"Bail-In Legislation" means (a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms, the relevant implementing law or regulation for such EEA Member Country as described in the EU Bail-In Legislation Schedule from time to time; and (b) in relation to any other state, any analogous law or regulation from time to time which requires contractual recognition of any Write-Down and Conversion Powers contained in that law or regulation.

"Bank Secrecy Act" means the Bank Secrecy Act of 1970 (Titles I and II of Pub. L. No. 91-508 (signed into law October 26, 1970 and as modified, amended, supplemented or restated from time to time)).

"Board" means the Board of Governors of the Federal Reserve System of the United States of America or any successor Governmental Authority.

"Board of Directors" means the Board of Directors of the Parent Borrower or any other Person, as applicable, or any authorized committee of the Board of Directors.

"Borrower" and "Borrowers" have the meanings specified in the recital of parties to this Agreement.

"Borrowing" means Loans made (or deemed made) on the same date.

"Borrowing Request" means a request by a Borrower for a Borrowing in accordance with Section 2.03.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York are authorized or required by law to remain closed.

"Calculation Date" has the meaning assigned to such term in the definition of "Pro Forma Basis," "Pro Forma Compliance" and "Pro Forma Effect".

"Capital Lease Obligation" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized on a balance sheet in accordance with GAAP. Notwithstanding the foregoing, any lease (whether entered into before or after the Effective Date) that would have been classified as an operating lease pursuant to GAAP as in effect on the Effective Date will be deemed not to represent a Capital Lease Obligation.

"Cash Equivalents" means

(a) securities issued or directly and fully guaranteed or insured by the government of the United States of America or any agency or instrumentality of any such government having maturities of not more than six months from the date of acquisition,

(b) certificates of deposit and Eurodollar time deposits with maturities of six months or less from the date of acquisition, bankers' acceptances with maturities not exceeding six months and overnight bank deposits, in each case with or issued by any commercial bank organized under the laws of any country that is a member of the Organization for Economic Cooperation and Development having capital and surplus in excess of $300,000,000 and whose long-term debt securities are rated at least A3 by Moody's and at least A by S&P,

(c) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (a) and (b) above entered into with any financial institution meeting the qualifications specified in clause (b) above,

(d) commercial paper having a rating of at least P-1 from Moody's or at least A-1 from S&P and in each case maturing within 270 days after the date of acquisition,

(e) deposits available for withdrawal on demand with any commercial bank not meeting the qualifications specified in clause (b) above, provided that all deposits referred to in this clause (e) are made in the ordinary course of business and do not exceed $5,000,000 in the aggregate at any one time, and

(f) money market mutual funds substantially all of the assets of which are of the type described in any of the foregoing clauses (a) through (d).

"Certificate of Incorporation" means HOSI's Second Restated Certificate of Incorporation.

"Change in Control" means the occurrence of any of the following: (a) except as permitted pursuant to Section 9.04, the sale, assignment, transfer, lease, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of (x) the Property of the Parent Borrower and its Subsidiaries, taken as a whole or (y) the Vessel Collateral (including pursuant to a sale, assignment, transfer, lease or other disposition of Specified Equity Interests), (b) the adoption of a voluntary plan relating to the liquidation or dissolution of any Borrower, (c) the consummation of any transaction (including, without limitation, any merger or consolidation, but excluding the effect of any voting arrangement pursuant to any agreement among the Parent Borrower and any stockholders of the Parent Borrower as in effect on the Effective Date) the result of which is that any "person," "persons" or "group" (as such terms are used in Section 13(d) (3) of the Exchange Act) becomes the "beneficial

owner" (as such term is defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act), directly or indirectly through one or more intermediaries, of more than 50% of the voting power of the outstanding Voting Stock of the Parent Borrower; provided, however, that a transaction in which the Parent Borrower becomes a Subsidiary of another Person (other than a Person that is an individual) shall not constitute a Change in Control if (i) the shareholders of the Parent Borrower immediately prior to such transaction "beneficially own" (as such term is defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act), directly or indirectly through one or more intermediaries, a majority of the voting power of the outstanding Voting Stock of such other Person immediately following the consummation of such transaction and (ii) immediately following the consummation of such transaction, no "person," "persons" or "group" (as such terms are defined above), other than such other Person (but including the holders of the Equity Interests of such other Person), "beneficially owns" (as such term is defined above), directly or indirectly through one or more intermediaries, more than 50% of the voting power of the outstanding Voting Stock of the Parent Borrower, (d) the occurrence of a "Change of Control" (or similar event, however denominated), as defined in the Unsecured Indentures (and any Permitted Refinancing Indebtedness in respect thereof) or the documentation governing any Revolver Facility, any First Lien Debt, any Junior Lien Debt or any other Material Indebtedness. For purposes of this definition, a time charter of, bareboat charter or other contract for, Vessels to customers in the ordinary course of business shall not be deemed a lease under clause (a) above, or (e) the Parent Borrower shall fail to own and control 100% of the Equity Interests of the Co-Borrower, except as otherwise expressly permitted under Section 9.04.

"Change in Control Offer" has the meaning assigned such term in Section 3.04(c)(ii).

"Change in Control Payment Date" has the meaning assigned such term in Section 3.04(c)(ii).

"Change in Law" means the occurrence, after the Effective Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Class" (a) when used with respect to any Lender, refers to whether such Lender has a Loan or Commitment with respect to a particular Class of Loans or Commitments, (b) when used with respect to Commitments, refers to whether such Commitments are Original Term Commitments or Incremental Term Commitments and (c) when used with respect to Loans, refers to whether such Loans are Original Term Loans or Incremental Term Loans.

"Co-Borrower" has the meaning specified in the recital of parties to this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (unless otherwise provided herein), and any successor statute.

"Collateral" means any and all assets, whether real or personal, tangible or intangible, on which Liens are purported to be granted pursuant to the Security Instruments as security for the payment or performance of the Indebtedness (including, for the avoidance of doubt, the Vessel Collateral).

"Collateral Agent" has the meaning specified in the recital of parties to this Agreement and shall include the institution named as Collateral Agent acting as trustee/mortgagee under any Fleet Mortgage.

"Collateral and Lien Release Officer's Certificate" means a certificate signed by a Responsible Officer of the Borrowers that authorizes the Agents to release Collateral, Liens or any Guarantor, substantially in the form of Exhibit K.

"Collateral Conditions" means (a) the First Lien Debt evidenced by the First Lien Term Loan Agreement has been amended or replaced or refinanced with additional First Lien Debt, (b) after giving effect to such amendment, replacement or refinancing thereof, all First Lien Debt of the Loan Parties is secured by First Liens in substantially all of the Property of the Parent Borrower and its Restricted Subsidiaries as of the date such Debt was incurred or issued (other than a limited list of excluded assets acceptable to the First Lien Lenders), and (c) all Second Lien Debt of the Loan Parties, including the Indebtedness, is secured by Second Liens in the same Property securing the First Lien Debt as provided in clause (b) above, in each case, as determined in good faith by the Parent Borrower's Board of Directors and evidenced by an Officer's Certificate delivered to the Administrative Agent.

"Collateral Proceeds Account" means a deposit account and/or securities account (as applicable) of a Borrower at a bank or other financial institution that is subject to an Account Control Agreement that provides for control and, following an Event of Default, full dominion in favor of the Collateral Agent (or the First Lien Collateral Agent as such and as gratuitous bailee under the Primary Intercreditor Agreement) and into which are deposited the proceeds (whether in the form of cash, Cash Equivalents or securities or like instruments (unless such securities or like instruments have been pledged to the Collateral Agent (or the First Lien Collateral Agent as such and gratuitous bailee under the Primary Intercreditor Agreement) by the physical delivery thereof)) of any Asset Sale (and into which no other amounts are deposited).

"Collateral Substitution Transaction" has the meaning specified in Section 8.14(b).

"Commitment" means, with respect to each Lender, the commitment of such Lender to make Loans pursuant to Section 2.01 as such commitment may be (a) reduced or terminated from time to time pursuant to Section 2.06, (b) terminated pursuant to ARTICLE X, or (c) modified from time to time to reflect any assignments permitted by Section 12.04. The amount of each Lender's Commitment on the Effective Date shall be the amount set forth opposite such Lender's name on Schedule 1.01(a) hereto.

"Communications" has the meaning assigned such term in Section 12.14(a).

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consolidated EBITDA" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period plus, to the extent deducted or excluded in calculating Consolidated Net Income for such period and without duplication,

(a) an amount equal to any extraordinary loss plus any net loss realized by such Person or any of its Restricted Subsidiaries in connection with an Asset Sale,

(b) provision for taxes based on income or profits of such Person and its Restricted Subsidiaries,

(c) Consolidated Interest Expense of such Person and its Restricted Subsidiaries,

(d) depreciation and amortization (including impairment charges, write-offs and amortization of goodwill and other intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period) and all other non-cash expenses of such Person and its Restricted Subsidiaries,

(e) losses (or minus any gains) on early extinguishment of debt for that period (including, without limitation, any nonrecurring charges relating to any premium or penalty paid, write off of deferred finance costs or original issue discount or other charges in connection with redeeming or otherwise retiring any Debt prior to its Stated Maturity),

(f) stock-based compensation expense (or minus any gains) reported for such period under FAS 123R,

(g) all Transaction Expenses and any expenses, fees, charges, or losses (other than depreciation or amortization expense) related to any Equity Offering, Permitted Investment of the type described in clause (c), (d), (e), (h) or (i) of the definition thereof, acquisition or disposition of Vessels, Redemption of Debt, or the incurrence of Debt permitted to be incurred by this Agreement (including a refinancing thereof) (whether or not successful and including any such transaction consummated prior to the Effective Date); and

(h) any other adjustments to Consolidated Net Income included by the Parent Borrower in calculating EBITDA or adjusted EBITDA for such period of a type reported in the Parent Borrower's Form 10-K for the fiscal year ended December 31, 2016 or the Parent Borrower's Form 10-Q for the fiscal quarter ended September 30, 2018, in each case, on a consolidated basis and consistent with applicable SEC guidelines regarding non-GAAP financial measures.

"Consolidated Fixed Charge Coverage Ratio" means, with respect to any Person for any Test Period, the ratio of (a) the Consolidated EBITDA of such Person for such Test Period to (b) the sum of the Consolidated Interest Expense of such Person and the amount of cash dividends or distributions paid by the Parent Borrower with respect to any preferred Equity Interest that does not constitute Disqualified Stock or any Disqualified Stock that is permitted to be incurred under Section 9.02, in each case for such Test Period. For the avoidance of doubt, Consolidated Fixed Charge Coverage Ratio shall be determined for the relevant Test Period on a Pro Forma Basis.

"Consolidated Interest Expense" means, with respect to any Person for any period, the sum, without duplication, of (a) the consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued (including, without limitation, amortization of original issue discount, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net payments (if any) pursuant to Hedging Obligations but excluding (i) amortization of debt issuance costs and (ii) any nonrecurring charges relating to any premium or penalty paid, write off of deferred finance costs or original issue discount or other charges in connection with redeeming or otherwise retiring any Debt prior to its Stated Maturity, to the extent that any of such nonrecurring charges constitute interest expense) and (b) the consolidated interest expense of such Person and its Restricted Subsidiaries that was capitalized during such period; provided that (x) Consolidated Interest Expense shall exclude any interest that is paid-in-kind or is imputed non-cash interest expense in accordance with GAAP and (y) for purposes of the calculation of Consolidated Fixed Charge Coverage Ratio, in connection with the incurrence of any Debt pursuant to Section 9.02, (i) the Borrowers may elect, pursuant to an Officer's Certificate, to treat all or any portion of the commitment (any such amount elected until revoked as described below, an "Elected Amount") under any Debt which is to be incurred (or any commitment in respect thereof) as being incurred as of the Calculation Date and (A) any subsequent incurrence of Debt under such commitment (so long as the total amount under such Debt does not exceed the Elected Amount) shall not be deemed, for purposes of this calculation, to be an incurrence of additional Debt or an additional Lien at such subsequent time, (ii) the Borrowers may revoke an election of an Elected Amount pursuant to an Officer's Certificate and (iii) for purposes of all subsequent calculations of the Consolidated Fixed Charge Coverage Ratio, the Elected Amount (if any) shall be deemed to be outstanding, whether or not such amount is actually outstanding, so long as the applicable commitment remains outstanding.

"Consolidated Net Income" means, with respect to any Person for any period, the aggregate of the Net Income of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP, provided that (a) the Net Income (but not loss) of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting shall be included only to the extent of the amount of dividends or distributions paid in cash to the referent Person or a Restricted Subsidiary thereof, (b) the Net Income of any Restricted Subsidiary shall be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders, (c) unrealized losses and gains under derivative instruments included in the determination of Consolidated Net Income, including, without limitation those resulting from the application of FASB ASC Topic No. 815, Derivatives and Hedging, shall be excluded, (d) the cumulative effect of a change in accounting principles shall be excluded and (e) any extraordinary, non-recurring, unusual or infrequent items shall be excluded. In addition, notwithstanding the preceding, there shall be excluded from the calculation of Consolidated Net Income the effect of any nonrecurring charges relating to any premium or penalty paid, write off of deferred finance costs or original issue discount or other charges in connection with redeeming or otherwise retiring any Debt prior to its Stated Maturity.

"Consolidated Net Tangible Assets" means, with respect to any Person as of any date, the sum of the amounts that would appear on a consolidated balance sheet of such Person and its consolidated Restricted Subsidiaries as the total assets of such Person and its consolidated Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP and after deducting therefrom, (a) to the extent otherwise included, unamortized debt discount and expenses and other unamortized deferred charges, goodwill, patents, trademarks, service marks, trade names, copyrights, licenses, organization or development expenses and other intangible items and (b) the aggregate amount of liabilities of such Person and its Restricted Subsidiaries which may be properly classified as current liabilities (including tax accrued as estimated), determined on a consolidated basis in accordance with GAAP. Notwithstanding the foregoing, deferred drydocking expenses and the corporate headquarters and HOS Port leasehold improvements shall not be deducted under (a) above.

"Consolidated Subsidiaries" means each Subsidiary of the Parent Borrower (whether now existing or hereafter created or acquired) the financial statements of which shall be (or should have been) consolidated with the financial statements of the Parent Borrower in accordance with GAAP.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Convertible Indebtedness" means Debt of the Parent Borrower or a Restricted Subsidiary of the Parent Borrower (which may be guaranteed by the Guarantors) permitted to exist or be incurred under the terms of this Agreement that is either (a) convertible or exchangeable into common stock of the Parent Borrower (and cash in lieu of fractional shares) and/or cash (in an amount determined by reference to the price of such common stock) or (b) sold as units with call options, warrants or rights to purchase (or substantially equivalent derivative transactions) that are exercisable for common stock of the Parent Borrower and/or cash (in an amount determined by reference to the price of such common stock).

"Credit Facility" means, one or more debt facilities, indentures or commercial paper facilities, including, without limitation, this Agreement, the First Lien Term Loan Agreement any First Lien Documents and any Second Lien Documents, in each case, with banks or other institutional lenders, accredited investors or institutional investors providing for revolving credit loans, term loans, term debt, notes, bonds or other debt securities, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables) or letters of credit, in each case, as amended, restated, supplemented, waived, replaced (whether or not upon termination, and whether with the original lenders or otherwise), restructured, repaid, refunded, refinanced or otherwise modified from time to time, including any agreement or indenture extending the maturity thereof, refinancing, replacing or otherwise restructuring all or any portion of the Debt under such agreement or agreements or indenture or indentures or any successor or replacement agreement or agreements or indenture or indentures or increasing the amount loaned or issued thereunder or altering the maturity thereof.

"Customary Recourse Exceptions" means, with respect to any Non-Recourse Debt of an Unrestricted Subsidiary, exclusions from the exculpation provisions with respect to such Non-Recourse Debt for the voluntary bankruptcy of such Unrestricted Subsidiary, fraud, misapplication of cash, environmental claims, waste, willful destruction, and other circumstances customarily excluded by lenders from exculpation provisions and/or included in separate indemnification agreements in non-recourse financings.

"Debt" means, with respect to any Person, any indebtedness of such Person, whether or not contingent or secured, in respect of (i) borrowed money including, without limitation, any guarantee thereof, or (ii) evidenced by bonds, debentures, notes, term loans or similar instruments or letters of credit (or reimbursement agreements in respect thereof) or bankers' acceptances or representing Capital Lease Obligations or the deferred and unpaid purchase price of any Property, or representing any Hedging Obligations, if and to the extent any of the foregoing indebtedness (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet of such Person prepared in accordance with GAAP; provided, however, that any accrued expense or trade payable of such Person shall not constitute Debt. The amount of any Debt outstanding as of any date shall be (a) the accreted value thereof, in the case of any Debt that does not require current payments of interest, and (b) the principal amount thereof, in the case of any other Debt (with letters of credit being deemed to have a principal amount equal to the maximum potential liability of such Person and its Restricted Subsidiaries thereunder). Furthermore, notwithstanding the foregoing, the following shall not constitute or be deemed "Debt": (i) any indebtedness which has been defeased in accordance with GAAP or defeased pursuant to the deposit of cash or Cash Equivalents (in an amount sufficient to satisfy all such indebtedness obligations at maturity or Redemption, as applicable, and all payments of interest and premium, if any) in a trust or account created or pledged for the sole benefit of the holders of such indebtedness, and subject to no other Liens, and the other applicable terms of the instrument governing such indebtedness; (ii) any obligations arising from agreements of a Person providing for indemnification, guarantees, adjustment of purchase price, holdbacks, contingent payment obligations based on a final financial statement or performance of acquired or disposed of assets or similar obligations (other than guarantees of Debt), in each case, incurred or assumed by such Person in connection with the acquisition or disposition of assets (including through mergers, consolidations or otherwise); (iii) obligations with respect to letters of credit in support of trade obligations or incurred in connection with public liability insurance, workers' compensation, unemployment insurance, old-age pensions and other social security benefits other than in respect of employee benefit plans subject to the Employee Retirement Income Security Act of 1974, as amended; and (iv) repayment or reimbursement obligations of the Parent Borrower or any of its Restricted Subsidiaries with respect to Customary Recourse Exceptions unless and until an event or circumstance occurs that triggers the Parent Borrower's or such Restricted Subsidiary's direct payment liability or reimbursement obligation (as opposed to contingent or performance obligations) to the lender or other party to whom such obligation is actually owed, in which case the amount of such direct payment liability to such lender or other party shall, to the extent otherwise applicable, constitute Debt.

"Debtor Relief Laws" means the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

"Declined Amount" has the meaning assigned such term in Section 3.04(c)(i).

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Discharge of First Lien Obligations" has the meaning assigned such term in the Primary Intercreditor Agreement.

"Disqualified Stock" means any Equity Interests that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, matures (excluding any maturity as a result of an optional Redemption by the issuer thereof) or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is 91 days after the Maturity Date; provided, however, that any Equity Interests that would constitute Disqualified Stock solely because the holders thereof (or of any security into which it is convertible or for which it is exchangeable) have the right to require the issuer to repurchase such Equity Interests (or such security into which it is convertible or for which it is exchangeable) upon the occurrence of any of the events constituting an Asset Sale or a Change in Control shall not constitute Disqualified Stock if such Equity Interests (and all such securities into which it is convertible or for which it is exchangeable) provide that the issuer thereof will not repurchase or redeem any such Equity Interests (or any such security into which it is convertible or for which it is exchangeable) pursuant to such provisions prior to compliance by the Parent Borrower with Section 3.04(c).

"dollars" or "$" refers to lawful money of the United States of America.

"Domestic Subsidiary" means any Restricted Subsidiary that is organized under the laws of the United States of America or any state thereof or the District of Columbia.

"Dutch Auction" has the meaning assigned to such term in Section 12.04(g).

"EEA Financial Institution" shall mean (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of a Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein and Norway.

"Elected Amount" has the meaning assigned to such term in the definition of "Consolidated Interest Expense".

"Environmental Laws" means any law, statute, code, ordinance, order, determination, rule, regulation, judgment, decree, injunction, franchise, permit, certificate, license, authorization or other directive or requirement, whether now or hereafter in effect, pertaining in any way to health, safety, the environment or the preservation or reclamation of natural resources, in effect in any and all jurisdictions in which the Parent Borrower or any Subsidiary is conducting or at any time has conducted business, or where any Property of the Parent Borrower or any Subsidiary is located, including without limitation, the Oil Pollution Act of 1990 ("OPA"), as amended, the Clean Air Act, as amended, the Comprehensive Environmental, Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, the Federal Water Pollution Control Act, as amended, the Occupational Safety and Health Act of 1970, as amended, the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended, the Safe Drinking Water Act, as amended, the Toxic Substances Control Act ("TSCA"), as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, the Hazardous Materials Transportation Act ("HMTA"), as amended, and other environmental conservation or protection Governmental Requirements. The term "oil" shall have the meaning specified in OPA, the terms "hazardous substance" and "release" (or "threatened release") have the meanings specified in CERCLA, the terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA; provided, however, that (a) in the event either OPA, CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment and (b) to the extent the laws of the state or other jurisdiction in which any Property of the Parent Borrower or any Subsidiary is located establish a meaning for "oil," "hazardous substance," "release," "solid waste," "disposal" or "oil and gas waste" which is broader than that specified in either OPA, CERCLA or RCRA, such broader meaning shall apply for such purpose.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such Equity Interest (but excluding any debt security that is convertible into or exchangeable for Equity Interests).

"Equity Offering" shall mean any public or private sale of common stock or preferred stock of the Parent Borrower (excluding Disqualified Stock), other than: (i) public offerings with respect to the Parent Borrower's common stock registered on Form S-8, or (ii) issuances to any Subsidiary of the Parent Borrower.

"ERISA" means the Employee Retirement Income Security Act of 1974, and the rules and regulations thereunder as amended, and any successor statute.

"ERISA Affiliate" means each trade or business (whether or not incorporated) which together with the Parent Borrower or a Subsidiary would be deemed to be a "single employer" within the meaning of Section 4001(b)(1) of ERISA or subsections (b), (c), (m) or (o) of Section 414 of the Code.

"ERISA Event" means:

(a) any "reportable event," as defined in Section 4043 of ERISA or the regulations issued thereunder, with respect to a Plan;

(b) the failure of a Plan to meet the minimum funding standards under Section 412 of the Code or Section 302 of ERISA (determined without regard to any waiver of the funding provisions therein or in Section 430 of the Code or Section 303 of ERISA);

(c) the filing pursuant to Section 412 of the Code or Section 303 of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan;

(d) the incurrence by the Parent Borrower, a Subsidiary or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Plan;

(e) the receipt by the Parent Borrower, a Subsidiary or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan, but only to the extent such Plan is subject to Section 412 of the Code or Section 302 of ERISA;

(f) the incurrence by the Parent Borrower, a Subsidiary or any ERISA Affiliate of any liability under Section 4062(e) of ERISA or with respect to the withdrawal or partial withdrawal from any Plan (including as a "substantial employer," as defined in Section 4001(a)(2) of ERISA) or Multiemployer Plan (including the incurrence by the Parent Borrower, a Subsidiary or any ERISA Affiliate of any Withdrawal Liability); or

(g) the receipt by the Parent Borrower, a Subsidiary or any ERISA Affiliate of any notice concerning the imposition of a Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, in endangered or critical status, within the meaning of Section 305 of ERISA, or insolvent or in reorganization, within the meaning of Title IV of ERISA.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Event of Default" has the meaning assigned such term in Section 10.01.

"Event of Loss" means any of the following events with respect to any Vessel Collateral: (a) the actual or constructive total loss of any Vessel Collateral or the agreed or compromised total loss of any Vessel Collateral; or (b) the capture, condemnation, confiscation, nationalization, requisition, purchase, seizure or forfeiture of, or any taking of title to, any Vessel Collateral. An Event of Loss shall be deemed to have occurred (i) in the event of an actual loss of the Vessel, at noon Greenwich Mean Time on the date of such loss or if that is not known on the date which such Vessel was last heard from; (ii) in the event of damage which results in a constructive or compromised or arranged total loss of a Vessel, at noon Greenwich Mean Time on the date of the event giving rise to such damage; or (iii) in the case of an event referred to in clause (b) above, at noon Greenwich Mean Time on the date on which such event is expressed to take effect by the Person making the same.

"Excess Proceeds" means any Net Proceeds from an Asset Sale that have not been applied by the Parent Borrower or any of its Restricted Subsidiaries within 365 days after the receipt thereof to (a) permanently repay First Lien Debt or (b) acquire Productive Assets; provided that progress payments under contracts of Loan Parties for the construction or conversion of Vessels shall be deemed to be payments for the purchase of Productive Assets; provided further, that Net Proceeds from an Asset Sale shall be deposited in a Collateral Proceeds Account with respect to which a perfected second priority Lien has been granted in favor of the Collateral Agent (or the First Lien Collateral Agent as such and as gratuitous bailee under the Primary Intercreditor Agreement) to secure the Indebtedness and shall remain therein until the earliest of (i) the reinvestment of such Net Proceeds in accordance with this definition, (ii) the application of such Net Proceeds in accordance with Section 3.04 and (iii) such Net Proceeds becoming Declined Amounts.

"Excess Proceeds Offer" has the meaning assigned such term in Section 3.04(c)(i).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange Transaction Documents" shall mean the Offer to Exchange and Consent Solicitation Statement by the Parent Borrower, dated January 7, 2019, as supplemented by Supplement No. 1 to the Offer to Exchange and Consent Solicitation Statement, dated January 22, 2019 (as may be further amended or supplemented), and all documents related to the exchange contemplated therein, including, without limitation this Agreement attached thereto, together with all collateral agreements, intercreditor agreements and other documents entered into in connection with any of the foregoing.

"Exchange Transactions" shall mean, collectively, the transactions that have or will occur pursuant to the Exchange Transaction Documents upon acceptance by HOSI.

"Exchanged Loans" has the meaning set forth in Section 2.02(a).

"Exchanged Notes" has the meaning set forth in Section 2.02(a).

"Excluded Assets" has the meaning set forth in the Guaranty and Collateral Agreement.

"Excluded Information" means any non-public information with respect to the Parent Borrower or its Subsidiaries or any of their respective securities to the extent such information could have a material effect upon, or otherwise be material to, an assigning Lender's decision to assign Loans or a purchasing Lender's decision to purchase Loans.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by any Borrower under Section 2.07) or (ii) such Lender changes its lending office, except in each case to the extent that,

pursuant to Section 5.03, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 5.03(g), and (d) any withholding Taxes imposed under FATCA.

"Existing Indebtedness" means the Debt existing on the Effective Date and set forth on Schedule 9.02.

"Existing Utilization" means, without duplication, the sum of (i) the total outstanding and unutilized "Commitments" (as defined in the First Lien Term Loan Agreement), or the equivalent term in any replacement or refinancing of the First Lien Term Loan Agreement or in any indenture, credit agreement or other agreement or instrument pursuant to which First Lien Debt is incurred, (ii) the outstanding aggregate principal amount of the First Lien Debt, (iii) the total outstanding and unutilized Commitments under this Agreement, (iv) the Indebtedness, (v) the total outstanding and unutilized "Commitments" or the equivalent term in any indenture, credit agreement or other agreement or instrument pursuant to which other Second Lien Debt is incurred, (vi) the outstanding aggregate principal amount of other Second Lien Debt, (vii) the total outstanding and unutilized "Commitments" or the equivalent term in the Revolver Facility and (viii) the outstanding aggregate principal amount of any Debt under the Revolver Facility, in the case of (i) through (vi) above, other than any First Lien Debt or Second Lien Debt that constitutes Permitted Loans.

"Existing Vessel" means any Vessel that is owned by the Parent Borrower or any of its Restricted Subsidiaries on the Effective Date, including, for the avoidance of doubt, all Vessel Collateral as of the Effective Date.

"Fair Market Value" means (a) with respect to Vessels, Specified Equity Interests or cash, its Specified Value; (b) subject to clause (c), with respect to any Property or Investment (other than Vessels, Specified Equity Interests or cash), the fair market value of such Property or Investment at the time of the event requiring such determination, as determined in good faith by management or the Board of Directors of the Parent Borrower, as applicable, or (c) with respect to any Property or Investment (other than Vessels, Specified Equity Interests or cash) in excess of $35,000,000, the fair market thereof as determined by a reputable investment bank, accounting firm, a Specified Qualified Appraiser or appraisal firm that is, in the judgment of the disinterested members of such Board of Directors, qualified to perform the task for which such firm has been engaged and independent with respect to the Borrowers.

"FATCA" means the Foreign Account Tax Compliance Act as set forth in sections 1471 through 1474 of the Code, as of the Effective Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code (or any amended or successor version described above), and any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to such intergovernmental agreement.

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

"Federal Funds Effective Rate" means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight federal funds transactions with members of the Federal Reserve System, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three (3) federal funds brokers of recognized standing selected by it.

"Fee Letter" means the letter agreement dated as of February 7, 2019 between the Parent Borrower and the Administrative Agent.

"First Lien" means a Lien on the Collateral senior in priority to the Liens securing the Indebtedness as provided in the Primary Intercreditor Agreement, granted by the Borrowers or any Guarantor in favor of holders of First Lien Debt (or any First Lien Collateral Agent in connection therewith) at any time, upon any Property of the Borrowers or any Guarantor to secure such First Lien Debt.

"First Lien Administrative Agent" means the "Administrative Agent" (as defined in the First Lien Term Loan Agreement or the equivalent term in any replacement or refinancing of the First Lien Term Loan Agreement).

"First Lien Collateral" has the meaning set forth in the Primary Intercreditor Agreement.

"First Lien Collateral Agent" means (a) the "Collateral Agent" (as defined in the First Lien Term Loan Agreement) and (b) in the case of any Series of First Lien Debt, the collateral trustee or other representative of lenders or holders of such Series of First Lien Debt designated pursuant to the terms of the First Lien Loan Documents governing such Series of First Lien Debt and the Primary Intercreditor Agreement, in each case, together with its successors and assigns in such capacity.

"First Lien Debt" means any Debt (other than intercompany Debt owing to the Parent Borrower or its Restricted Subsidiaries) of the Borrowers or any Guarantor permitted to be incurred hereunder that is secured by a First Lien on the Collateral (and, in each case not by Liens on any assets that do not constitute Collateral), including, without limitation "Indebtedness" (as defined in the First Lien Term Loan Agreement, or the equivalent term in any replacement or refinancing of the First Lien Term Loan Agreement).

"First Lien Lenders" means the "Lenders" (as defined in the First Lien Term Loan Agreement, or the equivalent term in any replacement or refinancing of the First Lien Term Loan Agreement).

"First Lien Loan Documents" means the First Lien Term Loan Agreement and any other "Loan Documents" (as defined in the First Lien Term Loan Agreement), or the equivalent term in any replacement or refinancing of the First Lien Term Loan Agreement or in any indenture, credit agreement or other agreement or instrument pursuant to which First Lien Debt is incurred.

"First Lien Loans" means the "Loans" (as defined in the First Lien Term Loan Agreement, or the equivalent term in any replacement or refinancing of the First Lien Term Loan Agreement).

"First Lien Representatives" means (a) the First Lien Administrative Agent, and (b) in the case of any other Series of First Lien Debt, the trustee, agent or representative of the holders of such Series of First Lien Debt who maintains the transfer register for such Series of First Lien Debt and is appointed as a representative of the First Lien Debt (for purposes related to the administration of the security documents) pursuant to the terms of the First Lien Loan Documents governing such Series of First Lien Debt and the Primary Intercreditor Agreement, in each case, together with its successors and assigns in such capacity.

"First Lien Required Lenders" means the "Initial Lenders" or the "Required Lenders" (as each is defined in the First Lien Term Loan Agreement) or the equivalent term in any replacement or refinancing of the First Lien Term Loan Agreement or in any indenture, credit agreement or other agreement or instrument pursuant to which First Lien Debt is incurred.

"First Lien Term Loan Agreement" means that certain First Lien Term Loan Agreement, dated as of June 15, 2017, by and among the Borrowers, each lender from time to time party thereto, Wilmington Trust, National Association, as the First Lien Administrative Agent and Wilmington Trust, National Association, as the First Lien Collateral Agent.

"Fixed Coupon Rate" means 9.50%.

"Fleet Mortgage" means a fleet mortgage with respect to US-flagged Vessel Collateral in substantially the form of Exhibit F-1 and any fleet mortgage or vessel mortgage with respect to Mexican-flagged Vessel Collateral in substantially the form of Exhibit F-2 (or with such other changes in order to comply with local law or advice of local counsel to the Parent Borrower).

"Foreign Lender" means any Lender that is not a U.S. Person.

"Foreign Subsidiary" means any Restricted Subsidiary that is not a Domestic Subsidiary.

"Foreign Subsidiary Holding Company" means (a) any Subsidiary that owns (directly or indirectly) no material assets other than Equity Interests (or Equity Interests and debt) of a Foreign Subsidiary and (b) any Subsidiary of a Foreign Subsidiary Holding Company.

"Foreign Vessel Reflagging Transaction" has the meaning assigned to such term in Section 8.11(b).

"Funded Debt" means all Debt of the Parent Borrower and its Restricted Subsidiaries for borrowed money that matures more than one year from the date of its creation or matures within one year from such date that is renewable or extendable, at the option of the Parent Borrower or any such Restricted Subsidiary, to a date more than one year from the date of its creation or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period of more than one year from such date (including all amounts of such Funded Debt required to be paid or prepaid within one year from the date of its creation), and, in the case of the Loan Parties, Indebtedness in respect of the Loans.

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time subject to the terms and conditions set forth in Section 1.05.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether foreign or domestic, federal, state or local, and any agency, authority, instrumentality, regulatory body, court, central bank, department, commissions, boards, officials and officers or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank) over the Parent Borrower, any Subsidiary, any of their Properties, the Administrative Agent or any Lender.

"Governmental Requirement" means any law, statute, code, ordinance, order, determination, rule, regulation, judgment, decree, injunction, franchise, permit, certificate, license, authorization or other directive or requirement, whether now or hereafter in effect, including, without limitation, Environmental Laws, and occupational, safety and health standards or controls, of any Governmental Authority.

"Guarantors" means (i) each Restricted Subsidiary of the Parent Borrower (other than the Co-Borrower) that is party to the Guaranty and Collateral Agreement on the Effective Date, and (ii) each Restricted Subsidiary of the Parent Borrower that becomes a party to the Guaranty and Collateral Agreement as a guarantor and lien grantor pursuant to Section 8.14, in each case until such time as any such Restricted Subsidiary of the Parent Borrower shall be released and relieved of its obligations pursuant to the provisions of this Agreement.

"Guaranty and Collateral Agreement" means an agreement executed by each Borrower, the Guarantors and the Collateral Agent in substantially the form of Exhibit E unconditionally guarantying on a joint and several basis, payment of the Indebtedness.

"Hazardous Materials" means:

(i) any "hazardous waste" as defined by RCRA;

(ii) any "hazardous substance" as defined by CERCLA;

(iii) any "toxic substance" as defined by TSCA;

(iv) any "hazardous material" as defined by HMTA;

(v) asbestos;

(vi) polychlorinated biphenyls;

(vii) any substance the presence of which on the Vessels is prohibited by any lawful Governmental Requirement from time to time in force and effect relating to the Vessels; and

(viii) any other substance which by any Governmental Requirement requires special handling in its collection, storage, treatment or disposal or defines or regulates as "hazardous," "toxic" or words of similar import or effect.

"Hedging Obligations" means, with respect to any Person, the obligations of such Person under (a) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements, (b) other agreements or arrangements designed to protect such Person against fluctuations in interest rates and (c) any foreign currency futures contract, option or similar agreement or arrangement designed to protect such Person against fluctuations in foreign currency rates, in each case to the extent such obligations are incurred in the ordinary course of business of such Person. For the avoidance of doubt, any Permitted Convertible Indebtedness Call Transaction will not constitute Hedging Obligations.

"High Spec Vessel" means, when referring to a new generation Vessel, a Vessel with cargo-carrying capacity greater than 2,500 deadweight tons (i.e., 240 class notations or higher), and dynamic-positioning systems with a DP-2 classification or higher. For the avoidance of doubt, any MPSV is a High Spec Vessel.

"Highest Lawful Rate" means, with respect to each Lender, the maximum nonusurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the Loans or on other Indebtedness under laws applicable to such Lender which are presently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum nonusurious interest rate than applicable laws allow as of the date hereof.

"HOS" has the meaning specified in the recital of parties to this Agreement.

"HOSI" has the meaning specified in the recital of parties to this Agreement.

"Increased Amounts" means all premiums, accrued interest and any principal amounts of such Debt attributable to interest that has been paid in kind, and reasonable expenses incurred in connection with the incurrence of any Permitted Refinancing Indebtedness in respect of any Debt or Disqualified Stock.

"Incremental Amendment" shall have the meaning set forth in Section 2.09(e).

"Incremental Available Amount" means the difference between (a) $600,000,000 and (b) the Existing Utilization.

"Incremental Term Commitments" has the meaning assigned such term in Section 2.09(a).

"Incremental Term Lender" has the meaning assigned such term in Section 2.09(b).

"Incremental Term Loans" means, any loans made pursuant to any Incremental Term Commitments.

"Indebtedness" means any and all amounts owing or to be owing by the Borrowers or any of the Guarantors, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising, in each case to the Administrative Agent, the Collateral Agent or any Lender under any Loan Document.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrowers under any Loan Document and (b) to the extent not otherwise described in subsection (a) above, Other Taxes.

"Indemnitee" has the meaning assigned such term in Section 12.03(b).

"Information" has the meaning assigned such term in Section 12.11.

"Intercreditor Agreement" means (i) any Revolver/Term Intercreditor Agreement, (ii) any Primary Intercreditor Agreement or (iii) any Second Lien Pari Passu Intercreditor Agreement, or any of them collectively, as the context may require.

"Interest Payment Date" means the last day of each April, July, October and January.

"Investment" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the forms of direct or indirect loans (including guarantees by the referent Person of, and Liens on any Properties of the referent Person securing, Debt or other obligations of other Persons), advances or capital contributions (excluding commission, travel and similar advances to officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Debt, Equity Interests or all or substantially all of the assets of a Person or other securities, and regardless of the form of consideration used to make any of the foregoing (whether cash, Vessels, Equity Interests or otherwise, or any combination thereof), together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP, and "Investment" means any of such Investments; provided, however, that the following shall not constitute Investments: (i) extensions of trade credit or other advances to customers on commercially reasonable terms in accordance with normal trade practices or otherwise in the ordinary course of business, (ii) Hedging Obligations, (iii) endorsements of negotiable instruments and documents in the ordinary course of business or (iv) purchases of one or more Vessels or other Property not constituting loans, Equity Interests or all or substantially all of the assets of a Person. If the Parent Borrower or any Restricted Subsidiary of the Parent Borrower sells or otherwise disposes of any Equity Interests of any direct or indirect Restricted Subsidiary of the Parent Borrower such that, after giving effect to any such sale or disposition, such Person is no longer a Restricted Subsidiary of the Parent Borrower, the Parent Borrower shall be deemed to have made an Investment on the date of any such sale or disposition equal to the Specified Value of the Equity Interests of such Restricted Subsidiary not sold or disposed of.

"Investment Entity Vessels" has the meaning assigned such term in the definition of "Permitted Business Investments."

"IRS" means the United States Internal Revenue Service.

"Joint Venture" means any Person that is not a direct or indirect Subsidiary of the Parent Borrower in which the Parent Borrower or any of its Restricted Subsidiaries owns an Equity Interest that constitutes a significant portion of the Equity Interests of such Person.

"Junior Lien" means a Lien on the Collateral junior in priority to the First Lien Debt and the Indebtedness and any other Second Lien Debt as provided in the Primary Intercreditor Agreement, granted by the Borrowers or any Guarantor in favor of holders of Junior Lien Debt (or any collateral trustee or representative in connection therewith) at any time, upon any Property of the Borrowers or any Guarantor to secure such Junior Lien Debt**.**

"Junior Lien Collateral Agent" means the collateral trustee or other representative of lenders or holders of Junior Lien Debt designated pursuant to the terms of the Junior Lien Documents and the Primary Intercreditor Agreement, together with its successors and assigns in such capacity.

"Junior Lien Debt" means any Debt (other than intercompany Debt owing to the Parent Borrower or its Restricted Subsidiaries) of the Borrowers or any Guarantor permitted to be incurred hereunder that is secured by a Junior Lien on the Collateral (and, in each case not by Liens on any assets that do not constitute Collateral); provided that, in the case of any Debt referred to in this definition:

(a) such Debt does not mature and does not have any mandatory or scheduled payments or sinking fund obligations prior to 91 days after the Maturity Date (except as a result of a customary change of control or asset sale repurchase offer provisions, subject to the prior making of any required payments on the Indebtedness hereunder); and

(b) on or before the date on which the first such Debt is incurred by the Borrowers or any Guarantor, (1) the Junior Lien Representative and Junior Lien Collateral Agent shall become a party to the Primary Intercreditor Agreement and the Revolver/Term Intercreditor Agreement if then in effect and (2) any other requirements set forth in the Primary Intercreditor Agreement and the Revolver/Term Intercreditor Agreement shall have been satisfied.

"Junior Lien Documents" means, collectively, any indenture, credit agreement or other agreement or instrument pursuant to which Junior Lien Debt is incurred and the documents pursuant to which such Junior Liens are granted.

"Junior Lien Representative" means, in the case of any Series of Junior Lien Debt, the trustee, agent or representative of the holders of such Series of Junior Lien Debt who maintains the transfer register for such Series of Junior Lien Debt and is appointed as a representative of the Junior Lien Debt (for purposes related to the administration of the security documents) pursuant to the indenture, credit agreement or other agreement governing such Series of Junior Lien Debt.

"Latest Maturity Date" shall mean, at any date of determination, the latest Maturity Date applicable to any Loan or Commitment hereunder at such time.

"Lenders" means the lenders signatory hereto and any other Person that shall have become a party hereto pursuant to an Assignment or an Incremental Amendment, other than any such Person that ceases to be a party hereto pursuant to an Assignment.

"Lien" means, with respect to any Property, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such Property, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code ("UCC") (or equivalent statutes) of any jurisdiction other than a precautionary financing statement respecting a lease not intended as a security agreement) or any assignment (or agreement to assign) any right to income or profits from any Property by way of security.

"Limited Condition Acquisition" means any Acquisition Transaction the consummation of which is not conditioned upon the availability of, or on obtaining, third party financing.

"Liquid Equity Securities" means equity securities that are publicly traded on the New York Stock Exchange, the Nasdaq Global Select Market, the Nasdaq Global Market, the Nasdaq Capital Market, the OTC Markets, the Oslo Stock Exchange or any other recognized national or international exchanges or markets and as to which (a) the holder is not subject to any restrictions on sale or transfer (including any volume restrictions under Rule 144 under the Securities Act or any other restrictions imposed by the Securities Act to the extent such restrictions would prevent the sale of such equity securities within 365 days following the applicable Asset Sale), (b) a registration statement under the Securities Act covering the resale thereof is in effect, or (c) the Parent Borrower or any of its Restricted Subsidiaries is entitled to registration rights under the Securities Act and has exercised such rights and such registration process is under way.

"Loan Documents" means this Agreement, any Incremental Amendment, the Notes, Fee Letter and the Security Instruments.

"Loan Guarantees" means, collectively, the guarantees of the Indebtedness made by the Guarantors pursuant to the Guaranty and Collateral Agreement.

"Loan Parties" means the Borrowers and the Guarantors, and "Loan Party" means any one of them.

"Loans" means the loans made by the Lenders to the Borrowers pursuant to this Agreement, including for the avoidance of doubt, the Original Term Loans and the Incremental Term Loans.

"Material Adverse Effect" means a material adverse change in, or material adverse effect on (a) the business, Properties, condition (financial or otherwise) or results of operations of the Parent Borrower and its Subsidiaries taken as a whole, (b) the ability of the Borrowers and the Guarantors, taken as a whole, to perform any of their payment or other material obligations under the Loan Documents, (c) the validity or enforceability of any Loan Document or (d) the ability of the Administrative Agent or any Lender to enforce any of their respective material rights under the Loan Documents.

"Material Indebtedness" means Funded Debt (other than the Loans) or Hedging Obligations, of any one or more of the Borrowers and the Guarantors in an aggregate principal amount exceeding $25,000,000. For purposes of determining Material Indebtedness, the "principal amount" of any Hedging Obligations shall be the Swap Termination Value.

"Maturity Date" means the sixth (6^{th}) anniversary of the Effective Date; provided that the Maturity Date with respect to the Loans made pursuant to any Incremental Term Commitment shall mean the maturity date specified with respect thereto in the Incremental Amendment.

"Minimum Fixed Charge Coverage Ratio Test" has the meaning assigned such term in Section 9.02.

"Minimum Liquidity Amount" means $25,000,000.

"MPSV" means a multi-purpose support vessel.

"Multiemployer Plan" means a multiemployer plan as defined in Section 3(37) or 4001(a)(3) of ERISA.

"Net Income" means, with respect to any Person, the net income (or loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends, excluding, however, (a) any gain (but not loss), together with any related provision for taxes on such gain (but not loss), realized in connection with (i) any sale, lease, conveyance or other disposition of Property outside the ordinary course of business or (ii) the disposition of any securities by such Person or any of its Restricted Subsidiaries or the extinguishment of any Debt of such Person or any of its Restricted Subsidiaries and (b) any extraordinary or nonrecurring gain (but not loss), together with any related provision for taxes on such extraordinary or nonrecurring gain (but not loss). Time charters, bareboat charters and Vessel management or similar agreements shall not be included in (a)(i) above.

"Net Proceeds" means

(i) in connection with any Asset Sale, the aggregate cash proceeds received by the Parent Borrower or any of its Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale) (including, for the avoidance of doubt, any insurance proceeds received in the event of an Event of Loss), net of (without duplication) the following: (a) the direct costs relating to such Asset Sale (including, without limitation, legal, accounting and investment banking fees, sales commissions, recording fees, title transfer fees, title insurance premiums, appraiser fees and costs incurred in connection with preparing such asset for sale) and any relocation expenses incurred as a result thereof, (b) taxes paid or estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements), (c) amounts required to be applied to the repayment of Debt (other than under this Agreement, any other Second Lien Debt, Junior Lien Debt or any Debt under the Revolver Facility) secured by a Permitted Lien on the Vessel Collateral that was the subject of such Asset Sale (or otherwise to discharge Liens on such Vessel Collateral), and (d) any reserve established in accordance with GAAP or any amount placed in escrow, in either case for adjustment in respect of the sale price of such Properties, until such time as such reserve is reversed or such escrow arrangement is terminated, in which case Net Proceeds shall include only the amount of the reserve so reversed or the amount returned to the Parent Borrower or its Restricted Subsidiaries from such escrow arrangement, as the case may be, and (ii) in connection with any issuance or sale of debt securities or instruments or the incurrence of Debt, the cash proceeds received from such issuance or incurrence, net of attorneys' fees, investment banking fees, accountants' fees, consulting fees, appraisal fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection therewith.

"Non-Recourse Debt" means Debt (a) as to which neither the Parent Borrower nor any of its Restricted Subsidiaries (i) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Debt) or is otherwise directly or indirectly liable (as a guarantor or otherwise), except with respect to Customary Recourse Exceptions, or (ii) constitutes the lender, (b) no default with respect to which (including any rights the holders thereof may have to take enforcement action against an Unrestricted Subsidiary) would permit (upon notice, lapse of time or both) the holders of Debt of the Parent Borrower or any of its Restricted Subsidiaries to declare a default on such Debt or cause the payment thereof to be accelerated or payable prior to its Stated Maturity and (c) as to which the lenders have been notified in writing that they will not have any recourse to the stock or assets of the Parent Borrower or any of its Restricted Subsidiaries.

"Notes" means the promissory notes of the Borrowers described in Section 2.03(b) and being substantially in the form of Exhibit A together with any and all supplements, restatements, renewals, refinances, modifications, amendments, extensions for any period, increases and/or rearrangements thereof.

"Notice of Prepayment" has the meaning assigned such term in Section 3.04(b).

"OFAC" means the United States Treasury Department's Office of Foreign Asset Control.

"Officer's Certificate" means a certificate signed on behalf of the Borrowers by a Responsible Officer of the Borrowers.

"OPA" has the meaning set forth in the definition of "Environmental Laws."

"Organizational Documents" shall mean, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"Original Term Commitment" means, with respect to each Lender, the commitment of such Lender to make Loans pursuant to Section 2.01. The amount of each Lender's Original Term Commitment on the Effective Date shall be the amount set forth opposite such Lender's name on Schedule 1.01(a) hereto.

"Original Term Loans" has the meaning set forth in Section 2.01 as of the Effective Date.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.07).

"Parent Borrower" has the meaning specified in the recital of parties to this Agreement.

"Participant" has the meaning assigned such term in Section 12.04(c)(i).

"Participant Register" has the meaning specified in Section 12.04(e).

"PBGC" means the Pension Benefit Guaranty Corporation, or any successor thereto.

"Permitted Acquisition" has the meaning provided in clause (c) of the definition of Permitted Investment.

"Permitted Acquisition Indebtedness" means Debt or Disqualified Stock (x) of the Parent Borrower or any of its Restricted Subsidiaries (other than First Lien Debt, Second Lien Debt or Junior Lien Debt) incurred, issued or assumed, or with respect to which any Property is acquired, in each case (a) to finance the Property acquired pursuant to an Acquisition Transaction, or (b) that is secured by the Property acquired pursuant to an Acquisition Transaction, in each case, whether incurred, issued or assumed concurrently with or subsequent to such Acquisition Transaction, or (y) of Persons that are acquired by the Parent Borrower or any of its Restricted Subsidiaries or merged into, amalgamated with or consolidated with the Parent Borrower or any of its Restricted Subsidiaries in accordance with the terms of this Agreement; provided that in each case on the date such Debt or Disqualified Stock was incurred, issued or assumed, whether concurrently with or subsequent to such Acquisition Transaction, such Debt or Disqualified Stock qualifies as a Permitted Loan; provided further that any such Debt or Disqualified Stock described in clause (x) or (y) shall not be secured by any Property or Persons other than those being acquired pursuant to such Acquisition Transaction (and, for the avoidance of doubt, shall not be secured by any Vessel Collateral or other Collateral).

"Permitted Asset Swap" shall mean the concurrent purchase and sale or exchange of assets (or a combination thereof) used or useful in a Permitted Business between the Parent Borrower or any of its Restricted Subsidiaries and another Person; provided, that if the assets disposed of by the Parent Borrower or any Restricted Subsidiary of the Parent Borrower in such transaction are Collateral, the assets received by the Parent Borrower or Restricted Subsidiary in such transaction shall become Collateral; provided further, that if such transaction involves the receipt by the Parent Borrower or any of its Restricted Subsidiaries of assets in the form of Vessels, for purposes of Section 9.08, the value of (and the consideration attributable to) the Vessel to be acquired by the Parent Borrower or any of its Restricted Subsidiaries shall be the Appraised Value thereof.

"Permitted Bond Hedge Transaction" means any call or capped call option (or substantively equivalent derivative transaction) on the Parent Borrower's common stock purchased by the Parent Borrower in connection with the issuance of any Convertible Indebtedness; provided that the purchase price for such Permitted Bond Hedge Transaction, less the proceeds received by the Parent Borrower from the sale of any related Permitted Warrant Transaction, does not exceed the net proceeds received by the Parent Borrower from the sale of such Convertible Indebtedness issued in connection with the Permitted Bond Hedge Transaction.

"Permitted Business" means the business of providing marine transportation or marine logistics services or other businesses reasonably complementary or reasonably related thereto (as determined in good faith by the Parent Borrower's Board of Directors).

"Permitted Business Investments" means Investments by the Parent Borrower or any of its Restricted Subsidiaries in any Restricted Subsidiary of the Parent Borrower that is not a Loan Party, in any Unrestricted Subsidiary of the Parent Borrower or in any Joint Venture, provided that:

(i) such Investment consists of transfers (pursuant to one or more transactions) of (1) the Vessels set forth on Schedule 1.01(b) and any After-Acquired Vessels to the extent acquired with the proceeds of Vessels that do not constitute Collateral (and all Property reasonably related thereto) (collectively, the "Investment Entity Vessels"; provided that Vessel Collateral shall not also constitute Investment Entity Vessels), (2) any Equity Interests in any Person that owns no Property other than Investment Entity Vessels, (3) Equity Interests (other than Disqualified Stock) of the Parent Borrower, or (4) any combination of the foregoing;

(ii) if any such non-Loan Party Restricted Subsidiary, Unrestricted Subsidiary or Joint Venture has outstanding Debt at the time of such Investment, either (a) all such Debt is Non-Recourse Debt or (b) any such Debt of such non-Loan Party Restricted Subsidiary, Unrestricted Subsidiary or Joint Venture that is recourse to the Parent Borrower or any of its Restricted Subsidiaries (which shall include, without limitation, all Debt of such non-Loan Party, Unrestricted Subsidiary or Joint Venture for which the Parent Borrower or any of its Restricted Subsidiaries may be directly or indirectly, contingently or otherwise, obligated to pay, whether pursuant to the terms of such Debt, by law or pursuant to any guarantee, including, without limitation, any "claw back," "make-well" or "keep-well" arrangement) (x) could at the time such Investment is made, be incurred at that time by the Parent Borrower and its Restricted Subsidiaries under the Minimum Fixed Charge Coverage Ratio Test and (y) shall not be secured by any of the Collateral; and

(iii) any such non-Loan Party Restricted Subsidiary, Unrestricted Subsidiary or Joint Venture is principally engaged in a Permitted Business.

"Permitted Convertible Indebtedness Call Transaction" means any Permitted Bond Hedge Transaction and any Permitted Warrant Transaction.

"Permitted Investments" means

(a) any Investment in the Parent Borrower (including, without limitation, any acquisition of the First Lien Debt by the Borrowers under the First Lien Term Loan Agreement or Loans by the Borrowers in accordance with Section 12.04(g)) or in another Loan Party,

(b) any Investment in Cash Equivalents,

(c) any Investment by the Parent Borrower or any Restricted Subsidiary of the Parent Borrower in a Person if as a result of such Investment (i) such Person becomes a Loan Party or (ii) such Person is merged or consolidated with or into, or transfers or conveys all or substantially all of its properties or assets to, or is liquidated into, the Parent Borrower or another Loan Party (any such Investment, a "Permitted Acquisition"),

(d) any Investment (other than, in the case of clause (ii), Investments in the form of Specified Non-Cash Consideration) made as a result of the receipt of non-cash consideration from (i) a disposition of assets that does not constitute an Asset Sale or (ii) an Asset Sale; provided, that the aggregate Specified Value of Liquid Equity Securities permitted under this clause (d)(ii) shall be subject to the limitation set forth in clause (ii)(y) of Section 9.08,

(e) Permitted Business Investments,

(f) Investments in stock, obligations or securities received in settlement of any debts owing to the Parent Borrower or any Restricted Subsidiary of the Parent Borrower as a result of bankruptcy or insolvency proceedings or upon the foreclosure, perfection or enforcement of any Lien in favor of the Parent Borrower or any Restricted Subsidiary of the Parent Borrower, in each case as to any debts owing to the Parent Borrower or any Restricted Subsidiary of the Parent Borrower that arose in the ordinary course of business of the Parent Borrower or any such Restricted Subsidiary,

(g) any Investment in a Person to the extent such Investment was made or entered into in exchange for the issuance of Equity Interests (other than Disqualified Stock) of the Parent Borrower,

(h) Investments in a Person that is not a Loan Party; provided that the aggregate amount of all outstanding Investments made pursuant to this clause (h) during the term of this Agreement (including, for the avoidance of doubt, any Investment of the type described in clause (b) of the definition of "Productive Assets") shall not exceed (i) $250,000,000 minus (ii) the aggregate amount of repurchases of Equity Interests in the Parent Borrower made by the Parent Borrower or any of its Restricted Subsidiaries after the Effective Date in reliance on Section 9.01(b)(xiii) plus (iii) if substitute Vessel Collateral is provided in a Collateral Substitution Transaction or in connection with providing mortgages in favor of First Lien Collateral Agents, Second Lien Collateral Agents or Junior Lien Collateral Agents on Additional Vessels as contemplated in Section 8.14(b), then an amount equal to the Specified Value of such substitute Vessel Collateral and Additional Vessels, as applicable; provided that such addition shall go into effect on the date that is 91 days after the date on which such substitute Vessel Collateral has been subject to a second-priority perfected security interest (or, after the Discharge of First Lien Obligations, a first-priority perfected security interest) in favor of the Collateral Agent in accordance with Section 8.14(b); provided, that for purposes of the foregoing limitation, the amount of any Investment shall be the amount thereof at the time such Investment is originally made; provided further, that the Borrowers may make additional Investments of Vessel Collateral pursuant to this clause (h) (subject to the other requirements set forth in this clause (h)) in an aggregate amount not to exceed the aggregate amount of the Additional Vessel Collateral Value in effect at the applicable time (reduced by any prior usage thereof to make Investments of Vessel Collateral in accordance with this proviso),

(i) any Permitted Bond Hedge Transactions which constitute Investments, and

(j) intercompany loans, capital contributions and/or advances made to consummate aForeign Vessel Reflagging Transaction.

Except as otherwise explicitly addressed in any exception to Section 9.01, for purposes of covenant compliance, the amount of any Investment at any time shall be (1) the amount actually invested (measured at the time made), without adjustment for subsequent increases or decreases in the value of such Investment minus (2) the amount of dividends or distributions received in connection with such Investment and any return of capital and any payment of principal received in respect of such Investment that in each case is received in cash or Cash Equivalents; provided, that if such Investment is made with Collateral or proceeds of Collateral, such cash or Cash Equivalents are received by a Loan Party in a deposit account or securities account, as applicable, that is subject to an Account Control Agreement.

For purposes of determining whether any Investment (or proposed Investment) qualifies as a Permitted Investment, in the event that any such Investment meets the criteria of more than one of subparts (a) through (j), above, the Parent Borrower shall be permitted to divide or classify such Investment on the date it is made, or later divide or reclassify all or a portion of such Investment, in any manner that qualifies as a Permitted Investment, and such Investment will be treated as having been made pursuant to one or more of such subparts.

"Permitted Liens" means

(a) Liens securing Debt incurred pursuant to Sections 9.02(b)(i), (ix) (provided, that such Liens under Section 9.02(b)(ix) shall not be (I) on any Vessel Collateral or (II) on any other Collateral other than on the acquired Property and the proceeds thereof), (x) (but, in the case of clause (x), only to the extent (A) such Liens are solely on accounts receivable (and any cash, contracts and other assets incidental thereto) and the proceeds thereof that in each case constitute Collateral and (B) the Indebtedness is secured by a junior lien thereon), and (xii) (provided that such Liens shall be subject to the applicable Intercreditor Agreements entered into on or prior to the date of such incurrence),

(b) Liens existing on the Effective Date and set forth on Schedule 9.03,

(c) any interest or title of a lessor under an operating lease or precautionary liens on Property covered by leases,

(d) Liens on Property (other than on Vessel Collateral) of the Parent Borrower or any of its Restricted Subsidiaries to secure Debt incurred for the purpose of (i) financing all or any part of the purchase price of such Property incurred prior to, at the time of, or within 180 days after, completion of the acquisition of such Property or (ii) financing all or any part of the cost of construction, improvement or conversion of any such Property, provided that such Debt qualifies as either a Permitted Loan or the amount of any such financing shall not exceed the amount expended in the acquisition of, or the construction, improvement or conversion of, such Property and such Liens shall not extend to any other Property of the Parent Borrower or a Restricted Subsidiary thereof (other than any accounts and contracts associated therewith, accessions thereto, and upgrades and proceeds thereof),

(e) Liens (other than on Vessel Collateral) securing the performance of tenders, bids, statutory obligations, surety, appeal, return-of-the-money or performance bonds, government contracts, insurance obligations or other obligations of a like nature incurred in the ordinary course of business,

(f) Liens securing Permitted Refinancing Indebtedness with respect to any Debt secured by Liens referred to in clauses (a), (b) and (d) above and in this clause (f); provided that:

(i) in the case of clauses (a) and (f) (in each case to the extent relating to Section 9.02(b)(i)), such Debt could have originally been incurred in accordance with such Section, and

(ii) in the case of clauses (a), to the extent not relating to Section 9.02(b)(i), (b) and (d) above and this clause (f) (to the extent relating to clauses (a) (to the extent not relating to Section 9.02(b)(i)), (b) and (d) above), such Liens do not extend to any other Property of the Parent Borrower or a Restricted Subsidiary thereof (other than any accounts and contracts associated therewith, accessions thereto, and upgrades and proceeds thereof)),

(g) judgment Liens not giving rise to an Event of Default so long as any appropriate legal proceeding that may have been duly initiated for the review of such judgment has not been finally terminated or the period within which such proceeding may be initiated has not expired,

(h) Liens upon specific items of inventory or other goods and proceeds of the Parent Borrower or its Restricted Subsidiaries securing the Parent Borrower's or any such Restricted Subsidiary's obligations in respect of bankers' acceptances issued or created for the account of any such Person to facilitate the purchase, shipment or storage of such inventory or other goods in the ordinary course of business,

(i) legal or equitable Liens deemed to exist by reason of negative pledge covenants and other covenants or undertakings of a like nature,

(j)(1) Liens for Taxes not yet due or which are being contested in good faith by appropriate action promptly initiated and diligently conducted, with such accruals as shall be required by GAAP having been made therefor, (2) "preferred maritime liens" as defined in 46 U.S. Code §31301 arising by law in the ordinary course of business for sums either not yet due or being contested in good faith by appropriate action promptly initiated and diligently conducted, with such accruals as shall be required by GAAP having been made therefor, and (3) shipyard Liens and other Liens arising by operation of law in the ordinary course of business in constructing, operating, maintaining and repairing the Vessels, for sums either not yet due or being contested in good faith by appropriate action promptly initiated and diligently conducted, with such accruals as shall be required by GAAP having been made therefor, provided that in each of case (1), (2) and (3), such contest will, more likely than not, not result in (i) the sale, forfeiture, confiscation, distraint, seizure, or loss of any Vessel Collateral or any interest therein in the course of any such proceedings, or as a result of any such Lien or (ii) any materially adverse effect on the interests of any mortgagee under any Fleet Mortgage or other such mortgage or security, and

(k) Liens created pursuant to the Loan Documents securing the Indebtedness.

(l) rights of banks to set off deposits against Debt owed to said banks, and

(m) Liens on and pledges of the Equity Interests of any Unrestricted Subsidiary or any Joint Venture owned by the Parent Borrower or any Restricted Subsidiary of the Parent Borrower to the extent securing Non-Recourse Debt or other Debt of such Unrestricted Subsidiary or Joint Venture; provided that, such Liens on and pledges of the Equity Interests in any Unrestricted Subsidiary or Joint Venture shall be junior to the Collateral Agent's Liens on the Equity Interests of such Unrestricted Subsidiary or Joint Venture unless the grant of a Lien to secure the Indebtedness is prohibited or restricted by the terms of such Non-Recourse Debt or other Debt and such prohibition did not arise as part of, or in contemplation of, the incurrence of such Non-Recourse Debt or other Debt.

"Permitted Loan" means, following the occurrence of the Collateral Conditions, Debt incurred or Disqualified Stock issued in connection with an Acquisition Transaction, the aggregate principal amount of which, when taken together with the amount of all Debt incurred or Disqualified Stock issued in all other Acquisition Transactions that have occurred since the Effective Date does not exceed the lesser of (A) fifty percent (50%) of the purchase price or consideration paid or payable in connection with the Acquisition Transaction and the purchase price or consideration paid or payable in connection with all other Acquisition Transactions that have occurred since the Effective Date, and (B) the VV Values, if with respect to Vessels, and Appraised Values, if Property other than Vessels, associated with such Acquisition Transaction and all other Acquisition Transactions that have occurred since the Effective Date.

"Permitted Refinancing Indebtedness" means any Debt of the Parent Borrower or any of its Restricted Subsidiaries issued in exchange for, or the Net Proceeds of which are used to extend, refinance, renew, replace, defease or refund other Debt of the Parent Borrower or any of its Restricted Subsidiaries; provided, however, that (a) the principal amount of such Permitted Refinancing Indebtedness does not exceed the principal amount of, plus premium, if any, and accrued interest on, the Debt so extended, refinanced, renewed, replaced, defeased or refunded (plus the amount of reasonable expenses incurred in connection therewith), (b) such Permitted Refinancing Indebtedness has a final maturity date no earlier than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Debt being extended, refinanced, renewed, replaced, defeased or refunded, (c) if the Debt being extended, refinanced, renewed, replaced, defeased or refunded is subordinated in right of payment to the Loans or the Loan Guarantees, as the case may be, such Permitted Refinancing Indebtedness is subordinated in right of payment to the Loans or the Loan Guarantees on terms at least as favorable, taken as a whole, to the Lenders as those contained in the documentation governing the Debt being extended, refinanced, renewed, replaced, defeased or refunded, (d) if the Debt being extended, refinanced, renewed, replaced, defeased or refunded is First Lien Debt, the applicable First Lien Representative and First Lien Collateral Agent, acting on behalf of the holders of any First Lien Debt shall have become party to or otherwise subject to the provisions of the Primary Intercreditor Agreement, (e) if the Debt being extended, refinanced,

renewed, replaced, defeased or refunded is Second Lien Debt, the applicable Second Lien Representative and Second Lien Collateral Agent, acting on behalf of the holders of any Second Lien Debt shall have become party to or otherwise subject to the provisions of the Primary Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement, (f) if the Debt being extended, refinanced, renewed, replaced, defeased or refunded is Junior Lien Debt, the Junior Lien Representative and Junior Lien Collateral Agent, acting on behalf of the holders of any Junior Lien Debt shall have become party to or otherwise subject to the provisions of the Primary Intercreditor Agreement and (g) such Debt is incurred either by the Parent Borrower or any of its Restricted Subsidiaries that is the obligor on the Debt being extended, refinanced, renewed, replaced, defeased or refunded; provided, however, that the Parent Borrower or a Restricted Subsidiary of the Parent Borrower may guarantee Permitted Refinancing Indebtedness incurred by the Parent Borrower or a Restricted Subsidiary of the Parent Borrower, but only to the extent the Parent Borrower or such Restricted Subsidiary, as applicable, was an obligor or guarantor of the Debt being extended, refinanced, renewed, replaced, defeased or refunded; provided, further, however, that if such Permitted Refinancing Indebtedness is subordinated to the Loans, any such guarantee shall be subordinated to the Loans or such Restricted Subsidiary's guarantee under the Guarantee and Collateral Agreement to at least the same extent.

"Permitted Warrant Transaction" means any call option, warrant or right to purchase (or substantively equivalent derivative transaction) on the Parent Borrower's common stock sold by the Parent Borrower substantially concurrently with any purchase by the Parent Borrower of a related Permitted Bond Hedge Transaction.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, unincorporated organization, Governmental Authority or other entity.

"Plan" means any employee pension benefit plan, as defined in Section 3(2) of ERISA (other than a Multiemployer Plan), which (a) is currently or hereafter sponsored, maintained or contributed to by the Parent Borrower, a Subsidiary or an ERISA Affiliate or (b) was at any time during the six calendar years preceding the date hereof, sponsored, maintained or contributed to by the Parent Borrower or a Subsidiary or an ERISA Affiliate.

"Platform" has the meaning assigned such term in Section 12.14(b).

"Primary Intercreditor Agreement" means an intercreditor agreement among the Loan Parties, the First Lien Representatives, the First Lien Collateral Agents, the Agents, any other Second Lien Representative (if any), any other Second Lien Collateral Agent (if any), any other Junior Lien Representative (if any), and any other Junior Lien Collateral Agent (if any), substantially in the form of Exhibit J-1 (or with such other changes in order to comply with local law or advice of local or maritime counsel to the First Lien Administrative Agent, the Agents or the Loan Parties).

"Prior Credit Agreement" means the Second Amended and Restated Credit Agreement dated as of February 6, 2015, by and among HOSI, as parent guarantor, HOS, as borrower, Wells Fargo, as administrative agent, and the other parties thereto, as amended by the First Amendment thereto dated as of July 29, 2016 by and among HOSI, as parent guarantor, HOS, as borrower, Wells Fargo, as administrative agent, and the other parties thereto.

"Pro Forma Basis," "Pro Forma Compliance," and "Pro Forma Effect" shall mean, with respect to compliance with any test, financial ratio, or covenant hereunder, including, without limitation, Consolidated EBITDA, Consolidated Fixed Charge Coverage Ratio, Consolidated Interest Expense, Consolidated Net Income, and Consolidated Net Tangible Assets, that all Specified Transactions and the following transactions in connection therewith shall be deemed to have occurred as of the first day of the applicable Test Period of measurement in such test, financial ratio or covenant, without duplication: (a) income statement items (whether positive or negative) attributable to the property or Person subject to such Specified Transaction, (1) in the case of a sale, transfer, or other disposition of all or substantially all of the Equity Interests in any Subsidiary of Parent Borrower or any division, product line, or facility used for operations of Parent Borrower or any of its Subsidiaries made during the Test Period or subsequent to such Test Period and on or prior to the Calculation Date, shall be excluded, and (2) in the case of an acquisition of one or more Vessels or a Permitted Investment made during the Test Period or subsequent to such Test Period and on or prior to the Calculation Date, shall be included, (b) any incurrence, assumption, guarantee or Redemption of Debt by the Parent Borrower or any of its Restricted Subsidiaries in connection therewith (it being agreed that if such Debt has a floating or formula rate, such Indebtedness shall have an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate that is or would be in effect with respect to such Indebtedness as at the relevant date of determination) subsequent to the commencement of the Test Period for which such test, financial ratio or covenant hereunder is being calculated but prior to the date on which the event occurred for which the calculation of such test, financial ratio or covenant hereunder is made (the "Calculation Date"); (c) any delivery to, or acquisition by, the Parent Borrower or any of its Restricted Subsidiaries or Joint Ventures of any newly constructed Vessel (or Vessels), whether constructed by the Parent Borrower or any of its Restricted Subsidiaries or Joint Ventures or otherwise or any reactivated Vessel that has been a Stacked Vessel for more than twelve (12) months (including, but not limited to, offshore supply vessels, offshore service vessels, multi-purpose support vessels, other construction vessels, crewboats, fast supply vessels, anchor handling and towing supply vessels, tankers, tugs and tank barges) usable in the normal course of business of the Parent Borrower or any of its Restricted Subsidiaries or Joint Ventures, that is (or are) subject to a Qualified Services Contract, (d) solely to the extent relating to or arising from an Acquisition Transaction, the amount of reasonably identifiable and factually supportable operating expense reductions and other expense synergies, including elimination of duplicative general and administrative expenses and the economic impact of the stacking of any acquired vessels, that are projected by the Borrowers in good faith to result from actions either taken or reasonably expected to be taken within 12 months of the determination to take such action, net of the amount of actual benefits realized prior to or during such period from such actions and (e) any other transaction that may be given pro forma effect in accordance with Article 11 of Regulation S-X under the Securities Act as in effect from time to time; provided, further, however, that (i) the Consolidated EBITDA attributable to discontinued operations and operations or businesses disposed of prior to the Calculation Date, shall be excluded and (ii) the Consolidated Interest Expense attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of prior to the Calculation Date, shall be excluded, but only to the extent that the obligations giving rise to such Consolidated Interest Expense will not be obligations of the referent Person or any of its Restricted Subsidiaries

following the Calculation Date. For purposes of clause (c) of this definition, the amount of Consolidated EBITDA attributable to such Vessel (or Vessels) shall be calculated in good faith by a Responsible Officer of the Borrowers and shall include in the calculation of the Consolidated Fixed Charge Coverage Ratio the revenues to be earned pursuant to the Qualified Services Contract relating to such Vessel (or Vessels), taking into account, where applicable, only contractual minimum amounts, and the estimated expenses related thereto. Such estimated expenses shall be based on the expenses previously incurred by any reactivated Stacked Vessel or, in the case of a new Vessel (or Vessels), expenses of the most nearly comparable Vessel in such Person's fleet or, if no such comparable Vessel exists, then on the industry average for expenses of comparable Vessels; provided, however, in determining the estimated expenses attributable to such new Vessel (or Vessels), the calculation shall give effect to the interest expense attributable to the incurrence, assumption or guarantee of any Debt relating to the construction, delivery, acquisition or reactivation of such Vessel (or Vessels) in accordance with clause (a) of this definition. Notwithstanding the foregoing, in any calculation of Consolidated Fixed Charge Coverage Ratio based on the foregoing clause (c), the pro forma inclusion of Consolidated EBITDA attributable to such Qualified Services Contract for the Test Period shall be reduced by the actual Consolidated EBITDA from such Vessel (or Vessels) previously earned and accounted for in the actual results for the Test Period. Further, where such Qualified Services Contract is held by a Joint Venture, the pro forma inclusion of Consolidated EBITDA attributable to such Qualified Services Contract shall be reduced by a percentage equal to the percentage of such Joint Venture's Equity Interests that is not owned by the Parent Borrower or any of its Restricted Subsidiaries as further adjusted in the manner provided in the immediately preceding sentence and such Consolidated EBITDA shall be further reduced to the extent that there is any contractual or legal prohibition on its distributions to the Parent Borrower or any of its Restricted Subsidiaries.

"Productive Assets" means (a) Vessels or equipment installed or intended for use in the ordinary course of business on Vessels or Equity Interests of any Person that owns Vessels that is acquired in a Permitted Acquisition; provided that, in each case such Vessels (including any Vessels owned by a Person the Equity Interests of which are acquired in a Permitted Acquisition), equipment and/or Equity Interests shall be made subject to a Lien securing the Indebtedness with the priority and perfection required under Section 8.14 of this Agreement or the applicable Security Instruments (it being understood that such priority shall be second priority (or, after the Discharge of First Lien Obligations, a first-priority), except with respect to Permitted Liens under clauses (a) (other than by reference to Section 9.02(b)(i)), (d) and (k) of the definition thereof) or (b) interests in any Joint Venture or Unrestricted Subsidiary engaged in a Permitted Business so long as, in the case of this clause (b), the Investment in such interests is permitted under clause (h) of the definition of "Permitted Investments" and the other applicable conditions set forth in such clause (h) are satisfied.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including, without limitation, cash, securities, accounts and contract rights.

"Public Lender" has the meaning assigned such term in Section 12.14(c).

"Qualified Services Contract" means, with respect to any newly constructed, substantially converted or substantially reconstructed offshore supply vessel or offshore service vessel (including, without limitation, any crew boat, fast supply vessel, multi-purpose support vessel (MPSV), other construction vessel and anchor-handling towing supply (AHTS) vessel, tug, double-hulled tank barge and double-hulled tanker or other complementary offshore marine vessel) delivered to the Parent Borrower or any of its Restricted Subsidiaries or Joint Ventures, or any such newly constructed, substantially converted or substantially reconstructed vessel constructed, converted or reconstructed for a third party and then acquired by the Parent Borrower or any of its Restricted Subsidiaries or Joint Ventures within 365 days of such vessel's original delivery date, or any reactivated Vessel (whether previously owned or recently acquired, constructed or converted) that has been a Stacked Vessel for a period of more than twelve (12) months, a contract that a Responsible Officer of the Borrowers acting in good faith, designates as a "Qualified Services Contract", which contract:

(a) provides for services to be performed by the Parent Borrower or one of its Restricted Subsidiaries or Joint Ventures involving the use of such vessel or a charter (bareboat or otherwise) of such vessel by the Parent Borrower or one of its Subsidiaries, in either case for a minimum period of at least 30 days; and

(b) provides for a fixed or minimum day rate or fixed or minimum volume or freight rates (including, if applicable, lay time and demurrage) for such vessel.

"Recipient" means (a) any Agent, and (b) any Lender, as applicable.

"Redemption" means with respect to any Debt, the refinancing, repurchase, redemption, prepayment, repayment, or defeasance or any other acquisition or retirement for value (or the segregation of funds with respect to any of the foregoing) of such Debt. "Redeem" has the correlative meaning thereto.

"Register" has the meaning assigned such term in Section 12.04(b)(iv).

"Rejection Notice" has the meaning assigned such term in Section 3.04(c)(i).

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the partners, directors, officers, employees, agents and advisors (including attorneys, accountants and experts) of such Person and such Person's Affiliates.

"Replacement Indenture" means any indenture or loan agreement that may be entered into as a restatement, renewal, refinance or rearrangement of any of the Unsecured Indentures.

"Required Class Lenders" shall mean, at any time with respect to any Class of Loans, Lenders having more than fifty percent (50%) of the outstanding aggregate principal amount of such Class of the Loans (without regard to any sale by a Lender of a participation in any Loan under Section 12.04(c)) with respect to such Class.

"Required Lenders" means Lenders having more than fifty percent (50%) of the outstanding aggregate principal amount of the Loans (without regard to any sale by a Lender of a participation in any Loan under Section 12.04(c)).

"Resolution Authority" means any public administrative authority or any person entrusted with public administration authority having the authority to exercise any Write-Down and Conversion Powers.

"Responsible Officer" means, as to any Person, the chief executive officer, the president, the chief financial officer, the principal accounting officer, the treasurer, the corporate finance director or the controller of such Person. Unless otherwise specified, all references to a Responsible Officer herein shall mean a Responsible Officer of the Borrowers.

"Restricted Investment" means an Investment other than a Permitted Investment.

"Restricted Payment" has the meaning set forth in Section 9.01.

"Restricted Payments Basket" has the meaning set forth in Section 9.01.

"Restricted Subsidiary" of a Person means any Subsidiary of such Person that is not an Unrestricted Subsidiary.

"Revolver Facility" means any customary revolving credit facility made available to the Parent Borrower and/or one or more of the Loan Parties on terms and conditions reasonably satisfactory to the Required Lenders (it being understood that so long as the First Lien Term Loan Agreement is outstanding, the approval of the First Lien Required Lenders in respect of any Revolver Facility shall be deemed to be approval of the Required Lenders with respect thereto), the availability under which is governed by a borrowing base that is based solely on accounts receivable and other assets incidental thereto.

"Revolver/Term Intercreditor Agreement" means an intercreditor agreement to be entered into by and among the Loan Parties, the First Lien Representatives, the First Lien Collateral Agents, the Agents, administrative agent, collateral agent, security agent or similar agent under the agreement pursuant to which the Revolver Facility is issued, incurred or otherwise obtained, as the case may be, and, if any, the other Second Lien Representatives and Junior Lien Representatives, substantially in the form of Exhibit J-3 (or with such other changes as may be reasonably satisfactory to the First Lien Representative), as the same may be amended, supplemented, modified or restated in accordance with the terms thereof.

"Sanctioned Country" means, at any time, a country or territory which is the subject or target of any Sanctions.

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC or the U.S. Department of State, or by the United Nations Security Council, Her Majesty's Treasury of the United Kingdom, the European Union or any EU member state, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by, or owned 50 percent or more, directly or indirectly, by, any such Person or Persons.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State, or (b) the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom.

"SEC" means the Securities and Exchange Commission or any successor Governmental Authority.

"Second Lien" means a Lien on the Collateral with equal priority as the Liens securing the Indebtedness as provided in the Primary Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement, granted by the Borrowers or any Guarantor in favor of holders of Second Lien Debt (or any Second Lien Collateral Agent in connection therewith) at any time, upon any Property of the Borrowers or any Guarantor to secure such Second Lien Debt.

"Second Lien Collateral Agent" means (a) the Collateral Agent and (b) in the case of any other Series of Second Lien Debt, the collateral trustee or other representative of lenders or holders of such Series of Second Lien Debt designated pursuant to the terms of the Second Lien Loan Documents governing such Series of Second Lien Debt, the Primary Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement, in each case, together with its successors and assigns in such capacity.

"Second Lien Debt" means any Debt (other than intercompany Debt owing to the Parent Borrower or its Restricted Subsidiaries and the Indebtedness) of the Borrowers or any Guarantor permitted to be incurred hereunder that is secured by a Second Lien on the Collateral (and, in each case not by Liens on any assets that do not constitute Collateral); provided that, in the case of any Debt referred to in this definition:

(a) such Debt does not mature and does not have any scheduled payments or sinking fund obligations prior to the Latest Maturity Date applicable to the Indebtedness at the time of issuance of such Debt;

(b) such Debt has a Weighted Average Life to Maturity no shorter than the longest remaining Weighted Average Life to Maturity of the then outstanding Indebtedness;

(c) such Debt shall not be subject to any mandatory prepayment, repurchase or redemption provisions, unless the prepayment, repurchase or redemption of such Debt is accompanied by an offer to prepay a pro rata portion of the outstanding principal of the Loans pursuant to Section 3.04(c) prior to the Latest Maturity Date at the time such Debt is incurred;

(d) such Debt shall not be guaranteed by any person other than the Guarantors; and

(e) on or before the date on which the first such Debt is incurred by the Borrowers or any Guarantor, (1) the Second Lien Representatives and the Second Lien Collateral Agents shall become a party to the Second Lien Pari Passu Intercreditor Agreement and the other Intercreditor Agreements then in effect and (2) any other requirements set forth in the applicable Intercreditor Agreements shall have been satisfied.

"Second Lien Loan Documents" means (a) the Loan Documents and (b) any other "Loan Documents" or the equivalent term in any indenture, credit agreement or other agreement or instrument pursuant to which Second Lien Debt is incurred.

"Second Lien Pari Passu Intercreditor Agreement" shall mean an intercreditor agreement to be entered into by and among the Loan Parties, the Agents, the Second Lien Collateral Agents and the Second Lien Representatives, substantially in the form of Exhibit J-2.

"Second Lien Representatives" means (a), the Administrative Agent, and (b) in the case of any other Series of Second Lien Debt, the trustee, agent or representative of the holders of such Series of Second Lien Debt who maintains the transfer register for such Series of Second Lien Debt and is appointed as a representative of the Second Lien Debt (for purposes related to the administration of the security documents) pursuant to the terms of the Second Lien Loan Documents governing such Series of Second Lien Debt, the Primary Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement and any other applicable Intercreditor Agreement, in each case, together with its successors and assigns in such capacity.

"Secured Parties" means, collectively, the Agents, the Lenders and each sub-agent pursuant to Section 11.05 appointed by any Agent with respect to matters relating to the Loan Documents.

"Securities Act" means the Securities Act of 1933, as amended.

"Security Instruments" means the Guaranty and Collateral Agreement, each Fleet Mortgage, the Intercreditor Agreements and any and all other agreements now or hereafter executed and delivered by the Borrowers or any other Person as security for the payment or performance of the Indebtedness, as such agreements securing the Indebtedness may be amended, modified, supplemented or restated from time to time.

"Series of First Lien Debt" means, severally, each issue or series of First Lien Debt for which a single transfer register is maintained.

"Series of Junior Lien Debt" means, severally, each issue or series of Junior Lien Debt for which a single transfer register is maintained.

"Series of Second Lien Debt" means, severally, each issue or series of Second Lien Debt for which a single transfer register is maintained.

"Specified Equity Interests" has the meaning assigned such term in the definition of "Asset Sale".

"Specified Foreign Subsidiary" has the meaning assigned such term in Section 8.14(a)(ii).

"Specified Non-Cash Consideration" has the meaning assigned such term in Section 9.08.

"Specified Qualified Appraisers" means (a) with respect to any Vessel Collateral, (i) Dufour Laskay & Strouse, Inc., (ii) Fearnley Offshore, (iii) Clarksons Platou, (iv) Pareto, (v) VesselsValue, (vi) North American Marine Consultants, LLC, (vii) Maritime Sales, (viii) Seabrokers Group, (ix) IHS-Markit, (x) Arctic Offshore and (xi) each other Person that is an independent shipbroker or qualified marine appraiser and that is reasonably satisfactory to the Required Lenders and (b) with respect to any other Property (other than Vessel Collateral), (i) Dufour Laskay & Strouse, Inc., (ii) North American Marine Consultants, LLC, (iii) Picciola and Associates, Inc., (iv) Murphy Appraisal Service, (v) Duff & Phelps or (vi) each other appraisal

firm that is reasonably satisfactory to the Required Lenders (it being understood that so long as the First Lien Debt is outstanding, the approval of the First Lien Representative or the First Lien Required Lenders in respect of any Specified Qualified Appraiser shall be deemed to be approval of the Required Lenders with respect thereto).

"Specified Representations" shall mean the representations and warranties set forth in Sections 7.01(a), 7.02 (as related to the borrowing under, guaranteeing under, granting of security interests in the Collateral to, and performance of, the Loan Documents), 7.03(b)(ii) (as related to the borrowing under, guaranteeing under, granting of security interests in the Collateral to, and performance of, the Loan Documents), 7.08, 7.16 (other than clauses (c) and (d) thereof), 7.18, and 7.19.

"Specified Transaction" shall mean, with respect to any period, any Investment (including a Permitted Acquisition), any asset acquisition or sale, incurrence or Redemption of Debt, Restricted Payment, Subsidiary designation, or other event or action that in each case by the terms of this Agreement requires Pro Forma Compliance with a test or covenant hereunder or requires such test or covenant to be calculated on a Pro Forma Basis.

"Specified Value" means, subject in all cases to Section 1.06:

(a) with respect to any Existing Vessel, the Vessel Book Value thereof; provided, that for purposes of Section 9.08 (other than Events of Loss) (A) subject to the following clause (B), if the Vessel Book Value of any Existing Vessel that is subject to an Asset Sale (other than an Event of Loss) pursuant to Section 9.08 is greater than $25,000,000, the Specified Value of such Existing Vessel shall instead be the Appraised Value thereof and (B) if the sum of (i) the aggregate Vessel Book Value of all Existing Vessels subject to Asset Sales (other than Events of Loss) pursuant to Section 9.08 following the Effective Date plus (ii) the aggregate Vessel Book Value of all After-Acquired Vessels subject to Asset Sales (other than Events of Loss) pursuant to Section 9.08 following the Effective Date exceeds $100,000,000 during any consecutive 36-month period, the Specified Value with respect to any Existing Vessel subject to any Asset Sale that occurs at any time on or following the date on which such $100,000,000 threshold is exceeded and during such 36-month period shall instead be the Appraised Value thereof; provided, further, however that, in the cases of the preceding clauses (A) and (B), if the Parent Borrower or other applicable Loan Party receives consideration for such Asset Sale in an amount equal to at least 80% of the Vessel Book Value of such Existing Vessel, then no Appraisal Report shall be required (and in such case the Specified Value of such Existing Vessel shall be deemed to be (i) for purposes of Section 9.08, the consideration received in connection therewith or (ii) for all other purposes, the Vessel Book Value thereof);

(b) with respect to any After-Acquired Vessel, the Vessel Book Value thereof; provided, that for purposes of Section 9.08 (other than Events of Loss) (A) subject to the following clause (B) if the Vessel Book Value of any After-Acquired Vessel (other than any Vessel set forth on Schedule 8.17) that is subject to an Asset Sale (other than an Event of Loss) pursuant Section 9.08 is greater than $25,000,000, the Specified Value of such After-Acquired Vessel shall instead be the Appraised Value thereof and (B) if the sum of (i) the aggregate Vessel Book Value of all After-Acquired Vessels subject to Asset Sales (other than Events of Loss) pursuant to Section 9.08 following the Effective Date plus (ii) the aggregate Vessel Book Value of all Existing Vessels

subject to Asset Sales (other than Events of Loss) pursuant to Section 9.08 following the Effective Date exceeds $100,000,000 during any consecutive 36-month period, the Specified Value with respect to any After-Acquired Vessel subject to any Asset Sale that occurs at any time on or following the date on which such $100,000,000 threshold is exceeded and during such 36-month period shall instead be the Appraised Value thereof; provided, further, however that, in the cases of the preceding clauses (A) and (B), if the Parent Borrower or other applicable Loan Party receives consideration for such Asset Sale in an amount equal to at least 80% of the Vessel Book Value of such After-Acquired Vessel, then no Appraisal Report shall be required (and in such case the Specified Value of such After-Acquired Vessel shall be deemed to be (i) for purposes of Section 9.08, the consideration received in connection therewith or (ii) for all other purposes, the Vessel Book Value thereof);

(c) with respect to cash, the aggregate amount thereof;

(d) with respect to any Liquid Equity Securities, the market value thereof as determined by the average of the high and low trading prices on the applicable trading exchange on the relevant date of determination;

(e) except as provided in clause (f) below, with respect to any other Property or Investment, the fair market value of such Property or Investment at the time of the event requiring such determination, as determined in good faith by management or the Board of Directors of the Parent Borrower; and

(f) with respect to any Property or Investment, other than as covered in (a) through (e) above, in excess of $35,000,000, the fair market thereof as determined by a reputable investment bank or accounting or appraisal firm that is, in the judgment of the disinterested members of the Board of Directors of the Parent Borrower, qualified to perform the task for which such firm has been engaged and independent with respect to the Borrowers;

provided, that in the case of Specified Equity Interests, the Specified Value thereof shall be determined in accordance with clause (a) or (b) above, as applicable, *mutatis mutandis*.

Notwithstanding anything to the contrary, when calculating the Specified Value of any Vessel at any time, the aggregate principal amount of any Debt secured by a Lien on such Vessel at such time (other than (i) the Indebtedness and (ii) any Junior Lien Debt or any Permitted Refinancing Indebtedness in respect thereof that is secured by a Junior Lien on such Vessel) shall be deducted, to the extent such Debt has not already been deducted in the applicable calculation (including, without limitation, in the determination of the Appraised Value thereof).

"Stacked Vessel" means a Vessel that has been removed from service in the exercise of the Parent Borrower's reasonable judgment consistent with reasonable business practices in light of the facts known at the time the decision was made (including, without limitation, operating costs and available marketing opportunities) or in the case of any After-Acquired Vessel (whether by acquiring the Vessel or the entity that owns such Vessel) that was stacked at the time of its acquisition or thereafter (including any period immediately prior to the acquisition of such After-Acquired Vessel that such After-Acquired Vessel was continuously stacked by its previous owner).

"Stated Maturity" means, with respect to any mandatory sinking fund or other installment of interest or principal on any series of Debt, the date on which such payment of interest or principal was scheduled to be paid in the original documentation governing such Debt, and shall not include any contingent obligations to repay, Redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof, but shall include any rights of the holders to require the obligor to repurchase such Debt at any particular date.

"Subsidiary" means any Person of which at least a majority of the outstanding Equity Interests having by the terms thereof ordinary voting power to elect a majority of the board of directors, manager or other governing body of such Person (irrespective of whether or not at the time Equity Interests of any other class or classes of such Person shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by the Parent Borrower or one or more of its Subsidiaries. Unless otherwise indicated herein, each reference to the term "Subsidiary" shall mean a direct or indirect Subsidiary of the Parent Borrower.

"Successor Company" has the meaning assigned such term in Section 9.04(a).

"Swap Termination Value" means, in respect of any Hedging Obligation, after taking into account the effect of any legally enforceable netting agreement relating to such Hedging Obligations, (a) for any date on or after the date such Hedging Obligations have been closed out and termination value(s) determined in accordance therewith, such termination value(s) and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Hedging Obligations, as determined by the counterparties to such Hedging Obligations.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Test Period" shall mean, for any determination under this Agreement, the four consecutive fiscal quarters of the Parent Borrower most recently ended on or prior to such date of determination and for which financial statements are internally available at the time of such determination.

"Transaction Expenses" shall mean any fees, costs, or expenses incurred or paid by the Borrowers in connection with the Transactions, this Agreement, the First Lien Loan Documents and the other Loan Documents, and the transactions contemplated hereby and thereby.

"Transactions" means, with respect to (a) the Borrowers, the execution, delivery and performance by the Borrowers of this Agreement, and each other Loan Document to which it is a party, the borrowing of Loans, the use of the proceeds thereof, and the granting of Liens by the Borrowers on Collateral pursuant to the Security Instruments and (b) each Guarantor, the execution, delivery and performance by such Guarantor of each Loan Document to which it is a party, the guaranteeing of the Indebtedness and the other obligations under the Guaranty and Collateral Agreement by such Guarantor, and the granting of Liens by such Guarantor on Collateral pursuant to the Security Instruments (for the avoidance of doubt, excluding Excluded Assets (as defined in the Guaranty and Collateral Agreement)).

"U.S. Person" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

"U.S. Tax Compliance Certificate" has the meaning assigned to such term in Section 5.03(g)(ii)(B)(3).

"UCC" has the meaning set forth in the definition of "Lien".

"Unrestricted Subsidiary" means any Subsidiary of the Parent Borrower that is designated by the Board of Directors of the Parent Borrower as an Unrestricted Subsidiary pursuant to Section 8.16 and any Subsidiary of an Unrestricted Subsidiary.

"Unsecured Indentures" means the 2019 Convertible Senior Notes Indenture, the 2020 Senior Notes Indenture and the 2021 Senior Notes Indenture.

"USA PATRIOT Act" means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001 and as modified, amended, supplemented or restated from time to time)).

"Vessel Book Value" means, with respect to any applicable Vessel, (i) if such Vessel is an Existing Vessel, the net book value thereof as included in the balance sheet of the Parent Borrower as of March 31, 2017 in accordance with GAAP and (ii) if such Vessel is an After-Acquired Vessel, the gross book value thereof that would be included in the balance sheet of the Parent Borrower as of the date such After-Acquired Vessel is acquired (or, in the case of any Vessel that is being constructed, as of the date such construction is completed and such Vessel is delivered) in accordance with GAAP.

"Vessel Collateral" means, collectively, whether owned by the Parent Borrower or one of its Restricted Subsidiaries, (i) all Vessels specified on Schedule 8.14, (ii) any additional Vessels acquired by the Parent Borrower or one of its Restricted Subsidiaries after the Effective Date (other than Vessels acquired using Permitted Acquisition Indebtedness for so long as such Vessel is subject to a Lien securing the applicable Permitted Acquisition Indebtedness) and (iii) all Vessels that cease to be Excluded Assets after the Effective Date.

"Vessels" means marine vessels, and "Vessel" shall mean any of such Vessels.

"VesselsValue" means VesselsValue Ltd.

"Voting Stock" of any Person as of any date means the Equity Interest of such Person that is at the time entitled to vote in the election of the board of directors, managers or trustees of such Person.

"VV Value" means 100% of the daily average fair value as determined by VesselsValue for the last 30 days prior to the date of the approval by the Parent Borrower's Board of Directors of the applicable Acquisition Transaction.

"Weighted Average Life to Maturity" means, when applied to any Debt at any date, the number of years obtained by dividing (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment, by (b) the then outstanding principal amount of such Debt.

"Wells Fargo" means Wells Fargo Bank, National Association.

"Wholly-Owned Restricted Subsidiary" means (a) any Restricted Subsidiary of which all of the outstanding Equity Interests (other than any directors' qualifying shares and Equity Interests held by other statutorily required minority shareholders) shall at the time be owned directly or indirectly by such Person or (b) any Restricted Subsidiary that is organized in a foreign jurisdiction and is required by the applicable laws and regulations of such foreign jurisdiction or its governmental agencies, authorities or state-owned businesses to be partially owned by the government of such foreign jurisdiction or individual or corporate citizens of such foreign jurisdiction in order for such Restricted Subsidiary to transact business in such foreign jurisdiction, provided that such Person, directly or indirectly, owns the remaining Equity Interests in such Restricted Subsidiary and, by contract or otherwise, controls the management and business of such Restricted Subsidiary to substantially the same extent as if such Restricted Subsidiary were a Wholly-Owned Restricted Subsidiary.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Title IV of ERISA.

"Withholding Agent" means the Parent Borrower and the Administrative Agent.

"Write-Down and Conversion Powers" means (a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule; and (b) in relation to any other applicable Bail-In Legislation, (i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and (ii) any similar or analogous powers under that Bail-In Legislation.

Section 1.03 [Reserved].

Section 1.04 Terms Generally; Rules of Construction. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise

(a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time supplemented, restated, renewed, refinanced, modified, amended, extended for any period, increased and/or otherwise rearranged (subject to any restrictions on such supplements, restatements, renewals, refinances, modifications, amendments, extensions, increases and/or rearrangements as set forth in the Loan Documents),

(b) any reference herein to any law shall be construed as referring to such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time,

(c) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to the restrictions contained in the Loan Documents),

(d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof,

(e) with respect to the determination of any time period, the word "from" means "from and including" and the word "to" means "to and including" and

(f) any reference herein to Articles, Sections, Annexes, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Annexes, Exhibits and Schedules to, this Agreement.

No provision of this Agreement or any other Loan Document shall be interpreted or construed against any Person solely because such Person or its legal representative drafted such provision.

Section 1.05 Accounting Terms and Determinations; GAAP.

(a) Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all determinations with respect to accounting matters hereunder shall be made, and all financial statements and certificates and reports as to financial matters required to be furnished to the Administrative Agent or the Lenders hereunder shall be prepared, in accordance with GAAP, as in effect from time to time; provided that, if the Parent Borrower notifies the Administrative Agent in writing that the Parent Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision, regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn, such provision amended in accordance herewith.

(b) When calculating the availability under any basket or ratio hereunder, in each case in connection with an Acquisition Transaction, the date of determination of such basket or ratio and of any Default or Event of Default shall, at the option of the Parent Borrower (which election shall be made, if at all, on the date the definitive agreements for such Acquisition Transaction are entered into), be the date the definitive agreements for such Acquisition Transaction are entered into and such baskets or ratios shall be calculated with such pro forma adjustments as are consistent with the pro forma adjustment provisions set forth in the definition of Pro Forma Basis after giving effect to such Acquisition Transaction and the other transactions to be entered into in connection therewith (including any incurrence of Debt and the use of proceeds thereof) as if they occurred at the beginning of the applicable period for purposes of determining the ability to consummate any such Acquisition Transaction, and, for the avoidance of doubt, (x) if any of such baskets or ratios are exceeded as a result of fluctuations in such basket or ratio (including due to fluctuations in Consolidated EBITDA or Consolidated Net Tangible Assets of the Parent Borrower or the target company for the applicable measurement period) subsequent to such date of determination and at or prior to the consummation of the relevant Acquisition Transaction, such baskets or ratios will not be deemed to have been exceeded as a result of such fluctuations solely for purposes of determining whether the Acquisition Transaction is permitted hereunder and (y) such baskets or ratios shall not be tested at the time of consummation of such Acquisition Transaction or related transactions; provided that if the Parent Borrower elects to have such determinations occur at the time of entry into such definitive agreement, any such transactions (including any incurrence of Debt and the use of proceeds thereof) shall be deemed to have occurred on the date the definitive agreements are entered and to be outstanding thereafter for purposes of calculating any baskets or ratios hereunder after the date of such agreement and before the consummation of such Acquisition Transaction unless and until such Acquisition Transaction has been abandoned, as determined by the Parent Borrower, prior to the consummation thereof; provided, further that the foregoing shall be inapplicable to any determination under clause (h) of the definition of Permitted Investments.

Section 1.06 Valuation of Certain Investments and Restricted Payments. Notwithstanding anything in this Agreement to the contrary, for purposes of determining the amount of an Investment made or acquired following the Effective Date or any Restricted Payment made following the Effective Date, (a) the amount of any Investment so made or acquired or Restricted Payment made using the direct or indirect proceeds from the sale, transfer or other disposition of Vessel Collateral or Specified Equity Interests or using Vessel Collateral or Specified Equity Interests shall be deemed to equal (1) the Vessel Book Value of such Vessels so sold, transferred or otherwise disposed (whether directly or through the sale, transfer or other disposition of such Specified Equity Interests) that generated such proceeds or that were so sold, transferred or otherwise disposed (whether directly or through the sale, transfer or other disposition of such Specified Equity Interests), without adjustment for subsequent increases or decreases in the value of such Investment minus (2) the amount of dividends or distributions received in connection with such Investment and any return of capital and any payment of principal received in respect of such Investment that in each case is received in cash or Cash Equivalents; provided, that if such Investment is made with Collateral or proceeds of Collateral, such cash or Cash Equivalents are received by a Loan Party in a deposit account or securities account, as applicable, that is subject to an Account Control Agreement by a Loan Party in a deposit account or securities account, as applicable, that is subject to an Account Control Agreement and (b) for purposes of any determination described in the preceding clause (a), proceeds shall be deemed applied to Investments or Restricted Payments first with the earliest proceeds received from any disposition of Vessel Collateral (or Specified Equity Interests in respect thereof), with the effect being that the first proceeds applied shall be deemed attributable to (and shall be based on the Vessel Book Value of) the Vessel (or Specified Equity Interests in respect thereof) first disposed, before being deemed attributable to any subsequently disposed Vessel (or Specified Equity Interests in respect thereof).

ARTICLE II
The Commitments

Section 2.01 Commitments. Subject to the terms and conditions set forth herein and, with respect to the Exchanged Loans, the Exchange Transaction Documents, each Lender shall exchange an aggregate principal amount of its 2020 Senior Notes on the Effective Date as provided in Section 2.02 below in an aggregate principal amount equal to such Lender's Original Term Commitment (the "Original Term Loans"). Any amounts paid or prepaid in respect of the Loans may not be reborrowed. The aggregate amount of the Original Term Commitments on the Effective Date is $111,884,650.

Section 2.02 Effective Date Mechanics.

(a) On the Effective Date, upon the satisfaction of the conditions set forth in the Exchange Transaction Documents, including, without limitation, the acceptance of tendered notes by HOSI, each Lender severally agrees to deliver its 2020 Senior Notes validly tendered in the Exchange Transactions in exchange for Original Term Loans (such Loans, the "Exchanged Loans") in a principal amount for each such Lender set forth opposite its name on Schedule 1.01(a) hereto (which amount, for the avoidance of doubt, will equal $850 in principal amount of the Exchanged Loans for each $1,000 principal amount of 2020 Senior Notes so tendered and accepted at or prior to 11:59 p.m., New York City time, on February 4, 2019 (collectively, such exchanged 2020 Senior Notes, the "Exchanged Notes")).

(b) Each Lender shall deliver the Exchanged Notes held by it in an amount set forth for such Lender in the Exchange Transaction Documents. Each Lender that has taken the actions described in the preceding sentence shall be deemed to have made on the Effective Date, and shall have made, a Loan in the aggregate principal amount set forth opposite its name on Schedule 1.01(a) hereto. For the avoidance of doubt, the cashless exchange of Loans for Exchanged Notes shall be the only means by which the Lenders shall make the Original Term Loans hereunder, and nothing under this Agreement shall (i) require any Lender to make its Original Term Loans by making funds available to the Parent Borrower or (i) require the Administrative Agent to make any Loans or make funds available to the Parent Borrower.

Section 2.03 Borrowings; Several Obligations. Each Loan made shall be made as part of a Borrowing consisting of Loans made by the Lenders ratably in accordance with their respective Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(a) [Reserved].

(b) Notes. Any Lender may request that the Loans made by it be evidenced by a promissory note. In such event, the Borrowers shall prepare, execute and deliver to such Lender a promissory note payable to such Lender or its registered assigns, substantially in the form of Exhibit A (with a copy to the Administrative Agent) dated (i) the Effective Date or (ii) the effective

date of an Assignment pursuant to Section 12.04(b), in a principal amount equal to its Commitment as originally in effect and otherwise duly completed and such substitute Notes as required by Section 12.04(b); provided that promissory notes requested in amounts less than $1,000,000 shall require the consent of the Parent Borrower, such consent not to be unreasonably withheld or delayed. The date and amount of each Loan made by each Lender and all payments made on account of the principal thereof, shall be recorded by such Lender on its books and maintained in accordance with its usual practice. Failure to make such recordation shall not affect any Lender's or the Borrowers' rights or obligations in respect of such Loans. In the event that one or more Notes shall be issued after the Effective Date, it shall not be necessary to tender or present any such Note to the Administrative Agent for any payment hereunder, including on the Maturity Date.

(c) Requests for Borrowings. Except in the case of the Original Term Loans, which are dealt with as provided in Section 2.02, to request a Borrowing, the Borrowers shall deliver to the Administrative Agent, for distribution to the Lenders, a written Borrowing Request in substantially the form of Exhibit B-1 and signed by the Borrowers not later than 12:00 p.m., Eastern time, on the date of such Borrowing. Each such Borrowing Request shall specify the following information:

(i) the aggregate amount of the requested Borrowing;

(ii) the date of such Borrowing, which shall be a Business Day; and

(iii) the wire instructions of the account to which funds are to be disbursed

Promptly following receipt of a Borrowing Request in accordance with this Section 2.03, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

Section 2.04 [Reserved].

Section 2.05 [Reserved].

Section 2.06 Termination and Reduction of Commitments.

(a) Scheduled Termination of Commitments. Upon the making of each Loan hereunder (including any Exchanged Loan), an equal amount of the Commitment shall terminate on the date of such Borrowing. Unless previously terminated in full, all unused Original Term Commitments shall terminate following the consummation of the Exchange Transactions immediately after the Borrowing on the Effective Date. Any Incremental Term Commitment shall terminate as set forth in the applicable Incremental Amendment.

(b) [Reserved].

Section 2.07 Replacement of Lenders. The Parent Borrower shall be permitted to replace any Lender that (a) requests reimbursement for amounts owing pursuant to Section 5.01 or 5.03, or (b) fails to vote in favor of any measure requiring the affirmative vote of one hundred percent (100%) of all Lenders or all affected Lenders, or any measure requiring the affirmative vote of a lesser percentage of Lenders of affected Lenders, (or, in the case of any consent, wavier or amendment that requires the approval of each Lender, each affected Lender or such lesser percentage with respect to a particular Class of Loans, any such Required Class Lenders of such Class), with any Person that meets the requirements to be an assignee under Section 12.04; provided that

(i) such replacement does not conflict with any Governmental Requirement,

(ii) no Event of Default shall have occurred and be continuing at the time of such replacement that has not been waived in accordance with the terms hereof,

(iii) prior to any such replacement, such Lender shall have taken no action under Section 5.04 so as to eliminate the continued need for payment of amounts owing pursuant to Section 5.01 or 5.03(a),

(iv) the replacement financial institution shall purchase, at par, all Loans and other amounts owing to such replaced Lender on or prior to the date of replacement,

(v) [reserved],

(vi) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 12.04 (provided that the Borrowers shall be obligated to pay the registration and processing fee referred to therein),

(vii) until such time as such replacement shall be consummated, the Borrowers shall pay all additional amounts (if any) required pursuant to Section 5.01 or 5.03(a), as the case may be, and

(viii) any such replacement shall not be deemed to be a waiver of any rights that the Borrowers, the Administrative Agent or any other Lender shall have against the replaced Lender.

Section 2.08 [Reserved].

Section 2.09 Incremental Term Loans.

(a) Incremental Term Commitments. The Borrowers may, by written notice to the Administrative Agent from time to time (whereupon the Administrative Agent shall promptly make such notice available to each of the Lenders), request the establishment of one or more new term loan commitments (the "Incremental Term Commitments"), provided that the aggregate principal amount thereof shall not exceed the sum of (i) the then applicable Incremental Available Amount and (ii) if the Collateral Conditions have been met and the proceeds of such Incremental Term Loans are to be used to finance an Acquisition Transaction and such Incremental Term Loans qualify as Permitted Loans, an amount allowed by the definition of Permitted Loans.

Each such notice shall specify (w) the amount of the Incremental Term Commitments being requested, (x) whether the Incremental Term Commitments are being established pursuant to clause (a)(i) or (ii) above, (y) whether such Incremental Term Commitments are being designated for all purposes of this Agreement as either (A) a new Class of Incremental Term Commitments or (B) an increase to an existing Class of Commitments and (z) the date (each, an "Incremental Facility Closing Date") on which the Borrowers propose that the Incremental Term Commitments shall be effective, which shall be a date not less than 5 Business Days after the date on which such notice is delivered to Administrative Agent.

(b) Incremental Term Loans. Incremental Term Loans may be made by any existing Lender or any other Person (any such other Person being called an "Additional Lender") (but no existing Lender will have an obligation to provide any Incremental Term Commitment) (each such existing Lender or Additional Lender providing such Incremental Term Commitments, an "Incremental Term Lender," as applicable, and, collectively, the "Incremental Term Lenders"). On any Incremental Facility Closing Date, subject to the satisfaction of the terms and conditions in this Section 2.09, (i) each Incremental Term Lender shall make a Loan to the Borrowers (on a joint and several basis) in an amount equal to its Incremental Term Commitment and (ii) each Incremental Term Lender shall become a Lender hereunder with respect to the Incremental Term Commitment and the Incremental Term Loans made pursuant thereto.

(c) Effectiveness of Incremental Amendment. The effectiveness of any Incremental Amendment, and the Incremental Term Commitments thereunder, shall be subject to the satisfaction on the Incremental Facility Closing Date of each of the following conditions:

(i) (x) if the proceeds of such Incremental Term Loans are being used to finance a Limited Condition Acquisition permitted hereunder, no Event of Default under Section 10.01(a), 10.01(b), 10.01(h) or 10.01(i) shall have occurred and be continuing or would exist after giving effect to such Incremental Term Commitments;, or (y) if otherwise, no Event of Default shall have occurred and be continuing or would exist after giving effect to such Incremental Term Commitments; and

(ii) after giving effect to such Incremental Term Commitments, the representations and warranties of the Loan Parties set forth in this Agreement and the other Loan Documents shall be true and correct in all material respects (without duplication of materiality) on and as of the Incremental Facility Closing Date with the same effect as though such representations and warranties had been made on and as of such; provided that to the extent that a representation and warranty specifically refers to a given date or period, it shall be true and correct in all material respects as of such date or period, as the case may be; provided further, that, if the proceeds of any Incremental Term Commitments are being used to finance a Limited Condition Acquisition permitted hereunder, (x) the accuracy of the representations and warranties shall refer to the accuracy of the representations and warranties that would constitute Specified Representations and the representations and warranties in the relevant acquisition agreement the breach of which would permit the buyer to terminate its obligations thereunder or decline to consummate such Limited Condition Acquisition and (y) the reference to "Material Adverse Effect" in the Specified Representations shall be understood for this purpose to refer to "Material Adverse Effect" or similar definition as defined in the main transaction agreement governing such Acquisition Transaction.

(d) Required Terms. The terms and provisions of the Incremental Term Loans made pursuant to Incremental Term Commitments shall be as follows:

(i) terms and provisions of Incremental Term Loans shall be, except as otherwise set forth herein or in the Incremental Amendment, identical to the Loans (it being understood that Incremental Term Loans may be a part of the Loans) except as to applicable rate, maturity and amortization (which shall be subject to the following clauses (ii) and (iii));

(ii) the Weighted Average Life to Maturity of any Incremental Term Loans shall be no shorter than the remaining Weighted Average Life to Maturity of the then existing Loans; and

(iii) the maturity date of Incremental Term Loans shall not be earlier than the Latest Maturity Date then in effect.

(e) Incremental Amendment.

(i) Incremental Term Commitments shall become Commitments under this Agreement pursuant to an amendment (an "Incremental Amendment") to this Agreement and, as appropriate, amendments to the other Loan Documents, executed by the Borrowers, each Incremental Term Lender providing such Incremental Term Commitments and the Administrative Agent, as applicable. The Incremental Amendment may, without the consent of any other Loan Party, Agent or Lender, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Borrowers, to effect the provisions of this Section 2.09. The Lenders hereby irrevocably authorize the Administrative Agent to enter into amendments to this Agreement and the other Loan Documents with the Loan Parties as may be necessary in order to establish new tranches or sub-tranches in respect of Loans or commitments made or established pursuant to this Section 2.09 and such technical amendments as may be necessary or appropriate in the reasonable opinion of the Borrowers in connection with the establishment of such new tranches or sub-tranches, in each case on terms consistent with this Section 2.09.

(ii) The Loans and Commitments established pursuant to Section 2.09 shall constitute Loans and Commitments under, and shall be entitled to all the benefits afforded by, this Agreement and the other Loan Documents, and shall, without limiting the foregoing, benefit equally and ratably from the Guaranty and Collateral Agreement and the security interests created by the other Security Instruments and shall rank pari passu in right of payment and of security with the Loans, except that the new Loans may be subordinated in right of payment or the Liens securing the new Loans may be subordinated, in each case, to the extent set forth in the Incremental Amendment. The Loan Parties shall take any actions reasonably required by the Lenders to ensure and/or demonstrate that the Lien and security interests granted hereby and by the other Security Instruments continue to be perfected under the Uniform Commercial Code or otherwise after giving effect to the establishment of any such class of Loans or any such new Commitments.

ARTICLE III
Payments of Principal and Interest; Prepayments; Fees

Section 3.01 Repayment of Loans. The Borrowers hereby unconditionally promise to pay to the Administrative Agent, for the account of each Lender, the then unpaid principal amount of each Loan on the Maturity Date.

Section 3.02 Interest.

(a) Loans. The Original Term Loans shall bear interest at the Fixed Coupon Rate, but in no event to exceed the Highest Lawful Rate.

(b) [Reserved].

(c) Post-Default. Notwithstanding the foregoing, if an Event of Default under Sections 10.01(a), (b), (h) or (i) has occurred and is continuing, then all Loans outstanding hereunder shall bear interest from and after the date of such Event of Default, after as well as before judgment, at a rate per annum equal to two percent (2%) plus the then applicable rate of interest accruing on such Loan as provided in Sections 3.02(a), but in no event to exceed the Highest Lawful Rate.

(d) Interest Payment Dates. Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and on the Maturity Date and shall be payable entirely in cash; provided that (i) interest accrued pursuant to Section 3.02(c) shall be payable on demand, and (ii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment.

(e) Interest Rate Computations. All interest hereunder shall be computed on the basis of a year of 360 days, unless such computation would exceed the Highest Lawful Rate, in which case interest shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

Section 3.03 [Reserved].

Section 3.04 Prepayments.

(a) Optional Prepayments. The Borrowers shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to prior notice in accordance with Section 3.04(b), and subject to the premium set forth in Section 3.04(d).

(b) Notice and Terms of Optional Prepayment. The Parent Borrower shall notify the Administrative Agent by delivery of a notice of prepayment in the form of Exhibit B-2 hereto ("Notice of Prepayment") executed by a Responsible Officer of any prepayment hereunder not later than 1:00 p.m., Eastern time, two Business Days before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date, the principal amount of each Borrowing or portion thereof to be prepaid; provided that, a Notice of Prepayment delivered by

the Parent Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities or the occurrence of a Change in Control, in which case such Notice of Prepayment may be revoked by the Parent Borrower (by written notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Promptly following receipt of any such Notice of Prepayment, the Administrative Agent shall advise the applicable Lenders of the contents thereof. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 3.02 and the prepayment premium required by Section 3.04(d). Each prepayment hereunder shall be in an amount that is an integral multiple of $1,000,000 (or such lesser amount or integral to repay a Borrowing in full).

(c) Mandatory Prepayments.

(i) Excess Proceeds from Asset Sales. Not later than 10 Business Days following each date on which the aggregate amount of Excess Proceeds exceeds $20,000,000, the Parent Borrower shall deliver an offer to the Administrative Agent (which shall furnish such offer pro rata (based on the amount of principal of the outstanding Loans) to each Lender) to prepay the Loans of the Lenders in an aggregate principal amount equal to the amount of such Excess Proceeds, which prepayment shall be made in cash at par plus accrued and unpaid interest (if any) (which prepayment, for the avoidance of doubt, shall be made without any premium or call protection) to the date of such prepayment (each such offer, an "Excess Proceeds Offer"). Each Lender may decline all but not less than all of its pro rata share of any Excess Proceeds Offer (any such amounts not accepted, the "Declined Amounts") by providing written notice (a "Rejection Notice") to the Administrative Agent and the Parent Borrower no later than 5:00 p.m., Eastern time, ten Business Days after the date of delivery of such Excess Proceeds Offer. If a Lender fails to deliver a Rejection Notice to the Administrative Agent within the time period specified above, such Lender shall be deemed to have accepted such Excess Proceeds Offer. The Borrowers shall prepay all Loans required to be prepaid by it under this Section 3.04(c)(i) no later than five Business Days after expiration of the time period specified above. Any Declined Amounts shall no longer be subject to this Section 3.04(c)(i) and may be used by the Parent Borrower or any of its Restricted Subsidiaries in any manner not prohibited by this Agreement. If the aggregate principal amount of Loans requested to be repaid exceeds the aggregate amount to be repaid by the Borrowers pursuant to this Section 3.04(c)(i) the Administrative Agent shall apply the amounts to be repaid by the Borrowers to the Loans requested to be repaid on a pro rata basis as among the various Classes hereof based on the principal amount of such Loans; provided that any Class of Loans may be prepaid on a less (but not greater) than pro rata basis if agreed to by the Lenders holding such Class of Loans; provided, further, that, if at the time any amount is required to be paid pursuant to this Section 3.04(c)(i), the Borrowers are required to offer to repurchase or prepay Second Lien Debt pursuant to the terms of the documentation governing such Debt with any Excess Proceeds, then the Borrower may apply such Excess Proceeds on a pro rata basis (determined on the basis of the aggregate outstanding principal amount of the Loans and Second Lien Debt at such time; provided that the portion of such Excess Proceeds allocated to Second Lien Debt shall not exceed the amount of such Excess Proceeds required to be allocated to the Second Lien Debt pursuant to the terms thereof, and the

remaining amount, if any, of such Excess Proceeds shall be allocated to the Loans in accordance with the terms hereof) to the prepayment of the Loans and to the repurchase or prepayment of Second Lien Debt, and the amount of prepayment of the Loans that would otherwise have been required pursuant to Section 3.04(c)(i) shall be reduced accordingly; provided, further, that to the extent the holders of Second Lien Debt decline to have such Debt purchased, the Declined Amount shall promptly (and in any event within 10 Business Days after the date of such rejection) be applied to prepay the Loans in accordance with the terms hereof. Notwithstanding anything in this Section 3.04(c)(i) to the contrary, other than in the case of mandatory prepayments declined by the lenders under the First Lien Loan Documents as "Declined Proceeds" or similar term, no mandatory prepayments of the Loans shall be required to the extent the applicable proceeds are required to be applied to make mandatory prepayments with respect to Excess Proceeds under the First Lien Loan Documents.

(ii) Change in Control; Mandatory Commitment Reduction. Within 30 days following any Change in Control, the Parent Borrower shall deliver to the Administrative Agent an offer to each Lender (each such offer, a "Change in Control Offer") to prepay all of such Lender's Loans then outstanding, which offer the Administrative Agent shall furnish to all of the Lenders, at an offer price in cash at par plus accrued and unpaid interest (if any) (which prepayment, for the avoidance of doubt, shall be made without any premium or call protection) to the date of such prepayment. Each Lender may decline all but not less than all of its pro rata share of any Change in Control Offer by providing a Rejection Notice to the Administrative Agent and the Parent Borrower no later than 5:00 p.m., Eastern time, ten Business Days after the date of delivery of the Change in Control Offer. If a Lender fails to deliver a Rejection Notice to the Administrative Agent within the time period specified above, such Lender will be deemed to have accepted such Change in Control Offer. The Commitment of any Lender that does not deliver a Rejection Notice within the time period specified above shall be automatically reduced to $0. The Borrowers shall prepay all Loans required to be prepaid by it under this Section 3.04(c)(ii) no later than 15 days after expiration of the time period specified above for acceptance by the Lenders of the Change in Control Offer (such date, the "Change in Control Payment Date").

(d) Prepayment Premium. In the event that all or any portion of the Original Term Loans are (i) voluntarily prepaid in connection with (A) the refinancing or repricing of all or any portion of the Original Term Loans with the proceeds of any Debt incurred by any Loan Party, the primary purpose of which is to reduce the Fixed Coupon Rate applicable to the Original Term Loans, or (B) any amendment, restatement, amendment and restatement or other modification to this Agreement, in the case of each of clauses (A) and (B), which reduces the Fixed Coupon Rate applicable to such Original Term Loans, other than any refinancing or repricing of Original Term Loans in connection with any Change in Control or (ii) an acceleration occurs in connection with all or any portion of the Original Term Loans, in each case, on or after the date that is six months after the Effective Date and prior to the first anniversary of the end of such six month period, such prepayments, refinancing, repricings or acceleration will be made at 101.0% of the amount prepaid, refinanced, repriced or accelerated.

Section 3.05 Fees. The Borrowers agree to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrowers and the Administrative Agent in the applicable Fee Letter.

ARTICLE IV
Payments; Pro Rata Treatment; Sharing Set-offs

Section 4.01 Pro Rata Treatment; Sharing of Set-offs.

(a) Payments by the Borrowers. The Borrowers shall make each payment required to be made by them hereunder (whether of principal, interest, fees or reimbursement of amounts payable under Section 5.01, Section 5.03 or otherwise) prior to 12:00 p.m., Eastern time, on the date when due, in immediately available funds, without defense, deduction, recoupment, set-off or counterclaim. Fees, once paid, shall be fully earned and shall not be refundable under any circumstances. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices specified in Section 12.01, except that payments pursuant to Section 5.01, Section 5.03 and Section 12.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate Recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in U.S. dollars.

(b) Application of Insufficient Payments. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal then due hereunder (plus any fees and expenses owed to the Administrative Agent), pro rata among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

(c) Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or other obligations hereunder resulting in such Lender receiving payment of a proportion of the aggregate amount of its Loans and accrued interest thereon or other such obligations (other than pursuant to Sections 5.01, 5.03 or 12.03) greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (i) notify the Administrative Agent of such fact, and (ii) purchase (for cash at face value) participations in the Loans and such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them; provided that

(A) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and

(B) the provisions of this Section 4.01(c) shall not be construed to apply to (1) any payment made by the Borrowers pursuant to and in accordance with the express terms of this Agreement or (2) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant, other than to the Parent Borrower or any of its Subsidiaries (except if such assignment is pursuant to Section 12.04(g), as to which the provisions of this Section 4.01(c) shall not apply). The Borrowers consent to the foregoing and agree, to the extent they may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrowers rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of each Loan Party in the amount of such participation.

Section 4.02 Presumption of Payment by the Borrowers. Unless the Administrative Agent shall have received notice from the Borrowers prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may (but shall have no obligation to), in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

Section 4.03 Certain Deductions by the Administrative Agent. If any Lender shall fail to make any payment required to be made by it pursuant to Section 4.02 then the Administrative Agent may (notwithstanding any contrary provision hereof) apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid. After acceleration or maturity of the Loans, all principal will be paid ratably as provided in Section 10.02(c).

ARTICLE V
Increased Costs; Break Funding Payments; Taxes; Illegality

Section 5.01 Increased Costs.

(a) Changes in Law. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to increase the cost to such Lender, or to reduce the amount of any sum received or receivable by such Lender or other Recipient hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or other Recipient in accordance with Section 5.01(c), the Borrowers will pay to such Lender or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender or other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement the Commitments of such Lender or the Loans made by such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time upon request of such Lender in accordance with Section 5.01(c), the Borrowers will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) Certificates. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in Section 5.01(a) or (b) together with reasonable supporting documentation shall be delivered to the Borrowers and shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(d) Effect of Failure or Delay in Requesting Compensation. Failure or delay on the part of any Lenders to demand compensation pursuant to this Section 5.01 shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrowers shall not be required to compensate a Lender pursuant to this Section 5.01 for any increased costs incurred or reductions suffered more than 180 days prior to the date that such Lender notifies the Borrowers of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

Section 5.02 [Reserved].

Section 5.03 Taxes.

(a) For purposes of this Section 5.03, the term "applicable law" includes FATCA.

(b) Payments Free of Taxes. The Borrowers shall cause any and all payments by or on account of any obligation of any Loan Party under any Loan Document to be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(c) Payment of Other Taxes. The Borrowers shall, and shall cause the other Loan Parties to, pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(d) Indemnification. The Borrowers shall, and shall cause the other Loan Parties to, jointly and severally indemnify each Recipient, within ten (10) days after written demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 5.03) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate of the Recipient as to the amount of such payment or liability under this Section 5.03 shall be delivered to the Borrowers and shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within ten (10) days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrowers to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.04(c) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) Evidence of Payments. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 5.03, such Loan Party shall (or the Borrowers shall cause such Loan Party to) deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing any payment of Indemnified Taxes by such Loan Party to a Governmental Authority, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(g) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrowers and the Administrative Agent, at the time or times reasonably requested by the Borrowers or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrowers or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrowers or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrowers or the Administrative Agent as will enable the Borrowers or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 5.03(g)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing:

(A) any Lender that is a U.S. Person shall deliver to the Borrowers and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrowers or the Administrative Agent), executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrowers and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrowers or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed originals of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed originals of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit H-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrowers within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed originals of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit H-2 or Exhibit H-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit H-4 on behalf of each such direct and indirect partner.

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrowers and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrowers or the Administrative Agent), executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrowers or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrowers and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrowers or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrowers or the Administrative Agent as may be necessary for the Borrowers and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the Effective Date.

(iii) The Administrative Agent (and any assignee or successor) will deliver, to the Borrowers, on or prior to the Effective Date (or, assignment or succession, if applicable), either (i) (A) two (2) executed copies of IRS Form W-8ECI with respect to any amounts payable to the Administrative Agent for its own account and (B) two (2) duly completed copies of IRS Form W-8IMY (certifying that it is either a "qualified intermediary" or a "U.S. branch") for the amounts the Administrative Agent receives for the account of others, or (ii) two (2) executed copies of IRS Form W-9, whichever is applicable, and in each case of (i) and (ii), with the effect that the Borrowers can make payments to the Administrative Agent without deduction or withholding of any taxes imposed by the United States.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrowers and the Administrative Agent in writing of its legal inability to do so.

(h) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes as to which it has been indemnified pursuant to this Section 5.03 (including by the payment of additional amounts pursuant to this Section 5.03), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Indemnified Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (h) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the

indemnification payments or additional amounts giving rise to such refund had never been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) Survival. Each party's obligations under this Section 5.03 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

Section 5.04 Mitigation Obligations. If any Lender requests compensation under Section 5.01, or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 5.03, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 5.01 or Section 5.03, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrowers hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

ARTICLE VI
Conditions Precedent

Section 6.01 Effective Date. The obligations of the Lenders to make Loans shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 12.02 or the last paragraph of this Section 6.01):

(a) The Administrative Agent shall have received all fees, expenses and amounts due and payable on or prior to the Effective Date (including legal fees and expenses), including, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrowers hereunder.

(b) The Administrative Agent and the Lenders shall have received a certificate of the secretary or an assistant secretary of each Borrower and each Guarantor, which shall be substantially in the form of Exhibit D-1, setting forth (i) resolutions of its board of directors, members or partners with respect to the authorization of such Borrower or such Guarantor to execute and deliver the Loan Documents to which it is a party and to enter into the transactions contemplated in those documents, (ii) the officers of such Borrower or such Guarantor (y) who are authorized to sign the Loan Documents to which such Borrower or such Guarantor is a party and (z) who will, until replaced by another officer or officers duly authorized for that purpose, act as its representative for the purposes of signing documents and giving notices and other communications in connection with this Agreement and the transactions contemplated hereby, (iii) specimen signatures of such authorized officers, and (iv) the Organizational Documents of such Borrower and such Guarantor, certified as being true and complete. The Administrative Agent and the Lenders may conclusively rely on such certificate until the Administrative Agent receives notice in writing from the Parent Borrower to the contrary.

(c) The Administrative Agent and the Lenders shall have received certificates of the appropriate state agencies with respect to the existence, qualification and good standing of each Borrower and each Guarantor from their jurisdiction of organization.

(d) The Administrative Agent and the Lenders shall have received a closing certificate which shall be substantially in the form of Exhibit D-2, duly and properly executed by a Responsible Officer and dated as of the Effective Date.

(e) The Administrative Agent and the Lenders shall have received from each party hereto counterparts (in such number as may be requested by the Administrative Agent) of this Agreement signed on behalf of such party.

(f) The Administrative Agent and the Lenders shall have received copies of duly executed Notes payable to each Lender that has requested a Note in a principal amount equal to its respective Original Term Commitment dated as of the date hereof.

(g) The Administrative Agent and the Lenders shall have received from each party thereto duly executed counterparts (in such number as may be requested by the Administrative Agent) of the Security Instruments, including, without limitation, the Primary Intercreditor Agreement.

(h) The Administrative Agent and the Lenders shall have received (i) an opinion of Latham & Watkins LLP, special counsel to the Loan Parties, which shall be substantially in the form of Exhibit D-3, and (ii) Winstead PC, special collateral counsel to the Loan Parties, which shall be substantially in the form of Exhibit D-4.

(i) The Administrative Agent and the Lenders shall have received a certificate of insurance coverage of the Parent Borrower evidencing that the Parent Borrower and the Subsidiaries are carrying insurance in accordance with Section 7.13.

(j) The Administrative Agent and the Lenders shall have received appropriate UCC search results, vessel title abstracts from the National Vessel Documentation Center or other relevant search certificates reflecting no prior Liens (other than in favor of the First Lien Collateral Agent and the Collateral Agent or the trustee/mortgagee, as the case may be) encumbering the Vessel Collateral in each of the jurisdictions or offices in which UCC financing statements and the National Vessel Documentation Center should be made to evidence perfected security interests in all Vessel Collateral, other than Liens permitted by Section 9.03.

(k) Arrangements shall have been made to have the Fleet Mortgage with respect to US-flagged Vessel Collateral duly submitted for recordation to the National Vessel Documentation Center on or promptly following the Effective Date.

(l) The Administrative Agent shall have received all documentation and other information about the Loan Parties required under applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act that has been requested by the Administrative Agent in writing at least three (3) Business Days prior to the Effective Date.

(m) At the time of and immediately after giving effect to such Borrowing, no Default shall have occurred and be continuing.

(n) The representations and warranties of the Borrowers and the Guarantors set forth in this Agreement and in the other Loan Documents shall be true and correct on and as of the date of such Borrowing, except to the extent any such representations and warranties are expressly limited to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date).

(o) Immediately after giving effect to such Borrowing, Available Liquidity as of the last day of the most recently ended fiscal quarter shall not be less than the Minimum Liquidity Amount.

Notwithstanding the foregoing, the obligations of the Lenders to make (or be deemed to have made) Original Term Loans hereunder shall not become effective unless all of the foregoing conditions are satisfied (or waived pursuant to Section 12.02 or deemed waived and, in the event such conditions are not so satisfied or waived, the Original Term Commitments shall terminate at such time); provided that upon the funding of the Original Term Loans hereunder, the foregoing conditions in this Section 6.01 shall be deemed satisfied.

Section 6.02 Collateral Conditions. Upon the occurrence of the Collateral Conditions:

(a) the Security Instruments shall be amended to grant Liens by any applicable Borrower or Guarantor on the Collateral pursuant to the Security Instruments (for the avoidance of doubt, excluding Excluded Assets (as defined in the Guaranty and Collateral Agreement)); and

(b) the provisions in this Agreement that are subject to the occurrence of the Collateral Conditions shall become effective.

ARTICLE VII
Representations and Warranties

Each Borrower represents and warrants to the Administrative Agent and each Lender that:

Section 7.01 Organization; Powers. Each Loan Party (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite corporate or limited liability company power and authority, and has all material governmental licenses, authorizations, consents and approvals necessary, to own its Property and to carry on its business as now conducted, and (b) is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required, except where failure to have such power, authority, licenses, authorizations, consents, approvals and qualifications could not reasonably be expected to have a Material Adverse Effect.

Section 7.02 Authority; Enforceability. The Transactions are within each Borrower's and each Guarantor's limited liability company, corporate or partnership powers and have been duly authorized by all necessary limited liability company or corporate and, if required, member, or shareholder action. Each Loan Document to which such Borrower or a Guarantor is a party has been duly executed and delivered by such Borrower or such Guarantor and constitutes a legal, valid and binding obligation of such Borrower and such Guarantor, as applicable, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 7.03 Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or any other third Person (including members, partners or shareholders of the Borrowers, the Guarantors or any other Person), nor is any such consent, approval, registration, filing or other action necessary for the validity or enforceability of any Loan Document or the consummation of the transactions contemplated thereby, except such as have been obtained or made and are in full force and effect other than the recording and filing of the Security Instruments as required thereby or by this Agreement, (b) will not violate (i) any applicable law or regulation, (ii) the Organizational Documents of the Borrowers, the Guarantors or any Restricted Subsidiary of the Parent Borrower or (iii) any order of any Governmental Authority, (c) will not violate or result in a default under any indenture, agreement or other instrument evidencing Material Indebtedness binding upon the Borrowers or any Restricted Subsidiary of the Parent Borrower or their Properties, or give rise to a right thereunder to require any material payment to be made by the Borrowers or such Restricted Subsidiary of the Parent Borrower and (d) will not result in the creation or imposition of any Lien on any Property of the Borrowers or any Restricted Subsidiary of the Parent Borrower (other than the Liens created by the Loan Documents, any First Lien Loan Documents and any other Second Lien Loan Documents).

Section 7.04 Financial Statements; No Material Adverse Change.

(a) The Parent Borrower has heretofore made publicly available its consolidated balance sheet and statements of income, stockholders equity and cash flows (i) as of and for the fiscal year ended December 31, 2017, reported on by Ernst & Young LLP, independent public accountants, and (ii) as of and for the fiscal quarter and the portion of the fiscal year ended September 30, 2018, certified by a Responsible Officer. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of the Parent Borrower and its Consolidated Subsidiaries as of such dates and for such periods in accordance with GAAP, subject to year-end audit adjustments and the absence of certain footnotes in the case of the unaudited quarterly financial statements.

(b) Since December 31, 2017, there has been no event, development or circumstance that has had or could reasonably be expected to have a Material Adverse Effect.

(c) None of the Parent Borrower or any of its Restricted Subsidiaries has any material Funded Debt or any contingent liabilities, off-balance sheet liabilities or partnerships, liabilities for taxes, unusual forward or long-term commitments or unrealized or anticipated losses from any unfavorable commitments, except for those arising with respect to the Transactions, those arising under the First Lien Term Loan Agreement and the Unsecured Indentures and those included or otherwise disclosed in the financial statements or other written materials delivered to the Administrative Agent or otherwise made publicly available (including pursuant to filings with the SEC).

Section 7.05 Litigation.

(a) Except as set forth on Schedule 7.05, there are no actions, suits, investigations or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Parent Borrower, threatened against or affecting the Parent Borrower or any of its Restricted Subsidiaries or any of their Properties (i) as to which there is a reasonable possibility of an adverse determination that could reasonably be expected to have a Material Adverse Effect, or (ii) that involve any Loan Document or the Transactions.

(b) Since the Effective Date, there has been no change in the status of the matters disclosed in Schedule 7.05 that has resulted in, or could reasonably be expected to have, Material Adverse Effect.

Section 7.06 Environmental Matters. Except as could not be reasonably expected to have a Material Adverse Effect (or with respect to (c), (d) and (e) below, where the failure to take such actions could not be reasonably expected to have a Material Adverse Effect):

(a) Neither any Property of the Parent Borrower or any of its Restricted Subsidiaries nor any operations conducted by the Parent Borrower or any of its Restricted Subsidiaries violate or has violated any Environmental Laws.

(b) Neither any Property of the Parent Borrower or any of its Restricted Subsidiaries nor the operations conducted thereon or, to the knowledge of the Parent Borrower, any prior owner or operator of such Property or operation, are subject to any existing, pending or threatened action, suit, investigation, inquiry or proceeding by or before any court or Governmental Authority or to any remedial obligations or other liabilities under Environmental Laws.

(c) All notices, permits, licenses, exemptions, approvals or similar authorizations, if any, required to be obtained or filed in connection with the operation or use of any and all Property of the Parent Borrower and each of its Restricted Subsidiaries, including, without limitation, past or present treatment, storage, disposal or release of a Hazardous Material into the environment, have been duly obtained or filed, and the Parent Borrower and each of its Restricted Subsidiaries are in compliance with the terms and conditions of all such notices, permits, licenses and similar authorizations.

(d) All Hazardous Material, if any, generated by the Parent Borrower or any of its Restricted Subsidiaries or by any other Person at any and all Property of the Parent Borrower or any of its Restricted Subsidiaries, has been transported, treated and disposed of in accordance with Environmental Laws and so as not to pose an imminent and substantial endangerment to public health or welfare or the environment, and, to the knowledge of the Parent Borrower, all such transport carriers and treatment and disposal facilities have been and are operating in compliance with Environmental Laws and so as not to pose an imminent and substantial endangerment to public health or welfare or the environment, and are not the subject of any existing, pending or threatened action, investigation or inquiry by any Governmental Authority pursuant to any Environmental Laws.

(e) The Parent Borrower has no knowledge that any Hazardous Materials are now located on or in the Vessels, or that any other Person has ever caused or permitted any Hazardous Materials to be placed, held, located or disposed of on, the Vessels or any part thereof, except for such Hazardous Materials that may have been placed, held, or located on the Vessels in accordance with and otherwise not in violation of or in a manner reasonably likely to give rise to liability under Environmental Laws.

(f) To the extent applicable under OPA, all Property of the Parent Borrower and each of its Restricted Subsidiaries currently satisfies all requirements imposed by OPA and, except as set forth on Schedule 7.06(f), the Parent Borrower does not have any reason to believe that such Property, to the extent subject to OPA, will not be able to maintain compliance with OPA requirements during the term of this Agreement.

(g) To the knowledge of the Parent Borrower, there has been no exposure of any Person or Property to any Hazardous Materials in connection with any Property or operation of the Parent Borrower or any Subsidiary that could reasonably be expected to form the basis of a claim for damages or compensation.

Section 7.07 Compliance with the Laws and Agreements; No Defaults.

(a) The Parent Borrower and each of its Restricted Subsidiaries is in compliance with all Governmental Requirements applicable to it or its Property and all agreements and other instruments binding upon it or its Property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, and possesses all licenses, permits, franchises, exemptions, approvals and other governmental authorizations necessary for the ownership of its Property and the conduct of its business, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(b) Neither the Parent Borrower nor any of its Restricted Subsidiaries is in default nor has any event or circumstance occurred which, but for the expiration of any applicable grace period or the giving of notice, or both, would constitute a default under, or would require the Parent Borrower or any of its Restricted Subsidiaries to Redeem or make any offer to Redeem under any indenture, note, credit agreement or instrument pursuant to which any Material Indebtedness is outstanding or by which the Parent Borrower or any such Restricted Subsidiary or any of their Properties is bound.

(c) No Default has occurred and is continuing.

Section 7.08 Investment Company Act. Neither the Parent Borrower nor any of its Restricted Subsidiaries is an “investment company” or a company “controlled” by an “investment company,” within the meaning of, or subject to regulation under, the Investment Company Act of 1940, as amended.

Section 7.09 Anti-Terrorism Laws and Sanctions.

(a) No Loan Party nor any Subsidiary of any Loan Party nor, to the knowledge of the Parent Borrower, any director, officer, agent or employee of any Loan Party or any Subsidiary of any Loan Party is in violation of any Anti-Terrorism Law or Sanctions or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law or Sanctions.

(b) No Loan Party nor any Subsidiary of any Loan Party nor, to the knowledge of the Parent Borrower, any director, officer, agent or employee of any Loan Party or any Subsidiary of any Loan Party acting or benefiting in any capacity in connection with the Loans, the Transactions or the other transactions hereunder, is a Sanctioned Person.

(c) No Loan Party nor any Subsidiary of any Loan Party nor, to the knowledge of the Parent Borrower, any director, officer, agent or employee of any Loan Party conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Sanctioned Person.

(d) The Parent Borrower has implemented and maintains in effect policies and procedures designed to promote and achieve compliance by the Parent Borrower and its Subsidiaries and their respective directors, officers, agents and employees with Sanctions and Anti-Terrorism Laws in all respects.

Section 7.10 Taxes. Each of the Parent Borrower and its Restricted Subsidiaries has timely filed (including any available extension) or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which the Parent Borrower or such Restricted Subsidiary, as applicable, has set aside on its books adequate accruals in accordance with GAAP (to the extent such accrual may be set up under GAAP) or (b) to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect. The charges and accruals on the books of the Parent Borrower and its Restricted Subsidiaries in respect of Taxes and other governmental charges are, in the reasonable opinion of the Parent Borrower, adequate.

Section 7.11 ERISA.

(a) The Parent Borrower, its Restricted Subsidiaries and each ERISA Affiliate have complied in all material respects with ERISA and, where applicable, the Code regarding each Plan.

(b) Each Plan is, and has been, maintained in substantial compliance with ERISA and, where applicable, the Code.

(c) No act, omission or transaction has occurred which could result in imposition on the Parent Borrower, any of its Restricted Subsidiaries or any ERISA Affiliate (whether directly or indirectly) of (i) either a material civil penalty assessed pursuant to subsections (c), (i), (l) or (m) of Section 502 of ERISA or a tax imposed pursuant to Chapter 43 of Subtitle D of the Code or (ii) material breach of fiduciary duty liability damages under Section 409 of ERISA.

(d) No Plan (other than a defined contribution plan) or any trust created under any such Plan has been terminated since September 2, 1974. No liability to the PBGC (other than for the payment of current premiums which are not past due) by the Parent Borrower, any of its Restricted Subsidiaries or any ERISA Affiliate has been or is expected by the Parent Borrower, any such Restricted Subsidiary or any ERISA Affiliate to be incurred with respect to any Plan. No ERISA Event has occurred or is reasonably expected to occur.

(e) Full payment when due has been made of all material amounts which the Parent Borrower, its Restricted Subsidiaries or any ERISA Affiliate is required under the terms of each Plan or applicable law to have been paid as contributions to such Plan, and no waived funding deficiency (as defined in Section 302 of ERISA and Section 412 of the Code), which could reasonably be expected to have a Material Adverse Effect, exists with respect to any Plan. The actuarial present value of the benefit liabilities under each Plan which is subject to Title IV of ERISA does not, as of the end of the Parent Borrower's most recently ended fiscal year, exceed the current value of the assets (computed on a plan termination basis in accordance with Title IV of ERISA) of such Plan allocable to such benefit liabilities by a material amount, and the sum of such excesses for all such Plans is not material. The term "actuarial present value of the benefit liabilities" shall have the meaning specified in Section 4041 of ERISA.

(f) None of the Parent Borrower, its Restricted Subsidiaries or any ERISA Affiliate sponsors, maintains, or contributes to an employee welfare benefit plan, as defined in Section 3(1) of ERISA, including, without limitation, any such plan maintained to provide benefits to former employees of such entities, that may not be terminated by the Parent Borrower, any of its Restricted Subsidiaries or any ERISA Affiliate in its sole discretion at any time without any material liability.

(g) None of the Parent Borrower, its Restricted Subsidiaries or any ERISA Affiliate is required to contribute to, or has any other absolute or contingent liability in respect of, any Multiemployer Plan that, when taken together with all other such contribution obligations and liabilities, has resulted in, or could reasonably be expected to have, a Material Adverse Effect.

Section 7.12 Disclosure; No Material Misstatements. None of the information publicly disclosed by the Parent Borrower in its filings with the SEC or in its press releases (as modified or supplemented by other information subsequently so furnished or made available), when considered as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading as of the date such information was furnished or made publicly available. For the avoidance of doubt, it is understood that the Administrative Agent shall have no duty to examine or investigate any written reports, financial statements, certificates or other written information delivered by the Parent Borrower pursuant to this Article VII.

Section 7.13 Insurance. The Parent Borrower has, and has caused its Restricted Subsidiaries to have, (a) all insurance policies sufficient for the compliance by each of them with all material Governmental Requirements, all material agreements and all other Loan Documents (including, but not limited to, the Fleet Mortgages) and (b) insurance coverage in at least amounts and against such risk (including, without limitation, public liability) that are reasonably consistent with other companies in the industry performing the same or a similar business for the assets and operations of the Parent Borrower and its Restricted Subsidiaries. The Administrative Agent or the Collateral Agent, as the case may be, and the Lenders have been named in a manner such that they are afforded the stature of additional insureds in respect of such liability insurance policies and the Administrative Agent has been named as loss payee with respect to Vessel Collateral loss insurance.

Section 7.14 Subsidiaries. As of the Effective Date, except as set forth on Schedule 7.14, the Parent Borrower has no Subsidiaries. The owner and percentage of ownership of each Subsidiary as of the Effective Date is set forth on such schedule.

Section 7.15 Location of Business and Offices. As of the Effective Date, the Parent Borrower's and each Subsidiary's jurisdiction of organization, name as listed in the public records of its jurisdiction of organization, organizational identification number in its jurisdiction of organization, and the location of its principal place of business and chief executive office is stated on Schedule 7.15.

Section 7.16 Properties; Titles, Etc.

(a) The relevant Loan Parties have good title to all of the Vessel Collateral, free and clear of all Liens except (i) Liens pursuant to the Loan Documents, the First Lien Loan Documents, any other Second Lien Loan Documents and any Junior Lien Documents, and (ii) Permitted Liens of the type permitted under clauses (a), (d) and (k) of the definition thereof. Set forth on Schedule 8.14 hereto is a complete and accurate list of all Vessel Collateral owned by each Loan Party as of the Effective Date and, subject to Section 8.17, to be subject to a Fleet Mortgage on the Effective Date; as of the Effective Date all Vessel Collateral is duly documented in the name of the applicable Loan Party as shipowner under the laws and flag of the United States or Mexico, as applicable, and, with respect to US-flagged Vessels that are Vessel Collateral, except as set forth on Schedule 7.16, eligible to operate in the coastwise trade of the United States. Each Loan Party that owns Vessel Collateral is (i) if such Vessel Collateral is one or more Vessels registered under the laws and flag of the United States, a citizen of the United States within the meaning of Section 2(c) of the Shipping Act, 1916, as amended (46 U.S.C. § 50501), eligible to own and operate vessels in the coastwise trade of the United States, or (ii) eligible to own and operate vessels in whatever jurisdiction and trade the Vessel Collateral is qualified, as applicable.

(b) Except as otherwise permitted under the Loan Documents including the last sentence of this Section 7.16(b) and Section 8.17, all filings and other actions on behalf of the Parent Borrower or, as applicable, any Restricted Subsidiary of the Parent Borrower necessary or desirable to perfect and protect the security interest in the Vessel Collateral created under the Security Instruments have been duly made or taken and such security interests are (or, in the case of such Mexican-flagged Vessels, will be) in full force and effect, and the Security Instruments create (or, in the case of such Mexican-flagged Vessels, will create) in favor of the Collateral Agent or trustee/mortgagee, as the case may be, for the benefit of the Secured Parties a valid and, together with such filings, recordations and other actions, when effected, perfected second priority security interest (or, after the Discharge of the First Lien Obligations, a perfected priority security interest) in the Vessel Collateral, securing the payment of the Indebtedness. To the extent that the Vessel Collateral is registered under the laws and flag of the United States, the Fleet Mortgage, executed and delivered, creates in favor of the Collateral Agent, as trustee/mortgagee, a legal, valid, and enforceable second preferred mortgage lien (or, after the Discharge of the First Lien Obligations, a legal, valid, and enforceable first preferred mortgage lien) over the whole of the Vessel Collateral therein named and when duly recorded shall constitute a perfected second "preferred mortgage" within the meaning of Section 31301(6)(B) of Title 46 of the United States Code, entitled to the benefits accorded a second preferred mortgage (or, after the Discharge of the First Lien Obligations, a legal, valid, and enforceable first preferred mortgage) on a vessel registered under the laws and flag of the United States.

(c) All of the material Properties of the Parent Borrower and its Restricted Subsidiaries which are reasonably necessary for the operation of their businesses (other than Stacked Vessels) are in good working condition, ordinary wear and tear excepted, and are maintained in accordance with reasonable commercial business standards, except (i) as set forth in Schedule 7.16 or (ii) where the failure to be in such condition or maintain such Property could not reasonably be expected to have a Material Adverse Effect.

(d) The Parent Borrower and each of its Restricted Subsidiaries owns, or is licensed to use, all trademarks, tradenames, copyrights, patents and other intellectual Property material to its business, and the use thereof by the Parent Borrower and such Restricted Subsidiaries does not infringe upon the rights of any other Person, except for any such infringements that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. The Parent Borrower and its Restricted Subsidiaries either own or have valid licenses or other rights to use all databases, and other technical information used in their businesses as presently conducted, subject to the limitations contained in the agreements governing the use of the same, which limitations are customary for companies engaged in its line of business, with such exceptions as could not reasonably be expected to have a Material Adverse Effect.

Section 7.17 Hedging Obligations. As of the Effective Date, Schedule 7.17 sets forth a true and complete list of all Hedging Obligations of the Parent Borrower and each of its Restricted Subsidiaries, the material terms thereof (including the type, term, effective date, termination date and notional amounts or volumes), the net mark to market value thereof, all credit support agreements relating thereto (including any margin required or supplied) and the counterparty to each such agreement.

Section 7.18 Use of Proceeds. In addition to the exchange of Original Term Loans for the Exchanged Notes on the Effective Date, any other proceeds of the Loans shall be used for working capital and general corporate purposes of the Parent Borrower and each of its Restricted Subsidiaries, including Redemption of part or all of the 2020 Senior Notes remaining outstanding, Redemptions of other Debt, and capital expenditures (including vessel construction or conversions and acquisitions). The Parent Borrower and each of its Restricted Subsidiaries is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose, whether immediate, incidental or ultimate, of buying or carrying margin stock (within the meaning of Regulation T, U or X of the Board). No part of the proceeds of the Loans will be used for any purpose which violates the provisions of Regulations T, U or X of the Board.

Section 7.19 Solvency. After giving effect to the Transactions contemplated hereby that had been effected through the date of determination, (a) the aggregate assets (after giving effect to amounts that could reasonably be received by reason of indemnity, offset, insurance or any similar arrangement), at a fair valuation, of the Parent Borrower, the Co-Borrower and the Guarantors, taken as a whole, will exceed the aggregate Debt of the Parent Borrower, the Co-Borrower and the Guarantors on a consolidated basis, as the Debt becomes absolute and matures, (b) each of the Parent Borrower, the Co-Borrower and the Guarantors will not have incurred or intended to incur, and will not believe that it will incur, Debt beyond its ability to pay such Debt (after taking into account the timing and amounts of cash to be received by each of the Parent Borrower, the Co-Borrower and the Guarantors and the amounts to be payable on or in respect of its liabilities, and giving effect to amounts that could reasonably be received by reason of indemnity, offset, insurance or any similar arrangement) as such Debt becomes absolute and matures and (c) each of the Parent Borrower, the Co-Borrower and the Guarantors will not have (and will have no reason to believe that it will have thereafter) unreasonably small capital for the conduct of its business.

Section 7.20 Anti-Corruption Laws. No Loan Party nor any Subsidiary of any Loan Party nor, to the knowledge of the Parent Borrower, any director, officer, agent or employee of any Loan Party or any Subsidiary of any Loan Party is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the FCPA or any other applicable anti-corruption laws of any jurisdiction, domestic or foreign, including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization or approval of the payment of any money, or other property, gift, promise to give or authorization of the giving of anything of value, directly or indirectly, to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office in contravention of the FCPA or any other applicable anti-corruption laws. Each Loan Party and its Subsidiaries has conducted their businesses in compliance with applicable anti-corruption laws and the FCPA in all material respects and will maintain policies and procedures designed to promote and achieve compliance with such laws and with the representation and warranty contained herein. No Borrowing, use of proceeds or other transaction contemplated by this Agreement will violate the FCPA or any other applicable anti-corruption laws or applicable Sanctions.

Section 7.21 EEA Financial Institution. No Loan Party, nor any of its Subsidiaries, is an EEA Financial Institution.

ARTICLE VIII
Affirmative Covenants

Until the principal of and interest on each Loan and all fees payable hereunder and all other amounts payable under the Loan Documents shall have been paid in full, the Borrowers covenant and agree with the Administrative Agent and the Lenders on behalf of the Loan Parties that:

Section 8.01 Financial Statements. The Parent Borrower will furnish or cause to be furnished to the Administrative Agent, for distribution to each Lender, each of the following:

(a) Annual and Quarterly Reports – whether or not the Parent Borrower is required to do so by the rules and regulations of the SEC, so long as any Indebtedness remains outstanding, the Parent Borrower will file with the SEC within the time periods specified in the SEC's rules and regulations (unless the SEC will not accept such a filing) and, within 15 days of filing, or attempting to file, the same with the SEC, (i) all quarterly and annual financial and other information with respect to the Parent Borrower and its Subsidiaries that would be required to be contained in a filing with the SEC on Forms 10-Q and 10-K if the Parent Borrower were required to file such forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" and (ii) all current reports that would be required to be filed with the SEC on Form 8-K if the Parent Borrower were required to file such reports.

(b) [reserved].

(c) Unrestricted Subsidiaries – if the Parent Borrower has designated any of its Subsidiaries as Unrestricted Subsidiaries, then, upon request of the Required Lenders, the Parent Borrower shall deliver, together with each delivery of financial statements under Section 8.01(a), the related unaudited consolidating financial information reflecting adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries from such consolidated financial statements.

(d) [reserved].

(e) Appraisal Reports – prior to the consummation of any transaction hereunder that requires the determination of the Appraised Value of any Vessel, the Parent Borrower shall deliver the required Appraisal Report(s).

All financial information contained in the information referred to above (other than in clauses (d) and (e)) shall conform to GAAP applied on a consistent basis, except only for such changes in accounting principles or practice with which the independent certified public accountants concur. The information required to be delivered pursuant to Section 8.01(a) above shall be deemed to have been delivered if such information, or one or more annual or quarterly reports containing such information, shall be available on the website of the SEC at www.sec.gov or on the Parent Borrower's website at www.hornbeckoffshore.com. Delivery of such reports, information and documents to the Administrative Agent is for informational purposes only and the Administrative Agent's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Parent Borrower's compliance with any of its covenants hereunder.

Section 8.02 Certificates of Compliance; Etc.. Within 15 days following the required SEC filing date in respect of the Parent Borrower's financial statements (or if the Parent Borrower is not required to make such filings, within 105 days following the last day of each fiscal year and within 60 days following the last day of each of the first three fiscal quarters), the Parent Borrower will furnish to Administrative Agent a certificate of a Responsible Officer (i) stating that there is no Default or Event of Default at such time, (ii) containing the calculations necessary for determining compliance with Section 9.05 and (iii) solely in the case of a certificate delivered in connection with the delivery of financial statements under Section 8.01(a)(i), containing a then-current list of all Commodities Accounts, Deposit Accounts and Securities Accounts (each as defined in the UCC) of the Parent Borrower and its Restricted Subsidiaries (which list shall indicate which accounts are Excluded Accounts under and as defined in the Guaranty and Collateral Agreement and shall include the balance of such accounts as of the end of such fiscal year). Within 30 days after any Loan Party (i) creating any account that is used or intended to be used for the purpose described in clause (iv) of the definition of "Excluded Accounts" in the Guaranty and Collateral Agreement or (ii) utilizing an existing account that had not previously been used for the purpose described in the preceding clause (i), the Parent Borrower shall notify the Collateral Agent thereof and provide the Collateral Agent with a description of such account in the same level as detail as the description of accounts provided in the Perfection Certificate (as defined in the Guaranty and Collateral Agreement).

Section 8.03 Taxes and Other Liens. The Parent Borrower, the Co-Borrower and the Guarantors will pay and discharge promptly when due all Taxes imposed upon the Parent Borrower, the Co-Borrower or any Guarantor or upon its income or upon any of its Property as well as all claims of any kind (including claims for labor, materials, supplies and rent) which, if unpaid, might become a Lien (other than Permitted Liens) upon any or all of its Property; provided that the Parent Borrower, the Co-Borrower and the Guarantors shall not be required to pay any such Tax if the amount, applicability or validity thereof shall concurrently be contested in good faith by appropriate proceedings diligently conducted and if the contesting party shall have set up accruals therefor adequate under GAAP.

Section 8.04 Existence; Compliance. Except as permitted by Section 9.04 and except to the extent any change therein is not otherwise prohibited hereunder, the Parent Borrower, the Co-Borrower and each Guarantor will maintain its limited liability company or corporate existence and rights. The Parent Borrower, the Co-Borrower and the Guarantors will observe and comply with all valid laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, certificates, franchises, permits, licenses, authorizations, directions and requirements of Governmental Authority, including Governmental Requirements and Environmental Laws, unless any such failure to observe and comply would not reasonably be expected to have a Material Adverse Effect.

Section 8.05 Further Assurances. Subject to Section 8.17, the Parent Borrower, the Co-Borrower and the Guarantors will promptly (and in no event later than thirty (30) days after written notice from the Administrative Agent is received) cure or cause to be cured any defects in the creation, execution and delivery of any of the Loan Documents. The Parent Borrower, the Co-Borrower and the Guarantors will, at their expense, promptly (and in no event later than thirty (30) days after written notice from the Administrative Agent is received) execute and deliver, or cause to be executed and delivered, to the Administrative Agent and/or the Collateral Agent upon request all such other and further documents, agreements and instruments (including without limitation further security agreements, financing statements, continuation statements, and assignments of accounts and contract rights, except for Excluded Contracts (as defined in the Guaranty and Collateral Agreement)) in compliance with or accomplishment of the covenants and agreements of the Parent Borrower, the Co-Borrower and the Guarantors in the Loan Documents or to further evidence and more fully describe the Vessel Collateral, including any renewals, additions, substitutions, replacements or accessions to the Vessel Collateral, or to correct any omissions in the Security Instruments, or more fully state the security obligations set out herein or in any of the Security Instruments, or to perfect, protect or preserve any Liens created pursuant to any of the Security Instruments, or to make any recordings, to file any notices, or obtain any consents as may be necessary or appropriate in connection with the transactions contemplated by this Agreement. It is understood that any requests made by the Administrative Agent and/or the Collateral Agent pursuant to this Section 8.05 shall be upon written direction from the Required Lenders.

Section 8.06 Performance of Obligations. The Borrowers will repay the Loans in accordance with this Agreement. The Borrowers and the Guarantors will do and perform every act required of the Borrowers and the Guarantors, by the Loan Documents at the time or times and in the manner specified.

Section 8.07 Use of Proceeds. The Borrowers shall use the proceeds of the Loans only for the purposes specified in Section 7.18. In addition, the Borrowers will not request any Borrowing and the Borrowers shall not use, and shall procure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Borrowing (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of the FCPA or any other applicable anti-corruption law, (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country or (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

Section 8.08 Insurance. (a) Each Loan Party that owns Vessel Collateral shall maintain with financially sound and reputable insurance companies not Affiliates of the Parent Borrower insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or a similar business of such types and in such amounts (after giving effect to any self-insurance compatible with the following standards) as are customarily carried under similar circumstances by such other Persons, and as required to be maintained under the terms of the Fleet Mortgages, and the Loan Parties shall cause the Collateral Agent to be named as loss payee, for the ratable benefit of the Secured Parties, as to the Vessel Collateral, including, as trustee/mortgagee, and the Collateral Agent, as agent for the Secured Parties, to be named as an additional insured, with a waiver of rights of subrogation, under a marine and war-risk insurance policy, and the Collateral Agent, as agent for the Secured Parties, to be named as an additional insured, with a waiver of rights of subrogation, under the comprehensive general liability insurance, statutory workers' compensation insurance and longshoreman and harbor workers' act coverage policies. Such policies of insurance must also contain a provision prohibiting cancellation or the alteration of such insurance without at least thirty (30) days' prior written notice to the Collateral Agent of such intended cancellation or alteration.

(b) The Borrowers and the Guarantors agree to notify the Administrative Agent in writing within fifteen (15) days of any Event of Loss involving Vessel Collateral, whether or not such Event of Loss is covered by insurance. The Borrowers further agree to promptly notify its insurance company and to submit an appropriate claim and proof of claim to the insurance company in respect of any Event of Loss. As to the Vessel Collateral, the Borrowers and the Guarantors hereby irrevocably appoint the Collateral Agent as its agent and attorney-in-fact, each such agency being coupled with an interest, to make, settle and adjust claims under such policy or policies of insurance (regardless of whether a settlement or adjustment of a claim is an Event of Default) and to endorse the name of the Borrowers and the Guarantors on any check or other item of payment for the proceeds thereof; provided, however, that the Collateral Agent agrees that it will not exercise any rights under the power of attorney provided in this Section 8.08(b) unless one or more Events of Default exist under this Agreement and such exercise is permitted by the Primary Intercreditor Agreement.

Section 8.09 Accounts and Records. The Borrowers and the Guarantors will keep books of record and accounts in which true and correct entries will be made as to all material matters of all dealings or transactions in relation to the respective business and activities, sufficient to permit reporting in accordance with GAAP, consistently applied.

Section 8.10 Right of Inspection. The Borrowers and the Guarantors will permit any officer, employee or agent of the Collateral Agent (acting upon written direction from the Required Lenders) to visit and inspect the Vessel Collateral subject to applicable safety rules and procedures, at such reasonable times and on reasonable notice and without hindrance or delay and as often as the Administrative Agent (acting upon the written direction from the Required Lenders) may reasonably desire. Notwithstanding the foregoing, except following an Event of Default that has occurred and is continuing, the Collateral Agent (acting upon written direction from the Required Lenders) shall not visit or inspect the Vessel Collateral more frequently than twice a year, and then at its own expense, except that the Borrowers will be responsible for such expense following the occurrence and during the continuance of an Event of Default; provided that any such visits or inspections shall occur when the applicable Vessel is shoreside at a location involved in the ordinary course of providing its services under its then applicable charter or other vessel service contract.

Section 8.11 Maintenance of Properties; Flag of Vessel.

(a) The Borrowers and the Guarantors shall maintain and preserve all of their respective Properties (and any Property leased by or consigned to any of them or held under title retention or conditional sales contracts) that are used or useful in the conduct of their respective business in the ordinary course (other than Stacked Vessels) in good working order and condition at all times, ordinary wear and tear excepted, and make all repairs, replacements, additions, betterments and improvements to their respective Properties to the extent necessary so that any failure will not reasonably be expected to have a Material Adverse Effect. Except with respect to Stacked Vessels, without limiting the generality of the foregoing, the Borrowers and the Guarantors shall at all times maintain the Vessel Collateral in compliance with the requirements of the American Bureau of Shipping or any other classification society acceptable to the Required Lenders (it being understood that so long as any First Lien Debt is outstanding, the approval of the First Lien Required Lenders in respect of any classification society shall be deemed to be approval of the Required Lenders with respect thereto), free of all recommendations and notations of such classification society affecting class to the extent necessary so that any failure will not reasonably be expected to have a Material Adverse Effect.

(b) (i) Each Loan Party that owns or operates, or will own or operate, Vessel Collateral will not transfer or change the flag or documentation of such Vessel Collateral without notifying the Collateral Agent before the proposed date of such transfer or change and (y) promptly (and in the case of transferring or changing the flag or registration to a foreign jurisdiction or to ownership by a foreign Restricted Subsidiary, within five months following such transfer or change), executing and delivering (or causing to be executed and delivered) all such documents, agreements or other instruments and/or taking (or causing to be taken) all such actions (including the making of any recordings or filings) as are necessary or desirable to perfect, protect and preserve the security interest in favor of the Collateral Agent or trustee/mortgagee, as the case may be, for the benefit of the Secured Parties in such Vessel Collateral granted pursuant to any Fleet Mortgage (or provide an alternative security interest or other collateral reasonably acceptable to the Required Lenders (it being understood that so long as any First Lien Debt is outstanding, the approval of the First Lien Required Lenders in respect of any alternative security interest or other collateral shall be deemed to be approval of the Required Lenders with respect thereto)).

(c) In the event of a change of the flag or documentation of Vessel Collateral permitted under Section 8.11(b)(i), the Investment made in connection with such a transaction may be structured as a Foreign Vessel Reflagging Transaction notwithstanding anything in other provisions of the Loan Documents to the contrary. A "Foreign Vessel Reflagging Transaction" is defined as one or more Investments by the Parent Borrower or a Restricted Subsidiary of cash in one or more Subsidiaries, the proceeds of which will be used by a Restricted Subsidiary to purchase Vessel Collateral from a Loan Party, the net effect of which is that (x) the Vessel Collateral subject to such Foreign Vessel Reflagging Transaction shall continue to be Vessel Collateral (and the requirements under Section 8.11(b)(i) shall apply to such Vessel Collateral and Foreign Vessel Reflagging Transaction) and (y) such cash is substantially contemporaneously returned to the Parent Borrower or the Restricted Subsidiary making the initial Investment, in each case, in order to facilitate a change to the flag or registration of any Vessel Collateral (so long as such Investments constitute Permitted Investments or Investments not restricted by Section 9.01). After giving full effect to any Foreign Vessel Reflagging Transaction where the cash transfer transaction steps occur substantially simultaneously, a receipt by any Subsidiary of such cash and the existence of any intercompany loan receivable created by the further loaning of such funds by such Subsidiary to another Subsidiary shall not in itself trigger a requirement to provide additional Collateral or to enter into any additional Loan Documents or First Lien Loan Documents.

Section 8.12 Notice of Certain Events. (a) The Parent Borrower shall promptly notify the Administrative Agent in writing if the Parent Borrower learns of the occurrence of any event which constitutes a Default, together with a detailed statement by a Responsible Officer of the Parent Borrower as to the nature of the Default and the steps being taken to cure the effect of such Default.

(b) The Parent Borrower shall promptly notify the Administrative Agent in writing of any change in organizational jurisdiction, location of the principal place of business or the office where records concerning accounts and contract rights are kept, or any change in the federal taxpayer identification number or organizational identification number of the Parent Borrower or any other Loan Party.

Section 8.13 ERISA Information and Compliance. The Parent Borrower will furnish to the Administrative Agent (i) as soon as is administratively practicable following a request from the Required Lenders copies of each annual or other report filed with the United States Secretary of Labor or the PBGC, copies of each annual and other report with respect to any Plan sponsored or maintained by the Parent Borrower, any of its Restricted Subsidiaries, or any ERISA Affiliate and (ii) as soon as is administratively practicable upon becoming aware of the occurrence of any (A) ERISA Event or (B) "prohibited transaction," as such term is defined in Section 4975 of the Code, in connection with any Plan sponsored or maintained by the Parent Borrower, any of its Restricted Subsidiaries or any ERISA Affiliate that could reasonably be expected to have a Material Adverse Effect, a written notice signed by a Responsible Officer of the Parent Borrower specifying the nature thereof, what action the Parent Borrower is taking or proposes to take with respect thereto, and, when known, any action taken by the Internal Revenue Service with respect thereto. The Parent Borrower will comply with all of the applicable funding and other requirements of ERISA as such requirements relate to the Plans of the Parent Borrower or any of its Restricted Subsidiaries.

Section 8.14 Security.

(a) Subject to Section 8.14(c), the Indebtedness shall be secured by the following:

(i) the Vessels listed on Schedule 8.14 and any Vessels (if any) described in Section 8.14(a)(iii), and any Property and rights of the Co-Borrower or the other Loan Parties related to the foregoing or otherwise described in the Guaranty and Collateral Agreement and excepting, as provided in the Guaranty and Collateral Agreement, Excluded Assets, unless such Vessels have been released in accordance with Section 11.11 in connection with transactions permitted under the Loan Documents and/or substituted as provided in Section 8.14(b) below;

(ii) not later than thirty days (or such longer period as the Required Lenders shall agree in their reasonable discretion (it being understood that so long as any First Lien Debt is outstanding, the approval of the First Lien Required Lenders in respect of such longer period shall be deemed to be approval of the Required Lenders with respect thereto)) following the formation, acquisition or designation of any Restricted Subsidiary of the Parent Borrower which results in Parent Borrower having Restricted Subsidiaries (other than the Co-Borrower and the then existing Guarantors) with assets of $50,000,000 or more in the aggregate, then such Restricted Subsidiary or Restricted Subsidiaries (such that such Restricted Subsidiaries not guarantying the Indebtedness have assets of less than $50,000,000 in the aggregate) shall (x) guaranty the payment and performance of the Indebtedness by executing and delivering in favor of the Agents, for the ratable benefit of the Secured Parties, a joinder to the Guaranty and Collateral Agreement or a guaranty agreement comparable to the Guaranty and Collateral Agreement and (y) secure such guaranty by executing and delivering in favor of the Agents, for the ratable benefit of the Secured Parties, a joinder to the Guaranty and Collateral Agreement or a personal property agreement comparable to the Guaranty and Collateral Agreement. Notwithstanding the foregoing, in the event that, but for this sentence, a Foreign Subsidiary or Foreign Subsidiary Holding Company would be required to execute and deliver a guaranty, then in lieu of such guaranty the Parent Borrower or applicable Restricted Subsidiary of the Parent Borrower that owns such Foreign Subsidiary or Foreign Subsidiary Holding Company shall promptly pledge to the Administrative Agent, for the ratable benefit of the Lenders, (x) the lesser of (1) all of the equity in such Foreign Subsidiary or Foreign Subsidiary Holding Company that it owns and (2) sixty-five percent (65%) of the equity issued and outstanding in such Foreign Subsidiary or Foreign Subsidiary Holding Company (any such Foreign Subsidiary or Foreign Subsidiary Holding Company described in this sentence, a "Specified Foreign Subsidiary") and (y) one hundred percent (100%) of the Equity Interests of the entity or entities that are the immediate parent or parents of such Specified Foreign Subsidiary as security for the Indebtedness (and if the pledgor is not a Guarantor, such pledgor shall guaranty the Indebtedness and become a Guarantor), all pursuant to documentation as necessary and appropriate. For the avoidance of doubt, in the event a Specified Foreign Subsidiary is owned by more than one Restricted Subsidiary, the obligation to pledge sixty-five percent (65%) of the equity of such Specified Foreign Subsidiary can be satisfied by one or more of the entities that are the immediate parent or parents such Specified Foreign Subsidiary pledging Equity Interests totaling sixty-five percent (65%) of the equity thereof. Furthermore, if a Restricted Subsidiary of the Parent Borrower guarantees the Debt of others, it shall also guaranty the Indebtedness on at least a *pari passu* basis with such other guarantee;

(iii) contemporaneously with the granting of a Lien on any Property to secure any First Lien Debt, a Second Lien (or the foreign equivalent) on the same Property pursuant to Security Instruments substantially similar to the equivalent agreements being executed and delivered in connection with the First Lien Debt; and

(iv) a guaranty from any Person guaranteeing any First Lien Debt by contemporaneously becoming a Guarantor hereunder in accordance with Section 8.14(a).

(b) If either (I) Vessel Collateral or Specified Equity Interests are to be transferred in connection with a Permitted Investment or a Restricted Payment or an Asset Sale permitted under this Agreement the result of which would be the release of the Liens on Vessel Collateral securing the Indebtedness in accordance with the terms hereof or (II) any Borrower or any other Loan Party, in its sole discretion, desires to mortgage an Additional Eligible Vessel, such Borrower or other Loan Party, as the case may be, will, substantially simultaneously with such transfer, as consideration for the release of Liens on such existing Vessel Collateral (in the case of the preceding clause (I)) and in the case of both the preceding clauses (I) and (II), (i) mortgage, substantially on the terms and conditions set forth in the applicable Fleet Mortgages, one or more additional Vessels (such Vessels mortgaged pursuant to this Section 8.14(b), including for the avoidance of doubt any Additional Eligible Vessels that are mortgaged pursuant to this Section 8.14(b), the "Additional Vessels" and each an "Additional Vessel") in each case, which are not otherwise subject to a Lien (other than a Permitted Lien of the type described in clauses (a) or (k) of the definition thereof) and which, in the case of the preceding clause (I), have an aggregate Specified Value equal to or greater than the remainder (if positive) of (A) the Specified Value of the transferred Vessel Collateral less (B) any prepayment (whether optional or mandatory) of the First Lien Debt or the Loans made in connection with such Permitted Investment, Restricted Payment or Asset Sale and/or (ii) supplement and amend the applicable Security Instrument, or enter into additional collateral documents, pursuant to documentation as necessary and appropriate, so as to grant to the Collateral Agent, for the ratable benefit of the Secured Parties, Second Liens (or, after the Discharge of the First Lien Obligations, first priority security interests) (or the foreign equivalent) in all related Property (the transactions described in clauses (i) and (ii) with respect to a transfer of Vessel Collateral or Specified Equity Interests in connection with a Permitted Investment or as otherwise expressly contemplated by this Agreement, collectively, a "Collateral Substitution Transaction"); provided that, for the avoidance of doubt, to the extent the amount in clause (B) above is equal to or greater than the amount in clause (A) above, neither the Borrowers nor any other Loan Party shall be under any obligation to provide additional Vessel Collateral hereunder with respect to such transaction; provided further, that notwithstanding the foregoing or anything to the contrary herein, no such Permitted Investment, Restricted Payment or Asset Sale and related Collateral Substitution Transaction shall be permitted hereunder if the Parent Borrower would not have Available Liquidity after giving effect thereto of at least $65,000,000. Each Loan Party that owns an Additional Vessel acquired after the Effective Date shall, concomitantly with its acquisition of each such Additional Vessel, to the extent that such Additional Vessel is registered under the laws and flag of the United States, execute, deliver and cause to be duly recorded with the National Vessel Documentation Center a second preferred ship

mortgage (or, after the Discharge of the First Lien Obligations, first preferred ship mortgage), in form and substance equivalent to the Fleet Mortgages covering the then existing US-flagged Vessels that constitute Vessel Collateral (or, with respect to any other Additional Vessel, take such other actions as are required under applicable law to provide a commensurate security interest or alternative security interest reasonably acceptable to the Required Lenders (it being understood that so long as any First Lien Debt is outstanding, the approval of the First Lien Required Lenders in respect of such other actions shall be deemed to be approval of the Required Lenders with respect thereto)), and shall otherwise comply with the provisions of Section 8.14 hereof. The parties hereby acknowledge that any Additional Vessel made subject to a Second Lien in connection with a Collateral Substitution Transaction is in fact, and is intended by the parties to this Agreement and the other Loan Parties to be, a transfer that is a contemporaneous exchange for new value to the applicable Loan Party, as contemplated by 11. U.S.C. 547(c)(1).

(c) Notwithstanding anything to the contrary in the foregoing, but subject to Section 12.02(b)(v), for so long as First Lien Debt is outstanding, in the event that any of the First Lien Representative, the First Lien Collateral Agent, all First Lien Lenders or First Lien Required Lenders, as applicable, enters into any amendment, waiver or consent in respect of or replaces any First Lien Loan Document for the purpose of adding to, or deleting from, or waiving or consenting to any departures from any provisions of, any First Lien Loan Document or changing in any manner the rights of such First Lien Representative, First Lien Collateral Agent or the applicable First Lien Lenders, the Parent Borrower or any other Loan Party thereunder (including the release of any Liens on any First Lien Collateral or any Guarantor), then such amendment, waiver or consent shall apply automatically to this Section 8.14 and any other comparable provision of each Loan Document without the consent or any action of any of the Administrative Agent, the Collateral Agent, the Lenders or the Required Lenders, as applicable; provided, that such amendment, waiver or consent does not materially adversely affect the rights of the Administrative Agent, the Collateral Agent and the Lenders in the Collateral unless such amendment, waiver or consent affects the First Lien Lenders in a like or similar manner (without regard to the fact that the Liens of such First Lien Loan Document are senior to the Liens of the Loan Documents).

Section 8.15 Sanctions, Anti-Corruption Laws and Anti-Terrorism Laws. The Parent Borrower shall maintain in effect the policies and procedures with respect to Sanctions and Anti-Terrorism Laws specified in Section 7.09(d) and the anti-corruption laws specified in Section 7.20.

Section 8.16 Future Designation of Unrestricted Subsidiaries.

(a) The Board of Directors of the Parent Borrower may designate any Subsidiary (other than the Co-Borrower) to be an Unrestricted Subsidiary. No Subsidiary may be designated as an Unrestricted Subsidiary unless (i) both at the time of such designation and immediately after giving effect thereto, no Default shall have occurred and be continuing, (ii) such Subsidiary (A) has no Debt other than Non-Recourse Debt, and (B) is a Person with respect to which neither the Parent Borrower nor any of its Restricted Subsidiaries has any direct or indirect obligation (1) to subscribe for additional Equity Interests or (2) to maintain or preserve such Person’s financial condition or to cause such Person to achieve any specified levels of operating results, and (iii) all outstanding Investments by the Parent Borrower and its Restricted Subsidiaries (except to the extent repaid in cash) in the Subsidiary so designated are permitted pursuant to Section 9.01 (it

being understood that such Investments shall be deemed Restricted Payments made at the time of such designation (except to the extent they qualify as Permitted Investments) in an amount equal to the greater of (y) the net book value of such Investments at the time of such designation and (z) the Specified Value of such Investments at the time of such designation, but in each case subject to the last sentence of the definition of "Investment"). If, at any time, any Unrestricted Subsidiary would fail to meet the foregoing requirements of (ii)(A), (ii)(B) or (iii), above, as an Unrestricted Subsidiary, it shall thereafter cease to be an Unrestricted Subsidiary for purposes of this Agreement and any Debt of such Subsidiary shall be deemed to be incurred by a Restricted Subsidiary of the Parent Borrower as of such date. Schedule 7.14 sets forth a list of all Unrestricted Subsidiaries as of the Effective Date.

(b) The Board of Directors may also redesignate any Unrestricted Subsidiary to be a Restricted Subsidiary provided that such designation shall be deemed to be an incurrence of Debt by a Restricted Subsidiary of the Parent Borrower of any outstanding Debt of such Unrestricted Subsidiary and such designation shall only be permitted if: (i) such Debt is permitted under Section 9.02 hereof, calculated on a Pro Forma Basis as if such designation had occurred at the beginning of the Test Period, and (ii) no Default or Event of Default would be in existence.

(c) Any designation or redesignation of a Subsidiary shall be evidenced to the Administrative Agent by delivery to the Administrative Agent of a resolution of the Board of Directors giving effect to such action and evidencing the valuation of any Investment relating thereto (as determined in good faith by the Board of Directors) and an Officer's Certificate certifying that such action complied with this Section 8.16.

Section 8.17 Post-Closing Undertakings. Within the time periods specified on Schedule 8.17 or such later date to which the Required Lenders (with written notice to the Administrative Agent) consent (it being understood that so long as any First Lien Debt is outstanding, the approval of the First Lien Required Lenders in respect of such extension of such time periods shall be deemed to be approval of the Required Lenders with respect thereto), comply with the provisions set forth in Schedule 8.17.

Section 8.18 Collateral Proceeds Account. The Borrowers and each Guarantor shall cause (x) the Net Proceeds (to the extent in the form of cash, Cash Equivalents, securities or like instruments) from any Asset Sale and (y) the net cash proceeds realized from the sale or assignment of any construction contract related to the Vessels described in Schedule 8.17 or any other Vessel under construction as to which progress payments are being made in accordance with the definition of "Excess Proceeds", or monies of whatsoever nature paid to the Parent Borrower or any of its Restricted Subsidiaries in respect of such contracts or such Vessels described in Section 8.17 or any other Vessel under construction as to which progress payments are being made in accordance with the definition of "Excess Proceeds", including, without limitation, the Vessel purchase price (or any refund thereof), commissions, insurances, bonds, damages, awards or judgments, to be deposited in a Collateral Proceeds Account substantially contemporaneously with the receipt thereof (except, subject to the Primary Intercreditor Agreement, to the extent constituting securities or other instruments that have otherwise been pledged as Collateral to secure the Indebtedness by physical delivery thereof, if physical certificates exist and subject to the prior rights of the First Lien Collateral Agent to hold such physical certificates), and shall cause all such Net Proceeds to remain therein until the earliest of (i) the reinvestment of such Net Proceeds in accordance with the definition of "Excess Proceeds", (ii) the application of such Net Proceeds in accordance with Section 3.04 and (iii) such Net Proceeds becoming Declined Amounts. For the avoidance of doubt, nothing in this Section 8.18 shall limit in any way the Parent Borrower's obligations under Section 3.04 or Section 8.14.

ARTICLE IX
Negative Covenants

Until the principal of and interest on each Loan and all fees payable hereunder and all other amounts payable under the Loan Documents shall have been paid in full, the Borrowers covenant and agree with the Administrative Agent and the Lenders on behalf of the Loan Parties that:

Section 9.01 Restricted Payments. (a) The Parent Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, (i) declare or pay any dividend or make any other payment or distribution on account of the Parent Borrower's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any such payment in connection with any merger or consolidation involving Parent Borrower) or to the direct or indirect holders of Parent Borrower's Equity Interests in their capacity as such (other than dividends or distributions payable in Equity Interests (other than Disqualified Stock) of Parent Borrower); (ii) Redeem (including, without limitation, in connection with any merger or consolidation involving the Parent Borrower) any Equity Interests of the Parent Borrower or any direct or indirect parent of the Parent Borrower (other than any such Equity Interests owned by the Parent Borrower or any Restricted Subsidiary of the Parent Borrower); (iii) Redeem (x) the 2019 Convertible Senior Notes, the 2020 Senior Notes, the 2021 Senior Notes or any Debt incurred under a Replacement Indenture in respect thereof, (y) Junior Lien Debt, or (z) any Debt that is subordinated in right of payment to the Indebtedness or the Loan Guarantees, as the case may be, except a payment of interest or a payment of principal at Stated Maturity; or (iv) make any Restricted Investment (all such payments and other actions set forth in clauses (i) through (iv) above being collectively referred to as "Restricted Payments") unless at the time of and after giving effect to such Restricted Payment:

(A) no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof;

(B) the Parent Borrower would, at the time of such Restricted Payment and after giving Pro Forma Effect thereto as if such Restricted Payment had been made at the beginning of the Test Period, have been permitted to incur at least $1.00 of additional Debt pursuant to the Minimum Fixed Charge Coverage Ratio Test; and

(C) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Parent Borrower and its Restricted Subsidiaries after the 2004 Issue Date (excluding Restricted Payments permitted by Section 9.01(b)(ii), (iii), (iv), (vi), (vii), (viii), (ix), (x), (xi), (xiii), (xiv) and (xv) but including Restricted Payments permitted by Section 9.01(b)(i), (v) and (xii), is less than the sum of the following (the "Restricted Payments Basket"): (I) 50% of the cumulative Consolidated Net Income of the Parent Borrower for the period (taken as one accounting period) from January 1, 2004 to the end of the Parent

Borrower's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit), plus (II) subject to Section 9.01(b)(ii), 100% of the aggregate net cash proceeds, and the Fair Market Value of any property other than cash, received by the Parent Borrower since January 1, 2004 from the issue or sale of Equity Interests of the Parent Borrower (other than Disqualified Stock) (other than any Permitted Warrant Transaction) or of Disqualified Stock or debt securities of the Parent Borrower that have been converted into, or exchanged for, such Equity Interests (other than any such Equity Interests, Disqualified Stock or convertible debt securities sold to a Restricted Subsidiary of the Parent Borrower and other than Disqualified Stock or convertible debt securities that have been converted into, or exchanged for, Disqualified Stock), plus (III) to the extent that any Restricted Investment that was made after the 2004 Issue Date is sold for cash or otherwise liquidated or repaid for cash, the lesser of (1) cash return of capital with respect to such Restricted Investment (less the cost of disposition, if any) and (2) the initial amount of such Restricted Investment, plus (IV) [reserved], plus (V) $25,000,000).

(b) The foregoing provisions will not prohibit any of the following:

(i) the payment of any dividend within 60 days after the date of declaration thereof, if at said date of declaration such payment would have complied with the provisions of this Agreement;

(ii) the Redemption of any Debt of the Borrowers or any Guarantor (including the 2019 Convertible Senior Notes, the 2020 Senior Notes, the 2021 Senior Notes or any Debt incurred under a Replacement Indenture in respect thereof) or any Equity Interests of the Parent Borrower or any of its Restricted Subsidiaries in exchange for, or out of the net cash proceeds of the substantially concurrent sale (other than to a Restricted Subsidiary of the Parent Borrower) of, other Equity Interests of the Parent Borrower (other than any Disqualified Stock), provided that the amount of any such net cash proceeds that are utilized for any such Redemption shall be excluded from Section 9.01(a)(C)(II);

(iii) the Redemption of Debt of Borrowers or any Guarantor (including the 2019 Convertible Senior Notes, the 2020 Senior Notes, the 2021 Senior Notes or any Debt incurred under a Replacement Indenture in respect thereof) with the net cash proceeds from an incurrence of, or in exchange for, Permitted Refinancing Indebtedness;

(iv) (A) prior to the Collateral Conditions being satisfied, the payment of any dividend or distribution (other than with Vessel Collateral or Specified Equity Interests or the proceeds thereof) by a Restricted Subsidiary of the Parent Borrower to the Parent Borrower or any of its other Restricted Subsidiaries, and if such Restricted Subsidiary is not a Wholly-Owned Restricted Subsidiary, to minority holders of the Equity Interests of such Restricted Subsidiary so long as the Parent Borrower or another Restricted Subsidiary receives at least its pro rata share of such dividend or distribution and (B) after the Collateral Conditions have been satisfied, the payment of any dividend or distribution

by a Restricted Subsidiary of the Parent Borrower to the Parent Borrower or any of its other Restricted Subsidiaries, and if such Restricted Subsidiary is not a Wholly-Owned Restricted Subsidiary, to minority holders of the Equity Interests of such Restricted Subsidiary so long as the Parent Borrower or another Restricted Subsidiary receives at least its pro rata share of such dividend or distribution;

(v) (A) prior to the Collateral Conditions being satisfied, so long as no Default or Event of Default has occurred and is continuing, the Redemption of any Equity Interests (other than with Vessel Collateral or Specified Equity Interests or the proceeds thereof) of the Parent Borrower held by any employee, director or consultant of the Parent Borrower or any of its Restricted Subsidiaries pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or other agreement or arrangement, provided that the aggregate price paid for all such Redeemed Equity Interests shall not exceed $500,000 in any calendar year (with unused amounts in any fiscal year being carried over to succeeding fiscal years) and (B) after the Collateral Conditions have been satisfied, so long as no Default or Event of Default has occurred and is continuing, the Redemption of any Equity Interests (other than with Vessel Collateral or Specified Equity Interests or the proceeds thereof) of the Parent Borrower held by any employee, director or consultant of the Parent Borrower or any of its Restricted Subsidiaries pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or other agreement or arrangement, provided that the aggregate price paid for all such Redeemed Equity Interests shall not exceed $500,000 in any calendar year (with unused amounts in any fiscal year being carried over to succeeding fiscal years);

(vi) the acquisition of Equity Interests by the Parent Borrower in connection with the exercise of stock options or stock appreciation rights by way of cashless exercise or in connection with the satisfaction of withholding tax obligations;

(vii) in connection with an acquisition by the Parent Borrower or by any of its Restricted Subsidiaries, the return to the Parent Borrower or any of its Restricted Subsidiaries of Equity Interests of the Parent Borrower or any of its Restricted Subsidiaries constituting a portion of the purchase price consideration in settlement of indemnification claims;

(viii) the purchase by the Parent Borrower of fractional shares of Equity Interests of the Parent Borrower arising out of stock dividends, splits or combinations or business combinations;

(ix) the making of cash payments in connection with any conversion of Convertible Indebtedness in an aggregate amount since the Effective Date not to exceed the sum of (a) the principal amount of such Convertible Indebtedness plus (b) payments received by the Parent Borrower or any of its Restricted Subsidiaries pursuant to the exercise, settlement or termination of any related Permitted Bond Hedge Transaction if the Parent Borrower has Available Liquidity as of the last day of the most recently ended fiscal quarter for which internal financial statements are available at the time of such Redemption of at least $65,000,000 as determined on a Pro Forma Basis for such Redemption;

(x) (a) any cash payments in connection with a Permitted Bond Hedge Transaction and (b) the settlement of any related Permitted Warrant Transaction (i) by delivery of shares of the Parent Borrower's common stock upon settlement thereof or (ii) by (A) set-off against the related Permitted Bond Hedge Transaction or (B) payment of an early termination amount thereof in common stock upon any early termination thereof;

(xi) (A) prior to the Collateral Conditions being satisfied, the Redemption of Debt (other than with Vessel Collateral or Specified Equity Interests or the proceeds thereof) of the Borrowers or any Guarantor (including the 2019 Convertible Senior Notes, the 2020 Senior Notes, the 2021 Senior Notes or any Debt incurred under a Replacement Indenture in respect thereof) if the Parent Borrower has Available Liquidity as of the last day of the most recently ended fiscal quarter for which internal financial statements are available at the time of such Redemption of at least $65,000,000 as determined on a Pro Forma Basis for such Redemption and (B) after the Collateral Conditions have been satisfied, the Redemption of Debt of the Borrowers or any Guarantor (including the 2019 Convertible Senior Notes, the 2020 Senior Notes, the 2021 Senior Notes or any Debt incurred under a Replacement Indenture in respect thereof) if the Parent Borrower has Available Liquidity as of the last day of the most recently ended fiscal quarter for which internal financial statements are available at the time of such Redemption of at least $65,000,000 as determined on a Pro Forma Basis for such Redemption;

(xii) the payment of any cash dividend or distribution by the Parent Borrower with respect to any preferred Equity Interest that does not constitute Disqualified Stock or any Disqualified Stock that is permitted to be incurred under Section 9.02 in an aggregate amount not to exceed $25,000,000 per annum; so long as (A) [reserved], (B) the proceeds of the issuance of such preferred Equity Interests or permitted Disqualified Stock were or are being used to finance an Acquisition Transaction, (C) in each case on the date of such Acquisition Transaction, after giving Pro Forma Effect thereto as if such transaction had been made at the beginning of the Test Period, the Consolidated Fixed Charge Coverage Ratio for the Parent Borrower and its Restricted Subsidiaries immediately after the date of such Acquisition Transaction would be no worse than the Consolidated Fixed Charge Coverage Ratio for the Parent Borrower and its Restricted Subsidiaries immediately prior to such issuance and (D) the Parent Borrower has Available Liquidity as determined on a Pro Forma Basis as of the last day of the most recently ended fiscal quarter for which internal financial statements are available at the time of the payment of any such cash dividend or distribution, of at least $65,000,000;

(xiii) (A) prior to the Collateral Conditions being satisfied, Restricted Payments (other than with Vessel Collateral or Specified Equity Interests or the proceeds thereof), including repurchases of Equity Interests in the Parent Borrower, in an aggregate amount not to exceed the lesser of (a) $25,000,000 (but only to the extent there is capacity to make Permitted Investments in reliance on clause (h) of the definition thereof) and (b) the amount available at such time for Permitted Investments made in reliance on clause

(h) of the definition thereof so long as, after giving Pro Forma Effect to any such Restricted Payment, the Parent Borrower has Available Liquidity as of the last day of the most recently ended fiscal quarter for which internal financial statements are available at the time of such prepayment of at least $65,000,000 and (B) after the Collateral Conditions have been satisfied, Restricted Payments, including repurchases of Equity Interests in the Parent Borrower, in an aggregate amount not to exceed the lesser of (a) $25,000,000 (but only to the extent there is capacity to make Permitted Investments in reliance on clause (h) of the definition thereof) and (b) the amount available at such time for Permitted Investments made in reliance on clause (h) of the definition thereof so long as, after giving Pro Forma Effect to any such Restricted Payment, the Parent Borrower has Available Liquidity as of the last day of the most recently ended fiscal quarter for which internal financial statements are available at the time of such prepayment of at least $65,000,000;

(xiv) redemption of any rights under the Parent Borrower's Rights Agreement dated July 1, 2013 (or any successor or replacement thereto); and

(xv) redemption of any Equity Interests of the Parent Borrower from Aliens (as defined in the Certificate of Incorporation) who acquired the same to the extent contemplated under Article 12, Section 4 of the Certificate of Incorporation.

The amount of all Restricted Payments (other than cash) shall be (A) in the case of Vessel Collateral or the proceeds thereof or Specified Equity Interests or the proceeds thereof, the amount determined in accordance with Section 1.06 and (B) otherwise, the Fair Market Value on the date that asset(s) or securities are proposed to be paid, transferred or issued by the Parent Borrower or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment, except that the Fair Market Value (or, if applicable the amount determined in accordance with Section 1.06) of any non-cash dividend made within 60 days after the date of declaration shall be determined as of such declaration date. The Fair Market Value of any non-cash Restricted Payment shall be determined in the manner contemplated by the definition of the term "Fair Market Value," and the results of such determination shall be evidenced by an Officer's Certificate delivered to the Administrative Agent. Not later than the date of making any Restricted Payment (other than a Restricted Payment permitted by Sections 9.01(b)(ii), (iii), (iv), (vi), (vii), (viii), (ix), (x), (xi), (xiii), (xiv) and (xv)), the Parent Borrower shall deliver to the Administrative Agent an Officer's Certificate stating that such Restricted Payment is permitted and setting forth the basis upon which the calculations required by this Section 9.01 were computed.

Section 9.02 Incurrence of Debt and Issuance of Disqualified Stock.

(a) The Parent Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "incur" or an "incurrence") any Debt and the Parent Borrower shall not issue any Disqualified Stock and shall not permit any of its Restricted Subsidiaries to issue any Disqualified Stock; provided, however, that the Parent Borrower and its Restricted Subsidiaries may incur Debt, and the Parent Borrower may issue Disqualified Stock, in each case if the Consolidated Fixed Charge Coverage Ratio for the Test Period preceding the date on which such additional Debt is incurred or such Disqualified

Stock is issued would have been at least 2.0 to 1.0 (the "Minimum Fixed Charge Coverage Ratio Test") at the time such additional Debt is incurred or such Disqualified Stock is issued, in each case as determined on a Pro Forma Basis (including a pro forma application of the Net Proceeds therefrom), as if the additional Debt or Disqualified Stock had been issued or incurred, as the case may be, at the beginning of such Test Period.

(b) The foregoing provisions shall not apply to the incurrence by the Parent Borrower or any of its Restricted Subsidiaries of any of the following:

(i) (A) First Lien Debt under Credit Facilities incurred by the Borrowers or any Guarantor in an aggregate principal amount at any one time outstanding not to exceed, together with any outstanding Permitted Refinancing Indebtedness in respect thereof (but excluding any Increased Amount), the Incremental Available Amount;

(B) other Second Lien Debt under Credit Facilities incurred by the Borrowers or any Guarantor in an aggregate principal amount at any one time outstanding not to exceed, together with any outstanding Permitted Refinancing Indebtedness in respect thereof (but excluding any Increased Amount), the Incremental Available Amount;

(C) Junior Lien Debt or unsecured Debt (provided that such unsecured Debt satisfies the conditions set forth in clause (a) of the definition of "Junior Lien Debt"), in each case, under Credit Facilities incurred by the Borrowers or any Guarantor, in an aggregate principal amount at any one time outstanding not to exceed, together with any outstanding Permitted Refinancing Indebtedness in respect thereof (but excluding any Increased Amount) the sum of (1) the greater of (1) $600,000,000 and (2) 25% of the Parent Borrower's Consolidated Net Tangible Assets after giving Pro Forma Effect to any applicable Specified Transactions and applicable transactions in connection therewith identified in the definition of "Pro Forma Effect" determined as of the date such Debt is incurred and (2) if the Collateral Conditions have been met and the proceeds of such Junior Lien Debt or unsecured Debt are to be used to finance an Acquisition Transaction and such Junior Lien Debt or unsecured Debt qualifies as a Permitted Loan, an amount allowed by the definition of Permitted Loan;

(ii) Existing Indebtedness;

(iii) Hedging Obligations;

(iv) Debt under this Agreement and the other Loan Documents;

(v) intercompany Debt between or among the Parent Borrower and any of its Restricted Subsidiaries; provided that (1) if a Borrower is the obligor on such Debt and the obligee is not the other Borrower or a Guarantor, such Debt must be expressly subordinated to the prior payment in full in cash of all obligations with respect to the Loans and (2) if a Guarantor is the obligor on such Debt and the obligee is neither a Borrower nor a Guarantor, such Debt must be expressly subordinated to the prior

payment in full in cash of all obligations of such Guarantor with respect to its Loan Guarantee and (3)(i) any subsequent issuance or transfer of Equity Interests that results in any such Debt being held by a Person other than the Parent Borrower or a Restricted Subsidiary of the Parent Borrower, or (ii) any sale or other transfer of any such Debt to a Person that is neither the Parent Borrower nor a Restricted Subsidiary of the Parent Borrower, shall be deemed, in each case, to constitute an incurrence of such Debt by the Parent Borrower or such Restricted Subsidiary, as the case may be, as of the date of such issuance, sale or other transfer that is not permitted by this clause (v);

(vi) Debt in respect of bid, performance or surety bonds issued for the account of the Parent Borrower or any Restricted Subsidiary thereof, including guarantees or obligations of the Parent Borrower or any Restricted Subsidiary thereof with respect to letters of credit or letters of credit supporting such bid, performance or surety obligations (in each case other than for an obligation for money borrowed) or other forms of security or credit enhancement supporting performance obligations under service contracts, in each case, in the ordinary course of business;

(vii) the guarantee (A) by the Parent Borrower of Debt of any of its Restricted Subsidiaries that was permitted to be incurred by another provision of this Section 9.02 or (B) by any Restricted Subsidiary of the Parent Borrower of Debt of the Parent Borrower or another Restricted Subsidiary of the Parent Borrower that was permitted to be incurred by another provision of this Section 9.02; provided, that this clause (vii) shall not permit the guarantee by any Restricted Subsidiary of the Parent Borrower that is not a Loan Party of any Indebtedness incurred under Section 9.02(b)(i) (or any Permitted Refinancing Indebtedness in respect thereof) or Section 9.02(b)(x);

(viii) Permitted Refinancing Indebtedness incurred in exchange for, or the Net Proceeds of which are used to extend, refinance, renew, replace, defease or refund Debt incurred pursuant to Section 9.02(a), 9.02(b)(i), 9.02(b)(ii), this clause (viii), Section 9.02(b)(xi) or Section 9.02(b)(xii);

(ix) Permitted Acquisition Indebtedness and any Permitted Refinancing Indebtedness in respect thereof (including any subsequent Permitted Refinancing Indebtedness in respect of any Debt previously incurred under this Section 9.02(b)(ix)); provided, that unless the Collateral Conditions have been met, on the date such Permitted Acquisition Indebtedness was incurred, issued or assumed, whether concurrently with or subsequent to such Acquisition Transaction either (1) the Parent Borrower would be permitted to incur at least $1.00 of additional Debt pursuant to the Minimum Fixed Charge Coverage Ratio Test or (2) the Consolidated Fixed Charge Coverage Ratio for the Parent Borrower and its Restricted Subsidiaries immediately after such incurrence, issuance or assumption would be greater than the Consolidated Fixed Charge Coverage Ratio for the Parent Borrower and its Restricted Subsidiaries immediately prior to such incurrence, issuance or assumption;

(x) Debt of the Borrowers (and any Guarantee thereof by a Guarantor) under the Revolver Facility in an aggregate principal amount at any time outstanding not to exceed the lesser of (1) $100,000,000 and (2) 85% of the Loan Parties' eligible accounts receivable so long as on or before the date on which the such Debt is incurred under the Revolver Facility, (y) the First Lien Representatives, the First Lien Collateral Agents, the Administrative Agent, the Collateral Agent and the representative with respect to the Revolver Facility, and, if any, the Second Lien Representatives and the Junior Lien Representatives shall become a party to the Revolver/Term Intercreditor Agreement and (z) any other requirements set forth in the Revolver/Term Intercreditor Agreement shall have been satisfied;

(xi) other Debt and/or Disqualified Stock in an aggregate principal amount and/or liquidation preference, as applicable, that, when taken together with the aggregate principal amount and/or liquidation preference, as applicable, of all other Debt and/or Disqualified Stock incurred pursuant to this clause (xi) and then outstanding will not exceed, together with any outstanding Permitted Refinancing Indebtedness in respect thereof (but excluding any Increased Amount) the greater of (1) $75,000,000 and (2) 2.5% of the Parent Borrower's Consolidated Net Tangible Assets after giving Pro Forma Effect to any applicable Specified Transactions and applicable transactions in connection therewith identified in the definition of "Pro Forma Effect" determined as of the date such Debt is incurred or such Disqualified Stock is issued; provided that (i) any such Debt or Disqualified Stock shall not be secured by any assets that are Collateral and (ii) any such Debt or Disqualified Stock of a Loan Party referred to in this clause (xi) does not mature and does not have any mandatory or scheduled principal payments or sinking fund obligations prior to 91 days after the Maturity Date (except as a result of a customary change of control or asset sale repurchase offer provisions, subject to the prior making of any required payments on the Indebtedness hereunder); and

(xii) subject to satisfying the Collateral Conditions, First Lien Debt, Second Lien Debt, Junior Lien Debt or unsecured Debt, in each case that are Permitted Loans .

(c) The Borrowers shall not, and shall not permit any Guarantor to, directly or indirectly, incur any Debt which by its terms (or by the terms of any agreement governing such Debt) is subordinated to any other Debt of the Parent Borrower, the Co-Borrower or of such Guarantor, as the case may be, unless such Debt is also by its terms (or by the terms of any agreement governing such Debt) made expressly subordinate to the Loans or the Loan Guarantee of such Guarantor, as the case may be, to the same extent and in the same manner as such Debt is subordinated pursuant to subordination provisions that are most favorable to the holders of any other Debt of the Parent Borrower, the Co-Borrower or of such Guarantor, as the case may be; provided, however, that no Debt shall be deemed to be contractually subordinated in right of payment to any other Debt solely by virtue of being unsecured.

(d) For purposes of determining compliance with this Section 9.02, in the event that an item of proposed Debt meets the criteria of more than one of the categories of Debt described in Section 9.02(b)(i) through (xii), or is entitled to be incurred pursuant to Section 9.02(a), the Parent Borrower shall be permitted to divide or classify such item of Debt on the date of its incurrence, or later divide or reclassify all or a portion of such item of Debt, in any manner that complies with this Section 9.02, and such item of Debt will be treated as having been incurred pursuant to one or more of such categories; provided that all Debt under this Agreement and the other Loan Documents shall at all times be deemed outstanding under Section 9.02(b)(iv), Junior

Lien Debt under Credit Facilities shall at all times be deemed outstanding under Section 9.02(b)(i)(B) and Debt under the Revolver Facility shall at all times be deemed outstanding under Section 9.02(b)(x). Accrual of interest or dividends, the accretion of accreted value, the accretion or amortization of original issue discount and the payment of interest or dividends in the form of additional Debt or Disqualified Stock will not be deemed to be an incurrence of Debt or Disqualified Stock for purposes of this covenant.

Section 9.03 Liens. The Parent Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur or assume any Lien on any Collateral, except Permitted Liens.

Section 9.04 Merger or Consolidation.

(a) No Borrower shall consolidate or merge with or into (whether or not such Borrower is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions to, another Person unless (i) such Borrower is the survivor or the Person formed by or surviving any such consolidation or merger (if other than such Borrower) or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made (the "Successor Company") is a corporation, partnership or limited liability company organized or existing under the laws of the United States, any state thereof or the District of Columbia, (ii) the Successor Company (if other than such Borrower) assumes all the obligations of such Borrower under this Agreement pursuant to a customary assumption agreement, (iii) immediately after such transaction no Default or Event of Default exists, (iv) except in the case of a merger of the Parent Borrower or the Co-Borrower with or into each other or into a Wholly-Owned Restricted Subsidiary of the Parent Borrower that is a Loan Party, immediately after giving Pro Forma Effect to the transaction as if the same had occurred at the beginning of the applicable Test Period, either (1) the Successor Company may incur at least $1.00 of additional Debt pursuant to the Minimum Fixed Charge Coverage Ratio Test, or (2) the Consolidated Fixed Charge Coverage Ratio of the Successor Company is no less than the Consolidated Fixed Charge Coverage Ratio of the Parent Borrower immediately before such transaction, and (v) if such Borrower is not the Successor Company in such transaction, each Guarantor (unless it is the Successor Company, in which case clause (ii) above will apply) confirms in a customary writing that its Loan Guarantee and the Liens granted by it pursuant to the security interests will apply to the Successor Company's obligations in respect of this Agreement and that its Loan Guarantee and such Liens will continue to be in effect.

(b) Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the properties or assets of a Borrower in accordance with Section 9.04(a) hereof, the Successor Company formed by such consolidation or into or with which such Borrower is merged or to which such sale, assignment, transfer, lease, conveyance or other disposition is made shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition, the provisions of this Agreement referring to the "Parent Borrower" or the "Co-Borrower", as applicable, shall refer instead to the Successor Company and not to the Parent Borrower or the Co-Borrower, as applicable), and may exercise every right and power of the Parent Borrower or the Co-Borrower, as applicable, under this Agreement with the same effect as if such successor corporation had been named as the Parent Borrower or the Co-Borrower, as

applicable, herein; provided, however, that the predecessor Borrower shall not be relieved from its obligations under this Agreement in the case of any such lease. For the purposes of this Section 9.04, a time charter, bareboat charter or Vessel management or similar agreement involving providing Vessels and related services to customers in the ordinary course of business shall not be deemed a lease.

Section 9.05 Minimum Available Liquidity. The Parent Borrower will not, as of the last day of any fiscal quarter, permit Available Liquidity to be less than the Minimum Liquidity Amount as of such date.

Section 9.06 Transactions with Affiliates. The Parent Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its Property to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate (each of the foregoing, an "Affiliate Transaction"), unless (a) such Affiliate Transaction is on terms that are no less favorable to the Parent Borrower or its relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Parent Borrower or such Restricted Subsidiary with an unrelated Person or, if there is no such comparable transaction, on terms that are fair and reasonable to the Parent Borrower or such Restricted Subsidiary, and (b) the Parent Borrower delivers to the Administrative Agent (i) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $20,000,000, a resolution of the Board of Directors of the Parent Borrower set forth in a certificate of a Responsible Officer certifying that such Affiliate Transaction complies with clause (a) above and that such Affiliate Transaction has been approved by a majority of the disinterested members of the Board of Directors and (ii) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $50,000,000, an opinion as to the fairness to the Parent Borrower or the relevant Subsidiary of such Affiliate Transaction from a financial point of view issued by an accounting, appraisal or investment banking firm that is, in the judgment of the Board of Directors, qualified to render such opinion and is independent with respect to the Parent Borrower, provided that such opinion will not be required with respect to any Affiliate Transaction or series of related Affiliate Transactions involving either (i) shipyard contracts that are awarded following a competitive bidding process and approved by a majority of the disinterested members of the Board of Directors or (ii) an Affiliate in which an unrelated third person owns Voting Stock in excess of that owned by the Parent Borrower or any of its Restricted Subsidiaries; provided, however, that the following shall be deemed not to be Affiliate Transactions:

(A) any employment agreement or other employee compensation plan or arrangement entered into by the Parent Borrower or any of its Restricted Subsidiaries in the ordinary course of business of the Parent Borrower or such Restricted Subsidiary;

(B) transactions between or among the Loan Parties;

(C) Permitted Investments and Restricted Payments that are permitted by the provisions of Section 9.01 of this Agreement or that are made as part of a Foreign Vessel Reflagging Transaction;

(D) loans or advances to officers, directors and employees of the Parent Borrower or any of its Restricted Subsidiaries made in the ordinary course of business and consistent with past practices of the Parent Borrower and its Restricted Subsidiaries in an aggregate amount not to exceed $500,000 outstanding at any one time;

(E) indemnities of officers, directors and employees of the Parent Borrower or any of its Restricted Subsidiaries permitted by bylaw or statutory provisions;

(F) maintenance in the ordinary course of business of customary benefit programs or arrangements for officers, directors and employees of the Parent Borrower or any of its Restricted Subsidiaries, including without limitation vacation plans, health and life insurance plans, deferred compensation plans, retirement or savings plans and similar plans;

(G) registration rights or similar agreements with officers, directors or significant shareholders of the Parent Borrower or any of its Restricted Subsidiaries;

(H) issuance of Equity Interests (other than Disqualified Stock) by the Parent Borrower;

(I) the payment of reasonable and customary regular fees to directors of the Parent Borrower or any of its Restricted Subsidiaries who are not employees of the Parent Borrower or any Affiliate;

(J) transaction with a Person that is an Affiliate of the Parent Borrower or any of its Restricted Subsidiaries solely because the Parent Borrower or any of its Restricted Subsidiaries owns an Equity Interest in such Person;

(K) time charter, bareboat charter or management agreements related to Vessels between the Parent Borrower or any of its Restricted Subsidiaries and a Joint Venture or Unrestricted Subsidiary or a Restricted Subsidiary that is not a Loan Party made on terms generally consistent with terms available in an arms-length transaction with an unrelated third party; and

(L) (i) any other transaction with an Affiliate reported in any Form 10-K, Form 10-Q, Form 8-K or proxy statement filed by the Parent Borrower with the SEC since December 31, 2011 that was approved by the Board of Directors of the Parent Borrower and (ii) any other transaction with an Affiliate reported in any Form 10-K, Form 10-Q, Form 8-K or proxy statement filed by the Parent Borrower with the SEC following the Effective Date that (x) is approved by the Board of Directors and (y) is substantially similar to any transaction described in clause (i) above.

Section 9.07 Burdensome Restrictions. The Parent Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on the ability of any Restricted Subsidiary of the Parent Borrower to do any of the following: (a)(i) pay dividends or make any other distributions to the Parent Borrower or any of its Restricted Subsidiaries on its Equity Interests or (ii) pay any Debt owed to the Parent Borrower or any of its Restricted Subsidiaries (it being understood that the priority of any preferred stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock shall not be deemed a restriction on the ability to pay dividends or make any other distributions on Equity Interests); (b) make loans or advances to the Parent Borrower or any of its Restricted Subsidiaries or (c) transfer any of its Property to the Parent Borrower or any of its Restricted Subsidiaries, except for such encumbrances or restrictions existing under or by reason of

(1) the Existing Indebtedness,

(2) this Agreement and the Guaranty and Collateral Agreement,

(3) applicable law,

(4) any instrument governing (x) Debt or Equity Interests of a Person acquired by the Parent Borrower or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Debt was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person or the assets of any Person, other than the Person, or the assets of the Person, so acquired, provided that, in the case of Debt, such Debt was permitted by the terms of this Agreement to be incurred and (y) Permitted Acquisition Indebtedness to the extent applicable only to the acquired assets or to assets subject to such Debt,

(5) by reason of customary non-assignment provisions in leases entered into in the ordinary course of business and consistent with past practices,

(6) by reason of customary provisions restricting the transfer of copyrighted or patented materials consistent with industry practice,

(7) purchase money obligations for property acquired in the ordinary course of business that impose restrictions of the nature described in clause (c) above on the property so acquired,

(8) customary provisions in any agreement (x) creating any Hedging Obligations permitted under this Agreement or (y) governing any First Lien Debt, Second Lien Debt, Junior Lien Debt or Revolver Facility,

(9) Permitted Refinancing Indebtedness with respect to any Debt referred to in clauses (1), (2), (4) and (8)(y) above, provided that the restrictions referred to in this Section 9.07 that are contained in the agreements governing such Permitted Refinancing Indebtedness are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced,

(10) provisions with respect to the disposition or distribution of assets in joint venture agreements, asset sale agreements, stock sale agreements and other similar agreements, or

(11) those contracts, agreements or understandings that will govern Permitted Investments.

Section 9.08 Asset Sales. The Parent Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, consummate an Asset Sale (excluding for all purposes of this Section 9.08 any Event of Loss) unless (i) the Parent Borrower or such Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the Specified Value (the calculation of which shall be set forth in an Officer's Certificate delivered to the Administrative Agent) of the Collateral subject to such Asset Sale; and (ii) except in the case of a Permitted Asset Swap, (A) at least 75% of the aggregate consideration received by the Parent Borrower and its Restricted Subsidiaries from such Asset Sale and all other Asset Sales since the Effective Date on a cumulative basis is in the form of cash or Cash Equivalents; provided, however, that the amount of (w) any liabilities that are secured by Permitted Liens on the Collateral under clauses (a), (d), (e) and (k) of the definition thereof and that are assumed by the transferee of any such Property, rights or Equity Interests pursuant to a customary novation agreement that releases the Parent Borrower or such Restricted Subsidiary from further liability, (x) Liquid Equity Securities having an aggregate Specified Value in an amount not to exceed $25,000,000 in the aggregate for all such Liquid Equity Securities received following the Effective Date and then held by the Parent Borrower and its Restricted Subsidiaries; provided, however, that the amount of any Liquid Equity Securities at any time shall be (1) the amount actually invested (measured at the time made), without adjustment for subsequent increases or decreases in the value of such Investment minus (2) the amount of dividends or distributions received in connection with such Investment and any return of capital and any payment of principal received in respect of such Investment that in each case is received in cash or Cash Equivalents by a Loan Party in a deposit account or securities account, as applicable, that is subject to an Account Control Agreement, (y) any securities, notes or other obligations received by the Parent Borrower or such Restricted Subsidiary from such transferee that are converted within 180 days by the Parent Borrower or such Restricted Subsidiary into cash (to the extent of the cash received in that conversion) and (z) Vessels and related Property installed or intended for use in the ordinary course of business on Vessels shall, in each case of (w), (x), (y) and (z) (provided that Section 8.14(a)(iii) and Section 8.14(a)(iv) are complied with) each be deemed to be Cash Equivalents for purposes of this Section 9.08; or (B) such consideration is comprised entirely of cash, Cash Equivalents and/or Equity Interests (other than Liquid Equity Securities) of an entity engaged in a Permitted Business (such Equity Interests referred to in this clause (B), "Specified Non-Cash Consideration") so long as, in the case of Specified Non-Cash Consideration, the Investment in such Specified Non-Cash Consideration is permitted under clause (h) of the definition of "Permitted Investments" and the other applicable conditions set forth in such clause (h) are satisfied; provided, that the receipt of Liquid Equity Securities and Specified Non-Cash Consideration and Vessels and related Property installed or intended for use in the ordinary course of business on such Vessels shall be deemed to constitute Cash Equivalents only if and to the extent such Liquid Equity Securities, Specified Non-Cash Consideration and Vessels and related Property installed or intended for use in the ordinary course of business on such Vessels (a) are acquired and held by a Loan Party and (b)(i) in the case of Equity Securities and other personal property so acquired, are pledged (or, in the case of Liquid Equity Securities, the Securities Account which they are held is pledged) to the Collateral Agent, for the ratable benefit of the Lenders, pursuant to the Guaranty and Collateral Agreement and (ii) in the case of Vessels and related Property installed or intended for use in the ordinary course of business on such Vessels, the Collateral Agent, for the ratable benefit of the Secured Parties, is granted a Second Lien (or, after the Discharge of the First Lien Obligations, a first priority Lien) (subject to Permitted Liens of the type described in clause (k) of the definition thereof, as applicable) security interests (or the foreign equivalent) in all related Property installed or intended for use in the ordinary course of business on such Vessels.

Section 9.09 Restriction on Other 2020 Senior Note or 2021 Senior Note Transactions. For a period of ninety (90) days following the Effective Date, the Parent Borrower and its Restricted Subsidiaries shall not exchange any other 2020 Senior Notes or 2021 Senior Notes for (a) any First Lien Debt of the Parent Borrower or any of its Restricted Subsidiaries or (b) any Incremental Term Loans or Second Lien Debt of the Parent Borrower or any of its Restricted Subsidiaries at an exchange ratio greater than in the Exchange Transaction Documents pursuant to which this Agreement was entered into and the Exchanged Notes exchanged for the Exchanged Loans without providing each Lender with additional Exchanged Loans per $1,000 principal amount of such Lender's Exchanged Notes exchanged in the Exchange Transactions equal to the difference between the amount of Exchanged Loans per $1,000 principal amount of provided in the Exchange Transaction and in such subsequent exchange.

ARTICLE X
Events of Default; Remedies

Section 10.01 Events of Default. One or more of the following events shall constitute an "Event of Default":

(a) the Borrowers shall fail to pay any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof, by acceleration or otherwise; and (other than a payment due on the Maturity Date) such failure is not cured within three (3) Business Days after the applicable due date.

(b) the Borrowers shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in Section 10.01(a)) payable under any Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of three (3) Business Days.

(c) any representation or warranty made or deemed made pursuant to Section 6.01 by or on behalf of the Parent Borrower, the Co-Borrower or any Guarantor in or in connection with any Loan Document or any amendment or modification of any Loan Document or waiver under such Loan Document, or in any report, certificate, financial statement or other document furnished pursuant to any Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in any material adverse respect when made or deemed made pursuant to Section 6.01.

(d) the Parent Borrower, the Co-Borrower or any Guarantor shall fail to observe or perform any covenant, condition or agreement contained in Section 8.04 (with respect to the existence of the Borrowers), Section 8.07 or Section 8.12 or in Article IX.

(e) the Parent Borrower, the Co-Borrower or any Guarantor shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in Section 10.01(a), Section 10.01(b) or Section 10.01(d)) or any other Loan Document, and such failure shall continue unremedied for a period of thirty (30) days after the earlier to occur of (i) written notice thereof from the Administrative Agent to the Borrowers (which notice will be given at the written request of the Required Lenders) or (ii) the chief executive officer or the chief financial officer (or a person holding a similar title) of the Parent Borrower, the Co-Borrower or any Guarantor otherwise becoming aware of such default.

(f) the Parent Borrower, the Co-Borrower or any Guarantor shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable.

(g) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (after the giving of notice, the lapse of time or both) the holder or holders of such Material Indebtedness or any trustee or administrative agent on its or their behalf to cause such Material Indebtedness to become due, or to require the redemption thereof or any offer to redeem to be made in respect thereof, prior to its scheduled maturity or require the Parent Borrower or any Guarantor being required to make an offer in respect thereof; provided that the occurrence of an "Event of Default" (under and as defined in the First Lien Term Loan Agreement) shall only result in an Event of Default under this clause (g) to the extent that the First Lien Debt is declared to be due and payable prior to its stated maturity as a result thereof and the acceleration thereof has not been rescinded or the Event of Default cured within any applicable cure periods.

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Parent Borrower, the Co-Borrower or any Guarantor or its debts, or of a substantial part of its assets, under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Parent Borrower, the Co-Borrower or any Guarantor or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered.

(i) the Parent Borrower, the Co-Borrower or any Guarantor shall

(i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect,

(ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in Section 10.01(h),

(iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Parent Borrower, the Co-Borrower or any Guarantor or for a substantial part of its assets,

(iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding,

(v) make a general assignment for the benefit of creditors or

(vi) take any action for the purpose of effecting any of the foregoing.

(j) one or more judgments for the payment of money in an aggregate amount in excess of $25,000,000 (to the extent not covered by independent third party insurance provided by insurers of the highest claims paying rating or financial strength as to which the insurer does not dispute coverage and is not subject to an insolvency proceeding) shall be rendered against the Parent Borrower, the Co-Borrower or any Guarantor or any combination thereof and the same shall remain undischarged (or the Borrowers and the Guarantor shall not have provided for its discharge) for a period of sixty (60) consecutive days during which execution shall not be effectively stayed and, if stayed pending appeal, for such longer period during such appeal while providing such accruals as may be required by GAAP.

(k) any material provision of the Loan Documents, after delivery thereof, shall for any reason, except to the extent permitted by the terms thereof, cease to be in full force and effect and valid, binding and enforceable in accordance with their terms against the Parent Borrower, the Co-Borrower or any Guarantor or shall be repudiated by any of them, or cease to create a valid and perfected Lien of the priority required thereby on any material part of the collateral purported to be covered thereby, (except to the extent permitted by the terms of this Agreement, or the Parent Borrower, the Co-Borrower or any Guarantor shall so state in writing) and such invalidity, lack of binding effect or priority is not cured within thirty (30) days after the earliest to occur of (x) notice from the Administrative Agent (as directed by the Required Lenders) concerning its belief that a material provision is not valid and binding or asserting the lack of priority of a Lien, or (y) the chief executive officer or chief financial officer of the Borrower otherwise becomes aware that any material provision is not valid and binding or that a Lien lacks the intended priority.

(l) an ERISA Event shall have occurred that, in the opinion of the Required Lenders, when taken together with all other ERISA Events that have occurred, has resulted in, or could reasonably be expected to result in, liability of the Borrowers and any Guarantor in an aggregate amount that could reasonably be expected to have a Material Adverse Effect.

Section 10.02 Remedies.

(a) In the case of an Event of Default other than one described in Section 10.01(h) or Section 10.01(i), at any time thereafter during the continuance of such Event of Default, the Administrative Agent may, and at the written request of the Required Lenders, shall, by notice to the Borrowers, take either or both of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees, premiums and other obligations of the Borrowers accrued hereunder and under the other Loan Documents, shall become due and payable immediately, without presentment, demand, protest, notice of intent to accelerate, notice of acceleration or other notice of any kind, all of which are hereby waived by the Borrowers; and in case of an Event of Default described in Section 10.01(h) or Section 10.01(i), any Incremental Term Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees, premiums and the other obligations of the Borrowers accrued hereunder and under the other Loan Documents, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers.

(b) In the case of the occurrence of an Event of Default, the Administrative Agent and the Lenders will have all other rights and remedies available under the Loan Documents or at law and equity.

(c) All proceeds realized from the liquidation or other disposition of Collateral or otherwise received after maturity of the Loans, whether by acceleration or otherwise, shall be applied, subject to the Intercreditor Agreements:

(i) first, to payment or reimbursement of that portion of the Indebtedness constituting fees, expenses and indemnities (including legal fees and expenses) payable to the Administrative Agent in its capacity as such;

(ii) second, pro rata to payment or reimbursement of that portion of the Indebtedness constituting fees, expenses and indemnities payable to the Lenders;

(iii) third, pro rata to payment of accrued interest on the Loans;

(iv) fourth, pro rata to payment of principal outstanding on the Loans;

(v) fifth, pro rata to any other Indebtedness; and

(vi) sixth, any excess, after all of the Indebtedness shall have been indefeasibly paid in full in cash, shall be paid to the Borrowers or as otherwise required by any Governmental Requirement.

ARTICLE XI
The Agents

Section 11.01 Appointment; Powers. Each of the Lenders hereby appoints Wilmington Trust, National Association as its Administrative Agent and the Collateral Agent (including as trustee/mortgagee under the Fleet Mortgages). Each Lender authorizes the Agents to take such actions on its behalf and to exercise such powers as are delegated to such Agent by the terms hereof and the other Loan Documents.

Section 11.02 Duties and Obligations of the Agents. The Agents shall have no duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) no Agent shall be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing (the use of the term "Administrative Agent", "Collateral Agent" or "Agent" herein and in the other Loan Documents with reference to the Administrative Agent or the Collateral Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law; rather, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties), (b) no Agent shall have any duty to take any discretionary action or exercise any discretionary powers, except as provided in Section 11.03, and (c) except as expressly set forth herein, no Agent shall have a duty to disclose,

and shall not be liable for the failure to disclose, any information relating to the Parent Borrower or any of its Subsidiaries that is communicated to or obtained by such Agent or any of its Affiliates in any capacity. The Agents shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to a responsible officer of such Agent by the Parent Borrower, the Co-Borrower or a Lender, and shall not be responsible for or have any duty to ascertain or inquire into

(i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document,

(ii) the contents of any certificate, report or other document delivered hereunder or under any other Loan Document or in connection herewith or therewith,

(iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or in any other Loan Document,

(iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document,

(v) the satisfaction of any condition set forth in Article VI or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to such Agent or as to those conditions precedent expressly required to be to such Agent's satisfaction,

(vi) the existence, value, perfection or priority of any collateral security or the financial or other condition of the Parent Borrower and its Subsidiaries, or

(vii) any failure by the Parent Borrower, the Co-Borrower or any other Person (other than itself) to perform any of its obligations hereunder or under any other Loan Document or the performance or observance of any covenants, agreements or other terms or conditions set forth herein or therein.

For purposes of determining compliance with the conditions specified in Article VI, each Lender shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless an Agent shall have received written notice from such Lender prior to the proposed Effective Date specifying its objection thereto.

Section 11.03 Action by Agents. Each Agent shall have no duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that such Agent is required to exercise in writing as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02) and in all cases each Agent shall be fully justified in failing or refusing to act hereunder or under any other Loan Documents unless it shall (a) receive written instructions from the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02) specifying the action to be taken and (b) be indemnified to its satisfaction by the Lenders against any and all liability claims, losses, fees and expenses which may be incurred by it by reason of taking or continuing to take any such action. The instructions as aforesaid and any

action taken or failure to act pursuant thereto by an Agent shall be binding on all of the Lenders. If a Default has occurred and is continuing, then an Agent shall take such action with respect to such Default as shall be directed by the requisite Lenders in the written instructions (with indemnities satisfactory to it) described in this Section 11.03; provided that, unless and until such Agent shall have received such directions, such Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default as it shall deem advisable in the interests of the Lenders. In no event, however, shall an Agent be required to take any action which exposes such Agent to a risk of personal liability or which is contrary to this Agreement, the Loan Documents or applicable law. If a Default has occurred and is continuing, no Agent shall have any obligation to perform any act in respect thereof. Each Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02), and otherwise such Agent shall not be liable for any action taken or not taken by it hereunder or under any other Loan Document or under any other document or instrument referred to or provided for herein or therein or in connection herewith or therewith including its own ordinary negligence, except for its own gross negligence or willful misconduct.

Section 11.04 Reliance by Agents. Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. Each Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon, except in the case of gross negligence or willful misconduct by such Agent and each of the Borrowers, the Guarantors, and the Lenders hereby waives the right to dispute such Agent's record of such statement absent manifest error. Each Agent may consult with legal counsel (who may be counsel for the Borrowers), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts. Each Agent may deem and treat the payee of any Note as the holder thereof for all purposes hereof unless and until a written notice of the assignment or transfer thereof permitted hereunder shall have been filed with such Agent.

Section 11.05 Sub-Agents. Each Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-Agents appointed by such Agent. Each Agent and any such sub-Agent may perform any and all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding Sections of this Article XI shall apply to any such sub-Agent and to the Related Parties of such Agent and any such sub-Agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as such Agent.

Section 11.06 Resignation or Removal of Agents. Subject to the appointment and acceptance of a successor Agent, including as the case may be, the Collateral Agent, as trustee/mortgagee under the Fleet Mortgage, as provided in this Section 11.06, each Agent may resign at any time by notifying the Lenders and the Borrowers, and such Agent may be removed at any time with or without cause by the Required Lenders. Upon any such resignation or removal, the Required Lenders shall have the right, in consultation with the Borrowers, to appoint a successor. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Agent gives notice of its

resignation or removal of the retiring Agent, then the retiring Agent may, on behalf of the Lenders and at the expense of the Borrowers, appoint a successor Agent, or an Affiliate of any such Lender as approved by the Required Lenders or if no such successor shall be appointed by the retiring Agent as aforesaid, the Required Lenders shall thereafter perform all of the duties of the retiring Agent hereunder (and the retiring Agent shall be discharged from its duties and obligations hereunder) until such appointment by the Required Lenders is made and accepted. Upon the acceptance of its appointment as Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Borrowers to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After an Agent's resignation hereunder, the provisions of this Article XI and Section 12.03 shall continue in effect for the benefit of such retiring Agent, its sub-Agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Agent. The institution acting as Collateral Agent shall always also act as trustee/mortgagee under the Fleet Mortgages.

Section 11.07 Agents as Lenders. Each Lender serving as an Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not an Agent, and such Lender and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Parent Borrower or any of its Subsidiaries or other Affiliates as if it were not an Agent hereunder.

Section 11.08 Funds held by Agents. The Agents shall have no responsibility for interest or income on any funds held by it hereunder and any funds so held shall be held uninvested pending distribution thereof.

Section 11.09 No Reliance. Each Lender acknowledges that it has, independently and without reliance upon any Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and each other Loan Document to which it is a party. Each Lender also acknowledges that it will, independently and without reliance upon any Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document, any related agreement or any document furnished hereunder or thereunder. No Agent shall be required to keep itself informed as to the performance or observance by the Parent Borrower or any of its Subsidiaries of this Agreement, the Loan Documents or any other document referred to or provided for herein or to inspect the Property or books of the Parent Borrower or its Subsidiaries. Except for notices, reports and other documents and information expressly required to be furnished to the Lenders by an Agent hereunder, no Agent shall have any duty or responsibility to provide any Lender with any credit or other information concerning the affairs, financial condition or business of the Borrowers (or any of their Affiliates) which may come into the possession of such Agent or any of its Affiliates. Each party hereto will consult with its own legal counsel to the extent that it deems necessary in connection with the Loan Documents and the matters contemplated therein.

Section 11.10 Agents May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Borrowers, the Guarantors or any of their Subsidiaries, each Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether an Agent shall have made any demand on the Borrowers or the Guarantors) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file a proof-of-claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Indebtedness that are owing and unpaid and to file such other documents as may be necessary and directed by the Required Lenders in order to have the claims of the Lenders and the Agents (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Agents and their respective agents and counsel and all other amounts due the Lenders and the Agents under Section 12.03) allowed in such judicial proceeding;

(b) to collect and receive any monies or other Property payable or deliverable on any such claims and to distribute the same; and

(c) and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized and directed by each Lender to make such payments to the Agents and, in the event that the Agents shall consent to the making of such payments directly to the Lenders, to pay to the Agents any amount due for the reasonable compensation, expenses, disbursements and advances of the Agents and their agents and counsel, and any other amounts due the Agents under Section 12.03.

Nothing contained herein shall be deemed to authorize any Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Indebtedness or the rights of any Lender or to authorize any Agent to vote in respect of the claim of any Lender in any such proceeding.

Section 11.11 Authority of the Agents to Release Collateral, Liens and Guarantors. Each Lender hereby authorizes the Agents to, and the Agents shall without any further authorization or consent from any Lender, upon receipt of a Collateral and Lien Release Officer's Certificate release any Collateral that is permitted to be sold or otherwise disposed of, used in making any Permitted Investment or Restricted Payment that is permitted under Section 9.01 or becomes an Excluded Asset and to release any Guarantor pursuant to the terms of the Loan Documents. Each Lender hereby authorizes the Agents, and the Agents shall without any further authorization or consent from any Lender, upon receipt of a Collateral and Lien Release Officer's Certificate, execute and deliver to the Borrowers or any applicable Restricted Subsidiary, at the Borrowers' sole cost and expense, any and all releases of Liens, termination statements, assignments or other documents reasonably requested by the Borrowers in connection with any sale or other disposition of Property to the extent such sale or other disposition is permitted by the terms of the Loan Documents, is used in making any Permitted Investment or Restricted Payment that is permitted under Section 9.01 or becomes an Excluded Asset and in each instance complies with Section 9.14 of the Guaranty and Collateral Agreement, as evidenced in the Collateral and Lien Release Officer's Certificate delivered to the Collateral Agent. Notwithstanding the foregoing, it is understood and agreed that, except as contemplated by Sections 8.11(b) and 8.14(b) and clause (h) of the definition of "Permitted Investments," the Liens on any Collateral securing the Indebtedness

shall not be released (x) upon a sale, transfer or other disposition of such Collateral to any Person that is, or that is required to be, in each case at the time of such sale, transfer or other disposition, a Loan Party (but disregarding the grace period provided for in Section 8.14(a)(ii)) or (y) if such Collateral is Vessel Collateral, if the transferee is a Restricted Subsidiary of the Parent Borrower; provided, however, that in connection with (A) a Foreign Vessel Reflagging Transaction if the Person to whom such Collateral is being transferred grants a new Lien on such Collateral or (B) a Permitted Asset Swap where new Collateral is granted consistent with Section 8.14(a)(iii) or 8.14(a)(iv), then, upon receipt of a Collateral and Lien Release Officer's Certificate without any further authorization or consent from any Lender, the Collateral Agent shall release such Collateral. For purposes of the preceding sentence, any Specified Foreign Subsidiary the Equity Interests of which are required to be pledged in accordance with Section 8.14(a)(ii) shall be deemed to be a Loan Party. Upon the request of the Borrowers, in connection with any transaction otherwise permitted hereunder, any Agent upon receipt of a Collateral and Lien Release Officer's Certificate without any further authorization or consent from any Lender is authorized to release Collateral that is disposed of (other than to a Person that is, or that is required to be, in each case at the time of such sale, transfer or other disposition, a Loan Party (but disregarding the grace period provided for Section 8.14(a)(ii)) or whose owner ceases to be a Restricted Subsidiary of the Parent Borrower) and any Guarantor that ceases to be a Restricted Subsidiary of the Parent Borrower or otherwise ceases to be required to be a Guarantor under the Loan Documents and to execute any intercreditor arrangements or releases or amendments to the Security Instruments to reflect the senior, pari passu or junior nature of any Liens associated with Debt permitted to be incurred (and so secured) hereunder (including, for the avoidance of doubt, Debt incurred pursuant to Section 9.02(b)(i), 9.02(b)(ii), 9.02(b)(x) or 9.02(b)(xii) and secured pursuant to Section 9.03), in each case, pursuant to a transaction permitted by this Agreement.

Section 11.12 Merger, Conversion or Consolidation of Agents. Any corporation into which the Agents may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Agents shall be a party, or any corporation succeeding to the corporate trust and loan agency business of the Agents, shall be the successor of the Agents hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

ARTICLE XII
Miscellaneous

Section 12.01 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to Section 12.01(b)), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(i) if to the Borrowers (or either of them), to it at:

Hornbeck Offshore Services, Inc.
Hornbeck Offshore Services, LLC
103 Northpark Blvd., Suite 300

Covington, LA 70433
Attention: James O. Harp, Jr., Executive Vice President and Chief Financial Officer
Email: james.harp@hornbeckoffshore.com

with a copy to:

Hornbeck Offshore Services, Inc.
Hornbeck Offshore Services, LLC
103 Northpark Blvd., Suite 300
Covington, LA 70433
Attention: Samuel A. Giberga, Executive Vice President, General Counsel and Chief Compliance Officer
Email: Samuel.giberga @hornbeckoffshore.com

(ii) if to the Administrative Agent, to it at

Wilmington Trust, National Association
Suite 1290, 50 South Sixth Street
Minneapolis, MN 55402
Attention: Nikki Kroll, Banking Officer
Email: nkroll@wilmingtontrust.com

(iii) if to Collateral Agent, to it at:

Wilmington Trust, National Association
Suite 1290, 50 South Sixth Street
Minneapolis, MN 55402
Attention: Nikki Kroll, Banking Officer
Email: nkroll@wilmingtontrust.com

(iv) if to any other Lender, to it at its address (or telecopy number) set forth on its signature page hereto, as the same may be updated from time to time by written notice to the Administrative Agent and the Borrowers.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Articles II, III, IV and V unless otherwise agreed by the Administrative Agent and the applicable Lender. Notices and other communications to the Borrowers may be delivered or furnished by electronic communications; provided that, unless receipt of such electronic communication is acknowledged by the Borrowers, such communication is followed by telephonic and hard copy communication as well. The Administrative Agent may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(c) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

Section 12.02 Waivers; Amendments.

(a) No failure on the part of the Administrative Agent or any Lender to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege, or any abandonment or discontinuance of steps to enforce such right, power or privilege, under any of the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under any of the Loan Documents preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the Administrative Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by the Parent Borrower, the Co-Borrower or any other Loan Party therefrom shall in any event be effective unless the same shall be permitted by Section 12.02(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent or any other Lender may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any provision hereof nor any Security Instrument nor any provision thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrowers and the Required Lenders or by the Borrowers and the Administrative Agent with the consent of the Required Lenders (or the deemed approval, waiver or consent of the Required Lenders based on the approval, waiver or consent of the First Lien Required Lenders, as specifically provided herein); provided that no such agreement shall

(i) increase the Commitment of any Lender without the written consent of such Lender,

(ii) reduce the principal amount of any Loan or reduce the rate of interest thereon, or reduce any fees payable hereunder, or reduce any other Indebtedness hereunder or under any other Loan Document, without the written consent of each Lender affected thereby,

(iii) postpone the scheduled date of payment or prepayment of the principal amount of any Loan, or any interest thereon, or any fees payable hereunder, or any other Indebtedness hereunder or under any other Loan Document, or reduce the amount of, waive or excuse any such payment, or postpone or extend the Maturity Date without the written consent of each Lender affected thereby,

(iv) change Section 4.01(b) or Section 4.01(c) in a manner that would alter the pro rata sharing of payments required thereby or change Section 10.02(c), in each case, without the written consent of each Lender,

(v) release all or substantially all of the collateral or all or substantially all of the value of the guarantees of the Indebtedness made by the Guarantors without the written consent of each Lender,

(vi) change any of the provisions of this Section 12.02(b) or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or under any other Loan Documents or make any determination or grant any consent hereunder or any other Loan Documents, without the written consent of each Lender,

(vii) amend or modify Section 2.09 or any condition precedent to the incurrence of any Incremental Term Commitments or Incremental Term Loans, or otherwise amend this Agreement in any manner that would permit the incurrence of any additional Indebtedness hereunder, in each case without the consent of each Lender, or

(viii) affect the rights or duties of Lenders holding Loans of a particular Class (but not the Lenders holding Loans of any other Class), without the written consent of the requisite percentage in interest of the affected Class of Lenders that would be required to consent thereto if such Class of Lenders was the only Class;

provided, further that no such agreement shall amend, modify or otherwise affect the rights or duties of any Agent hereunder or under any other Loan Document without the prior written consent of such Agent.

(c) Notwithstanding anything to the contrary contained in this Section 12.02, the Administrative Agent may, with the consent of the Borrowers only, amend, modify or supplement this Agreement or any of the other Loan Documents to correct any clerical errors or cure any ambiguity, omission, mistake, defect or inconsistency so long as such correction is not materially adverse to the Lenders as certified in an Officer's Certificate.

(d) The Security Instruments and related documents in connection with this Agreement and the other Loan Documents may be in a form reasonably determined by the Administrative Agent and the Collateral Agent and may be, together with this Agreement, amended, supplemented and waived with the consent of the Administrative Agent and the Collateral Agent at the request of the Borrowers without the need to obtain the consent of any other Lender if such amendment, supplement or waiver is delivered in order (i) to comply with local law or advice of local counsel, or (ii) to cause such Security Instruments or other documents to be consistent with this Agreement and the other Loan Documents, including, without limitation, Section 6.02, so long as such facts are certified in an Officer's Certificate.

Section 12.03 Expenses, Indemnity; Damage Waiver.

(a) The Borrowers shall pay (i) all reasonable out-of-pocket fees and expenses incurred by the Agents and their respective Affiliates, including, without limitation, the reasonable fees, charges and disbursements of counsel for the Agents (but limited to one primary counsel for the Agents and their respective Affiliates, collectively and in each case, if necessary, one local counsel in each relevant jurisdiction (which may include a single special counsel acting in multiple jurisdictions) and special counsel for each relevant specialty (and, in the case of an actual conflict of interest, where the party affected by such conflict, informs the Borrowers of such conflict and thereafter retains its own counsel, of another firm of counsel for each such affected person)), the reasonable travel, photocopy, mailing, courier, telephone and other similar expenses, in connection with the preparation, negotiation, execution, delivery and administration (both before and after the execution hereof and including advice of counsel to the Agents and/or the Lenders as to the rights and duties of the Administrative Agent and the Lenders with respect thereto) of this Agreement and the other Loan Documents and any amendments, modifications or waivers of or consents related to the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all costs, expenses, Taxes, assessments and other charges incurred by any Agent or any Lender in connection with any filing, registration, recording or perfection of any security interest contemplated by this Agreement or any Security Instrument or any other document referred to therein, and (iii) all out-of-pocket fees and expenses incurred by any Agent or any Lender, including the fees, charges and disbursements of any counsel for any Agent or any Lender (but limited to one primary counsel for each of (x) the Agents and their respective Affiliates, collectively and (y) the Lenders and their respective Affiliates, collectively, and in each case, if necessary, one local counsel in each relevant jurisdiction (which may include a single special counsel acting in multiple jurisdictions) and special counsel for each relevant specialty (and, in the case of an actual conflict of interest, where the party affected by such conflict, informs the Borrowers of such conflict and thereafter retains its own counsel, of another firm of counsel for each such affected person)), in connection with the enforcement or protection of its rights in connection with this Agreement or any other Loan Document, including its rights under this Section 12.03, and including, without limitation, all such out-of-pocket expenses incurred during any workout or restructuring in respect of such Loans.

(b) THE BORROWERS SHALL INDEMNIFY THE ADMINISTRATIVE AGENT AND EACH LENDER, AND EACH RELATED PARTY OF ANY OF THE FOREGOING PERSONS (EACH SUCH PERSON BEING CALLED AN "INDEMNITEE") AGAINST, AND HOLD EACH INDEMNITEE HARMLESS FROM, ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES, FEES AND RELATED EXPENSES, INCLUDING THE FEES, CHARGES AND DISBURSEMENTS OF ANY COUNSEL FOR ANY INDEMNITEE, INCURRED BY OR ASSERTED AGAINST ANY INDEMNITEE ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF (i) THE EXECUTION OR DELIVERY OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE PERFORMANCE BY THE PARTIES HERETO OR THE PARTIES TO ANY OTHER LOAN DOCUMENT OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER OR THEREUNDER OR THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY OR BY ANY OTHER LOAN DOCUMENT, (ii) THE FAILURE OF THE PARENT BORROWER OR ANY SUBSIDIARY TO COMPLY WITH THE TERMS OF ANY LOAN DOCUMENT, INCLUDING THIS AGREEMENT, OR WITH ANY GOVERNMENTAL REQUIREMENT, (iii) ANY INACCURACY OF ANY REPRESENTATION OR ANY BREACH OF ANY WARRANTY OR COVENANT OF ANY LOAN PARTY SET FORTH IN ANY OF THE

LOAN DOCUMENTS OR ANY INSTRUMENTS, DOCUMENTS OR CERTIFICATIONS DELIVERED IN CONNECTION THEREWITH, (iv) ANY LOAN OR THE USE OF THE PROCEEDS THEREFROM, (v) ANY OTHER ASPECT OF THE LOAN DOCUMENTS, (vi) THE OPERATIONS OF THE BUSINESS OF THE PARENT BORROWER AND ITS SUBSIDIARIES BY THE PARENT BORROWER AND ITS SUBSIDIARIES, (vii) ANY ASSERTION THAT THE LENDERS WERE NOT ENTITLED TO RECEIVE THE PROCEEDS RECEIVED PURSUANT TO THE SECURITY INSTRUMENTS, (viii) ANY ENVIRONMENTAL LAW APPLICABLE TO THE PARENT BORROWER OR ANY SUBSIDIARY OR ANY OF THEIR PROPERTIES, INCLUDING WITHOUT LIMITATION, THE PRESENCE, GENERATION, STORAGE, RELEASE, THREATENED RELEASE, USE, TRANSPORT, DISPOSAL, ARRANGEMENT OF DISPOSAL OR TREATMENT OF OIL, OIL AND GAS WASTES, SOLID WASTES OR HAZARDOUS SUBSTANCES ON ANY OF THEIR PROPERTIES, (ix) THE BREACH OR NON-COMPLIANCE BY THE PARENT BORROWER OR ANY SUBSIDIARY WITH ANY ENVIRONMENTAL LAW APPLICABLE TO THE PARENT BORROWER OR ANY SUBSIDIARY, (x) THE PAST OWNERSHIP BY THE PARENT BORROWER OR ANY SUBSIDIARY OF ANY OF THEIR PROPERTIES OR PAST ACTIVITY ON ANY OF THEIR PROPERTIES WHICH, THOUGH LAWFUL AND FULLY PERMISSIBLE AT THE TIME, COULD RESULT IN PRESENT LIABILITY, (xi) THE PRESENCE, USE, RELEASE, STORAGE, TREATMENT, DISPOSAL, GENERATION, THREATENED RELEASE, TRANSPORT, ARRANGEMENT FOR TRANSPORT OR ARRANGEMENT FOR DISPOSAL OF OIL, OIL AND GAS WASTES, SOLID WASTES OR HAZARDOUS SUBSTANCES ON OR AT ANY OF THE PROPERTIES OWNED OR OPERATED BY THE PARENT BORROWER OR ANY SUBSIDIARY OR ANY ACTUAL OR ALLEGED PRESENCE OR RELEASE OF HAZARDOUS MATERIALS ON OR FROM ANY PROPERTY OWNED OR OPERATED BY THE PARENT BORROWER OR ANY SUBSIDIARY, (xii) ANY ENVIRONMENTAL LIABILITY RELATED IN ANY WAY TO THE PARENT BORROWER OR ANY SUBSIDIARY, (xiii) ANY OTHER ENVIRONMENTAL, HEALTH OR SAFETY CONDITION IN CONNECTION WITH THE LOAN DOCUMENTS, OR (xiv) ANY ACTUAL OR PROSPECTIVE CLAIM, LITIGATION, INVESTIGATION OR PROCEEDING RELATING TO ANY OF THE FOREGOING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY AND REGARDLESS OF WHETHER ANY INDEMNITEE IS A PARTY THERETO, AND SUCH INDEMNITY SHALL EXTEND TO EACH INDEMNITEE NOTWITHSTANDING THE SOLE OR CONCURRENT NEGLIGENCE OF EVERY KIND OR CHARACTER WHATSOEVER, WHETHER ACTIVE OR PASSIVE, WHETHER AN AFFIRMATIVE ACT OR AN OMISSION, INCLUDING WITHOUT LIMITATION, ALL TYPES OF NEGLIGENT CONDUCT IDENTIFIED IN THE RESTATEMENT (SECOND) OF TORTS OF ONE OR MORE OF THE INDEMNITEES OR BY REASON OF STRICT LIABILITY IMPOSED WITHOUT FAULT ON ANY ONE OR MORE OF THE INDEMNITEES; PROVIDED THAT ANY OF THE ABOVE INDEMNITIES (EXCEPT FOR ANY INDEMNITIES REGARDING ENVIRONMENTAL LAW) SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE TO THE EXTENT THAT SUCH LOSSES, CLAIMS, DAMAGES, LIABILITIES OR RELATED EXPENSES ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO HAVE RESULTED FROM (X) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE OR (Y) ANY DISPUTE SOLELY AMONG INDEMNITEES (OTHER THAN ANY CLAIMS

AGAINST AN INDEMNITEE IN ITS CAPACITY OR IN FULFILLING ITS ROLE AS AN AGENT OR ARRANGER OR ANY SIMILAR ROLE HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT AND OTHER THAN ANY CLAIMS ARISING OUT OF ANY ACT OR OMISSION OF THE PARENT BORROWER OR ANY OF ITS SUBSIDIARIES).

(c) To the extent any Agent is not reimbursed and/or indemnified by the Borrowers in accordance with the provisions of this Agreement, the Lenders will reimburse and indemnify such Agent, severally and not jointly, in proportion to each Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought), for and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, costs, expenses or disbursements of whatsoever kind or nature which may be imposed on, asserted against or incurred by such Agent in connection with or arising out of any act or omission of such Agent related to its duties hereunder or under any other Loan Document or the performance thereof or in any way relating to or arising out of this Agreement or any other Loan Document; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent's gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision). In the case of any investigation, litigation or proceeding giving rise to any claim for indemnification hereunder, this Section 12.03 applies whether any such investigation, litigation or proceeding is brought by any Lender or any other Person.

(d) To the extent permitted by applicable law, no party hereto shall assert, and each party hereto hereby waives, any claim against each other, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or the use of the proceeds thereof; provided that the foregoing shall not limit the Borrower's indemnification obligations pursuant to Section 12.03(b) to the extent such damages are included in any such claim that is entitled to such indemnification.

(e) All amounts due under this Section 12.03 shall be payable not later than ten (10) days after written demand therefor. This Section 12.03 shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

Section 12.04 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) except as expressly permitted by Section 9.04, no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by such Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 12.04. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in Section 12.04(c)) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of any Commitments and the Loans at the time owing to it) pursuant to an Assignment and Assumption Agreement substantially in the form of Exhibit G (an "Assignment") with the prior written consent of: (A) the Borrowers (such consent not to be unreasonably withheld); provided that no consent of the Borrowers shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund (as defined below) or, except as provided in clause (f) below, if an Event of Default under Section 10.01(a), (b), (h) or (i) has occurred and is continuing, any other Person; and (B) the Administrative Agent.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Loans, the amount of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment is delivered to the Administrative Agent) shall not be less than $1,000,000, unless each of the Borrowers and the Administrative Agent otherwise consent; provided, that simultaneous assignments to affiliated funds may be aggregated; provided, further, that no such consent of the Borrowers shall be required if an Event of Default under Section 10.01(a), (b), (h) or (i) has occurred and is continuing;

(B) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment, together with a processing and recordation fee of $3,500; provided that (x) the Administrative Agent may, in its sole discretion, elect to waive or reduce such processing and recordation fee in the case of any assignment and (y) simultaneous assignments to affiliated funds shall be deemed to constitute a single assignment for purposes of the foregoing;

(C) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire; and

(D) notwithstanding anything to the contrary herein, no assignments shall be made to (1) the Parent Borrower or any of its Subsidiaries except as permitted by Section 12.04(g) or (2) any Lender if such Lender would request reimbursement for Indemnified Taxes pursuant to Section 5.03 or cannot comply with the requirements of Section 5.03(g).

(iii) Subject to Section 12.04(b)(iv) and the acceptance and recording thereof, from and after the effective date specified in each Assignment the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment, be released from its obligations under this Agreement (and, in the case of an Assignment

covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Section 5.01, Section 5.03 and Section 12.03 with respect to facts and circumstances occurring prior to the Effective Date). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 12.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 12.04(c)(i).

(iv) The Administrative Agent, acting for this purpose as an administrative agent of the Borrowers, shall maintain at one of its offices a copy of each Assignment delivered to it and a register for the recordation of the names, addresses and telecopy number of the Lenders, and the Commitment of, and principal amount (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire and applicable required tax forms (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in Section 12.04(b) and any written consent to such assignment required by Section 12.04(b), the Administrative Agent shall accept such Assignment and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register after meeting the requirements provided in this Section 12.04(b).

(c) (i) Any Lender may, without the consent of the Borrowers or the Administrative Agent, sell participations to one or more Lenders or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrowers, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the proviso to Section 12.02 that affects such Participant. In addition such agreement must provide that the Participant be bound by the provisions of Section 12.03. Subject to Section 12.04(c)(ii), the Borrowers agree that each Participant shall be entitled to the benefits of Sections 5.01 and 5.03 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 12.04(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 12.08 as though it were a Lender; provided such Participant agrees to be subject to Section 4.01(c) as though it were a Lender.

(ii) A Participant shall not be entitled to receive any greater payment under Section 5.03 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrowers' prior written consent or to extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. A Participant shall not be entitled to the benefits of Section 5.03 unless such Participant agrees to comply with Section 5.03(g) as though it were a Lender (it being understood that the documentation shall be delivered to the participating Lender).

(iii) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) and Proposed Treasury Regulations 1.163-5(b) of the United States Treasury Regulations (or any successor version). The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including, without limitation, any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section 12.04(d) shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that affects such Participant. Each Lender that sells a participation agrees, at the Borrowers' request and expense, to use reasonable efforts to cooperate with the Borrowers to effectuate the provisions of Section 2.07 with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 12.08 as though it were a Lender; provided that such Participant agrees to be

subject to Section 4.01 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(f) Notwithstanding anything in this Agreement to the contrary, in no event shall any Lender or Participant assign any portion of or sell any participations in its rights and obligations under this Agreement to a competitor of the Parent Borrower or a Subsidiary in the business of providing the services of offshore supply vessels, or offshore service vessels (including, without limitation, crew boats, fast supply vessels, multi-purpose support vessels, construction vessels, anchor handling towing supply vessels, tugs, double hulled tank barges and double hulled tankers or other complementary offshore marine vessels) or any other marine vessel business, including any logistics services related thereto or any ancillary, complementary or related line of business, or an Affiliate of any such competitor. This prohibition shall be included in any documentation effecting an assignment of any interest herein or in any Loans and any attempted assignment in violation of this provision shall be void ab initio.

(g) Notwithstanding anything in this Agreement to the contrary, any Lender may, at any time, assign all or a portion of its Loans on a non-pro rata basis to the Borrowers pursuant to open market purchases or in accordance with the procedures set forth on Exhibit I, pursuant to an offer made by the Borrowers available to all Lenders on a pro rata basis (a "Dutch Auction"), subject to the following limitations:

(i) the Borrowers shall represent and warrant, as of the date of the launch of the Dutch Auction and on the date of any such assignment, that neither it, its Affiliates nor any of its respective directors or officers has any Excluded Information that has not been disclosed to the Lenders generally (other than to the extent any such Lender does not wish to receive material non-public information with respect to the Parent Borrower or its Subsidiaries or any of their respective securities) prior to such date;

(ii) immediately and automatically, without any further action on the part of the Borrowers, any Lender, the Administrative Agent or any other Person, upon the effectiveness of such assignment of Loans from a Lender to the Borrowers, such Loans and all rights and obligations as a Lender related thereto shall, for all purposes under this Agreement, the other Loan Documents and otherwise, be deemed to be irrevocably prepaid (provided that the Borrowers shall also pay any applicable premium or call protection), terminated, extinguished, cancelled and of no further force and effect and the Borrowers shall neither obtain nor have any rights as a Lender hereunder or under the other Loan Documents by virtue of such assignment;

(iii) the Borrowers shall not use the proceeds of any Loans for any such assignment; and

(iv) no Event of Default shall have occurred and be continuing before or immediately after giving effect to such assignment.

Section 12.05 Survival; Revival; Reinstatement.

(a) All covenants, agreements, representations and warranties made by the Borrowers herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and so long as the Commitments have not expired or terminated. The provisions of Sections 3.05, 5.01, 5.03 and 12.03 and Article XI shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the resignation or removal of any Agent, the expiration or termination of the Commitments or the termination of this Agreement, any other Loan Document or any provision hereof or thereof.

(b) To the extent that any payments on the Indebtedness or proceeds of any Collateral are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, debtor in possession, receiver or other Person under any Debtor Relief Law, common law or equitable cause, then to such extent, the Indebtedness so satisfied shall be revived and continue as if such payment or proceeds had not been received and the Administrative Agent's and the Lenders' Liens, rights, powers and remedies under this Agreement and each Loan Document shall continue in full force and effect. In such event, each Loan Document shall be automatically reinstated and the Borrowers shall take such action as may be reasonably requested by the Administrative Agent (as directed by the Required Lenders) to effect such reinstatement.

Section 12.06 Counterparts; Integration; Effectiveness.

(a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement and signature pages for all purposes.

(b) This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent or the Lenders constitute the entire contract among the parties relating to the subject matter hereof and thereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof and thereof.

(c) Except as provided in Section 6.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 12.07 Severability. Any provision of this Agreement or any other Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof or thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 12.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the account of the Borrowers or any other Loan Party against any and all of the obligations of the Borrowers or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Lender or their respective Affiliates, irrespective of whether or not such Lender or Affiliate shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrowers or such Loan Party may be contingent or unmatured or are owed to a branch, office or Affiliate of such Lender different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness. The rights of each Lender and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender or their respective Affiliates may have. Each Lender agrees to notify the Borrowers and the Administrative Agent promptly after any such setoff and application; provided that the failure to give such notice shall not affect the validity of such setoff and application.

Section 12.09 GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL.

(a) THIS AGREEMENT AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO ANY LOAN DOCUMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HEREBY ACCEPTS FOR ITSELF

AND (TO THE EXTENT PERMITTED BY LAW) IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS; PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE (I) ANY AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS UNDER THE LOAN DOCUMENTS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE ADMINISTRATIVE AGENT OR THE COLLATERAL AGENT OR (II) ANY PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT. EACH PARTY HEREBY AGREES THAT A FINAL JUDGMENT IN ANY SUCH LEGAL ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS.

(c) EACH PARTY HEREBY (i) IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN; (ii) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR ADMINISTRATIVE AGENT OR COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (iii) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, THE LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION 12.09.

Section 12.10 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 12.11 Confidentiality. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed

(a) to its and its Affiliates' directors, officers, employees and Administrative Agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential),

(b) to the extent requested by any regulatory authority,

(c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process,

(d) to any other party to this Agreement or any other Loan Document,

(e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder,

(f) subject to an agreement containing provisions substantially the same as those of this Section 12.11, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any Hedging Obligation relating to the Parent Borrower or the Co-Borrower, as applicable, and its obligations,

(g) with the consent of the Borrowers or

(h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 12.11 or (ii) becomes available to the Administrative Agent or any Lender on a nonconfidential basis from a source other than the Borrowers.

For the purposes of this Section 12.11, "Information" means all information received from the Parent Borrower or any Subsidiary relating to the Borrowers or any Subsidiary and their businesses, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by the Parent Borrower or a Subsidiary; provided that, in the case of information received from the Parent Borrower or any Subsidiary after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section 12.11 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Section 12.12 Interest Rate Limitation. It is the intention of the parties hereto that each Lender shall conform strictly to usury laws applicable to it. Accordingly, if the transactions contemplated hereby would be usurious as to any Lender under laws applicable to it (including the laws of the United States of America and the State of New York or any other jurisdiction whose laws may be mandatorily applicable to such Lender notwithstanding the other provisions of this Agreement), then, in that event, notwithstanding anything to the contrary in any of the Loan Documents or any agreement entered into in connection with or as security for the Loans, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under law applicable to any Lender that is contracted for, taken, reserved, charged or received by such Lender under any of the Loan Documents or agreements or otherwise in connection with the Loans shall under no circumstances exceed the maximum amount allowed by such applicable law, and any excess shall be canceled automatically and if theretofore paid shall be credited by such Lender on the principal amount of the Indebtedness (or, to the extent that the principal amount of the Indebtedness shall have been or would thereby be paid in full, refunded by such Lender to the Borrowers); and (ii) in the event that the maturity of the Loans is accelerated by reason of an

election of the holder thereof resulting from any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to any Lender may never include more than the maximum amount allowed by such applicable law, and excess interest, if any, provided for in this Agreement or otherwise shall be canceled automatically by such Lender as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited by such Lender on the principal amount of the Indebtedness (or, to the extent that the principal amount of the Indebtedness shall have been or would thereby be paid in full, refunded by such Lender to the Borrowers). All sums paid or agreed to be paid to any Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by law applicable to such Lender, be amortized, prorated, allocated and spread throughout the stated term of the Loans evidenced by the Notes until payment in full so that the rate or amount of interest on account of any Loans hereunder does not exceed the maximum amount allowed by such applicable law. If at any time and from time to time (i) the amount of interest payable to any Lender on any date shall be computed at the Highest Lawful Rate applicable to such Lender pursuant to this Section 12.12 and (ii) in respect of any subsequent interest computation period the amount of interest otherwise payable to such Lender would be less than the amount of interest payable to such Lender computed at the Highest Lawful Rate applicable to such Lender, then the amount of interest payable to such Lender in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to such Lender until the total amount of interest payable to such Lender shall equal the total amount of interest which would have been payable to such Lender if the total amount of interest had been computed without giving effect to this Section 12.12.

Section 12.13 No Third Party Beneficiaries. This Agreement, the other Loan Documents, and the agreement of the Lenders to make Loans hereunder are solely for the benefit of the Borrowers, the Guarantors and no other Person (including, without limitation, any Subsidiary of the Borrowers, any Subsidiary of the Guarantors, any obligor, contractor, subcontractor, supplier or materialsman) shall have any rights, claims, remedies or privileges hereunder or under any other Loan Document against the Administrative Agent or any Lender for any reason whatsoever. There are no third party beneficiaries other than the Guarantors.

Section 12.14 Electronic Communications.

(a) The Borrowers hereby agree that, unless otherwise requested by the Administrative Agent, each will provide to the Administrative Agent all information, documents and other materials that it is obligated to furnish to the Administrative Agent pursuant to the Loan Documents, including, without limitation, all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication that (i) relates to a request for a new Borrowing or other extension of credit, (ii) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (iii) provides notice of any Default or Event of Default under this Agreement, (iv) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement and/or any Borrowing or other extension of credit hereunder or (v) initiates or responds to legal process (all such non-excluded information being referred to herein collectively as the "Communications") by transmitting the Communications in an electronic/soft medium (provided such Communications contain any required signatures) in a format acceptable to the Administrative Agent, to such e-mail address designated by the Administrative Agent from time

to time. Each of the Agents and the Lenders hereby agrees that, unless otherwise requested by the Borrowers, to the extent such Agent or Lender delivers or furnishes any communication hereunder to the Loan Parties by electronic communications, unless receipt of such electronic communication is acknowledged by the Borrowers, such Agent or Lender will provide such notice or communication by telephone and hard copy communication as well.

(b) Each party hereto agrees that the Administrative Agent may make the Communications available to the Lenders by posting the Communications on IntraLinks or another relevant website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent) (the "Platform"). Nothing in this Section 12.14 shall prejudice the right of the Administrative Agent to make the Communications available to the Lenders in any other manner specified in the Loan Documents.

(c) The Parent Borrower hereby acknowledges that certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non- public information with respect to the Parent Borrower or its securities) (each, a "Public Lender"). The Parent Borrower hereby agrees that (i) Communications that may not be made available to Public Lenders shall be clearly and conspicuously marked "PRIVATE" which, at a minimum, shall mean that the word "PRIVATE" shall appear prominently on the first page thereof, (ii) by not marking Communications "PRIVATE," the Parent Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Communications as either publicly available information or not material information (although it may be sensitive and proprietary) with respect to the Parent Borrower or its securities for purposes of United States federal and state securities laws, (iii) all Communications not marked "PRIVATE" are permitted to be made available through a portion of the Platform designated "Public Lender," and (iv) the Administrative Agent shall be entitled to treat any Communications that are marked "PRIVATE" as being suitable only for posting on a portion of the Platform not designated "Public Lender."

(d) Each Lender agrees that e-mail notice to it (at the address provided pursuant to the next sentence and deemed delivered as provided in the next paragraph) specifying that Communications have been posted to the Platform shall constitute effective delivery of such Communications to such Lender for purposes of the Loan Documents. Each Lender agrees (i) to notify the Administrative Agent in writing (including by electronic communication) from time to time to ensure that the Administrative Agent has on record an effective e-mail address for such Lender to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such e-mail address.

(e) Each party hereto agrees that any electronic communication referred to in this Section 12.14 shall be deemed delivered upon the posting of a record of such communication (properly addressed to such party at the e-mail address provided to the Administrative Agent) as "sent" in the e-mail system of the sending party or, in the case of any such communication to the Administrative Agent, upon the posting of a record of such communication as "received" in the e-mail system of the Administrative Agent; provided that if such communication is not so received by the Administrative Agent during the normal business hours of the Administrative Agent, such communication shall be deemed delivered at the opening of business on the next Business Day for the Administrative Agent.

(f) Each party hereto acknowledges that (i) the distribution of material through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution, (ii) the Communications and the Platform are provided "as is" and "as available," (iii) none of the Administrative Agents, their affiliates nor any of their respective officers, directors, employees, Administrative Agents, advisors or representatives (collectively, the "Administrative Agent Parties") warrants the adequacy, accuracy or completeness of the Communications or the Platform, and each Administrative Agent Party expressly disclaims liability for errors or omissions in any Communications or the Platform, and (iv) no warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third party rights or freedom from viruses or other code defects, is made by any Administrative Agent Party in connection with any Communications or the Platform.

Section 12.15 USA Patriot Act Notice. Each Lender and the Administrative Agent hereby notifies the Borrowers that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies the Borrowers, which information includes the names and addresses of each of the Borrowers and other information that will allow such Lender to identify the Borrowers in accordance with the USA PATRIOT Act. The Borrowers hereby each agree that it will provide each Lender and the Administrative Agent with such information as they may request in order to satisfy the requirement of the USA PATRIOT Act.

Section 12.16 Acknowledgement and Consent to Bail-In Action. Notwithstanding any other term of any Loan Document or any other agreement, arrangement or understanding between the parties hereto, each party hereto acknowledges and accepts any liability of any EEA Financial Institution arising under any Loan Document may be subject to the Write-Down and Conversion Powers of a Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by a Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution;

(b) the effects of any Bail-In Action in relation to any such liability, including (without limitation) (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability; (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under any Loan Document; and (iii) a cancellation of any such liability; or

(c) a variation of any term of any Loan Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

Section 12.17 Intercreditor Agreements.

(a) Each Lender hereunder authorizes and instructs the Agents to enter into each Intercreditor Agreement as and when contemplated hereunder (including, in each case, any and all amendments, amendments and restatements, modifications, supplements and acknowledgements thereto permitted hereby from time to time) as the Agents, in each case, on behalf of such Lender, and by its acceptance of the benefits of the Security Instruments, hereby acknowledges and agrees to be bound by all such provisions to the extent in effect. Notwithstanding anything herein to the contrary, each Lender, the Administrative Agent and the Collateral Agent acknowledges that the Lien and security interest granted to the Collateral Agent pursuant to the Security Instruments and the exercise of any right or remedy by the Administrative Agent and/or the Collateral Agent thereunder, are subject to the provisions of the Intercreditor Agreements to the extent in effect. In the event of a conflict or any inconsistency between the terms of either Intercreditor Agreement and the Security Instruments, the terms of the applicable Intercreditor Agreement shall prevail to the extent then in effect.

(b) In connection with the incurrence by any Loan Party of Debt under the Revolver Facility, any other Second Lien Debt or any Junior Lien Debt permitted to be incurred pursuant to the terms hereof, each of the Administrative Agent and the Collateral Agent agree to execute and deliver each applicable Intercreditor Agreement and/or any necessary supplements, joinders or confirmations to such Intercreditor Agreements and any amendments, amendments and restatements, restatements or waivers of or supplements to or other modifications to any Security Instrument, and to make or consent to any filings or take any other actions in connection therewith, as may be reasonably deemed by the Borrowers to be necessary or reasonably desirable for any Lien on the assets of any Loan Party permitted to secure such Debt to become a valid, perfected lien (with such priority as may be designated by the relevant Loan Party to the extent such priority is permitted by the Loan Documents) pursuant to the Security Instrument being so amended, amended and restated, restated, waived, supplemented or otherwise modified or otherwise.

Section 12.18 Force Majeure. In no event shall the Agents be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services; it being understood that the Agents shall use reasonable efforts that are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 12.19 Joint and Several Liability; Etc..

(a) The Borrowers shall have joint and several liability in respect of all Indebtedness hereunder without regard to any defense (other than the defense of payment), setoff or counterclaim which may at any time be available to or be asserted by any other Loan Party against the Lenders, or by any other circumstance whatsoever (with or without notice to or knowledge of the Borrowers) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrowers' liability hereunder, in bankruptcy or in any other instance, and such Indebtedness of the Borrowers shall not be conditioned or contingent upon the pursuit by the Lenders or any other person at any time of any right or remedy against the Borrowers or against any other person which may be or become liable in respect of all or any part of the Indebtedness or against any Collateral or guarantee therefor or right of offset with respect thereto. The

Borrowers hereby acknowledge that this Agreement is the independent and several obligation of each Borrower (regardless of which Borrower shall have delivered a Borrowing Request) and may be enforced against each Borrower separately, whether or not enforcement of any right or remedy hereunder has been sought against any other Borrower. Each Borrower hereby expressly waives, with respect to any of the Loans made to any other Borrower hereunder and any of the amounts owing hereunder by such other Loan Parties in respect of such Loans, diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that the Administrative Agent or any Lender exhaust any right, power or remedy or proceed against such other Loan Parties under this Agreement or any other Loan Document or any other agreement or instrument referred to herein or against any other person under any other guarantee of, or security for, any of such amounts owing hereunder.

(b) Without in any way affecting or limiting Section 12.19(a), (x) the Co-Borrower hereby agrees that all actions required or permitted to be taken hereunder by the Borrowers may be taken by the Parent Borrower on behalf of the Co-Borrower, and any such action so taken by the Parent Borrower shall be binding on the Co-Borrower and (y) the Parent Borrower hereby agrees that all actions required or permitted to be taken hereunder by the Borrowers may be taken by the Co-Borrower on behalf of the Parent Borrower, and any such action so taken by the Co-Borrower shall be binding on the Parent Borrower.

[SIGNATURES BEGIN NEXT PAGE]

The parties hereto have caused this Second Lien Term Loan Agreement to be duly executed as of the day and year first above written.

PARENT BORROWER: HORNBECK OFFSHORE SERVICES, INC.

By: /s/ James O. Harp, Jr.
Name: James O. Harp, Jr.
Title: Executive Vice President and
Chief Financial Officer

CO-BORROWER: HORNBECK OFFSHORE SERVICES, LLC

By: /s/ James O. Harp, Jr.
Name: James O. Harp, Jr.
Title: Executive Vice President and
Chief Financial Officer

ADMINISTRATIVE AGENT: WILMINGTON TRUST, NATIONAL ASSOCIATION

By: /s/ Nicole Kroll
Name: Nicole Kroll
Title: Assistant Vice President

COLLATERAL AGENT: WILMINGTON TRUST, NATIONAL ASSOCIATION

By: /s/ Nicole Kroll
Name: Nicole Kroll
Title: Assistant Vice President

[Lender signature pages on file with Administrative Agent]

SCHEDULE 1.01(a)

COMMITMENTS

[Schedule on file with Administrative Agent]

SCHEDULE 1.01(b)

INVESTMENT ENTITY VESSELS

VESSEL NAME	OFFICIAL NUMBER	FLAG	VESSEL OWNER
HOS ACHIEVER	1759	Vanuatu	Hornbeck Offshore Services, LLC
HOS BEAUFORT	1076186	U.S.	Hornbeck Offshore Services, LLC
HOS BRASS RING	2211	Brazil	Hornbeck Offshore Navegacao, Ltda.
HOS BRIGADOON	1077123	Mexico	HOS de Mexico, S. de R.L. de C.V.
HOS CORNERSTONE	1091051	U.S.	Hornbeck Offshore Trinidad & Tobago, LLC
HOS CROSSFIRE	1073262	Mexico	Hornbeck Offshore Services, LLC
HOS DAKOTA	1077124	Mexico	HOS de Mexico, S. de R.L. de C.V.
HOS DEEPWATER	1088301	Mexico	HOS de Mexico, S. de R.L. de C.V.
HOS DOMINATOR	1122403	U.S.	Hornbeck Offshore Services, LLC
HOS DOUGLAS	1088475	U.S.	Hornbeck Offshore Services, LLC
HOS EXPLORER	1076230	U.S.	HOS-IV, LLC
HOS HAWKE	1076185	Vanuatu	Hornbeck Offshore Services, LLC
HOS INNOVATOR	1108573	U.S.	Hornbeck Offshore Services, LLC
HOS IRON HORSE	1989	Mexico	HOS de Mexico II, S. de R.L. de C.V.
HOS NAVEGANTE	2247	Vanuatu	Hornbeck Offshore Services, LLC
HOS NOME	1097128	U.S.	Hornbeck Offshore Services, LLC
HOS PIONEER	1091418	U.S.	HOS-IV, LLC
HOS SAYLOR	8230	Vanuatu	Hornbeck Offshore Services, LLC
HOS SUPER H	1075422	U.S.	Hornbeck Offshore Services, LLC
HOS THUNDERFOOT	XCAR5	Mexico	HOS de Mexico, S. de R.L. de C.V.
HOS VOYAGER	1065076	U.S.	HOS-IV, LLC

SCHEDULE 7.05

LITIGATION

Gulf Island Shipyards, LLC v. Hornbeck Offshore Services, LLC

Case No. 201814866, 22 & JDC, St. Tammany Parish, La. Div. A.

SCHEDULE 7.06(f)

PROPERTY SUBJECT TO OPA

None.

SCHEDULE 7.14

SUBSIDIARIES

Each of the following Persons is a 100% owned subsidiary of Hornbeck Offshore Services, Inc.

Legal name: Hornbeck Offshore Services, LLC
Legal name: Hornbeck Offshore Transportation, LLC
Legal name: HOS-IV, LLC
Legal name: Hornbeck Offshore Trinidad & Tobago, LLC
Legal name: Hornbeck Offshore Operators, LLC
Legal name: Energy Services Puerto Rico, LLC
Legal name: HOS Port II, LLC
Legal name: Hornbeck Offshore International, LLC
Legal name: HOS Port, LLC
Legal name: Hornbeck Offshore Rigging Services & Equipment, LLC
Legal name: HOS International, Inc.
Legal name: Hornbeck Offshore Specialty Services, LLC
Legal name: KMS 124, LLC
Legal name: HOS WELLMAX Services, LLC

The following Person is a 100% owned subsidiary of Hornbeck Offshore Services, LLC

Legal name: HOS Holding, LLC

The following Person is a 49% owned subsidiary of Hornbeck Offshore Services, LLC

Legal name: Hornbeck Offshore Services de Mexico, S. de R.L. de C.V.

Each of the following Persons is a 99% owned subsidiary of Hornbeck Offshore Services, LLC and a 1% owned subsidiary of Hornbeck Offshore International, LLC

Legal name: HOS Leasing de Mexico, S.A. de C.V. SOFOM E.N.R.

Legal name: Hornbeck Offshore Operators de Mexico, S. de R.L. de C.V.

Each of the following Persons is a 100% owned subsidiary of Hornbeck Offshore International, LLC

Legal name: Hornbeck Offshore Cayman, Ltd.

Legal name: HOI Holding, LLC

The following Person is a 100% owned subsidiary of Hornbeck Offshore Cayman, Ltd.

Legal name: Seahorse Crew Management, Ltd.

The following Person is a 1% owned subsidiary of Hornbeck Offshore Services, LLC and a 99% owned subsidiary of Hornbeck Offshore International, LLC

Legal name: T.N. Percheron, S. de R.L. de C.V.

The following Person is a 1% owned subsidiary of Hornbeck Offshore Specialty Services, LLC and a 99% owned subsidiary of Hornbeck Offshore International, LLC

Legal name: HOS de Mexico, S. de R.L. de C.V.

The following Person is a 99% owned subsidiary of HOI Holding, LLC and a 1% owned subsidiary of HOS Holding, LLC

Legal name: HOS de Mexico II, S. de R.L. de C.V.

Each of the following Persons is a 0.01% owned subsidiary of Hornbeck Offshore Services, LLC and a 99.99% owned subsidiary of Hornbeck Offshore International, LLC

Legal name: Hornbeck Offshore Navegacao, Ltda.

Legal name: HON Navegacao II, Ltda.

SCHEDULE 7.15

LOCATION OF BUSINESS AND OFFICES

Borrower

Legal name:	Hornbeck Offshore Services, Inc.
Current location of chief executive office or principal place of business:	103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433
Jurisdiction of organization:	Delaware
Organization number:	2757751

Each of the following Persons is a 100% owned subsidiary of Hornbeck Offshore Services, Inc.

Subsidiaries

Legal name:	Hornbeck Offshore Services, LLC
Current location of chief executive office or principal place of business:	103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433
Jurisdiction of organization:	Delaware
Organization number:	2603868
Legal name:	Hornbeck Offshore Transportation, LLC
Current location of chief executive office or principal place of business:	103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433
Jurisdiction of organization:	Delaware
Organization number:	3469782
Legal name:	HOS-IV, LLC
Current location of chief executive office or principal place of business:	103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433

Jurisdiction of organization:	Delaware
Organization number:	3664519
Legal name:	Hornbeck Offshore Trinidad & Tobago, LLC
Current location of chief executive office or principal place of business:	103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433
Jurisdiction of organization:	Delaware
Organization number:	3756721
Legal name:	Hornbeck Offshore Operators, LLC
Current location of chief executive office or principal place of business:	103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433
Jurisdiction of organization:	Delaware
Organization number:	2757747
Legal name:	Energy Services Puerto Rico, LLC
Current location of chief executive office or principal place of business:	103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433
Jurisdiction of organization:	Delaware
Organization number:	3469783
Legal name:	HOS Port II, LLC
Current location of chief executive office or principal place of business:	103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433
Jurisdiction of organization:	Delaware
Organization number:	3855226

Legal name:	Hornbeck Offshore International, LLC
Current location of chief executive office or principal place of business:	103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433
Jurisdiction of organization:	Delaware
Organization number:	3920301
Legal name:	HOS Port, LLC
Current location of chief executive office or principal place of business:	103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433
Jurisdiction of organization:	Delaware
Organization number:	4077391
Legal name:	Hornbeck Offshore Rigging Services & Equipment, LLC
Current location of chief executive office or principal place of business:	103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433
Jurisdiction of organization:	Delaware
Organization number:	4366577
Legal name:	HOS International, Inc.
Current location of chief executive office or principal place of business:	103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433
Jurisdiction of organization:	Delaware
Organization number:	5503861
Legal name:	Hornbeck Offshore Specialty Services, LLC
Current location of chief executive office or principal place of business:	103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433

Jurisdiction of organization:	Delaware
Organization number:	4379725
Legal name:	KMS 124, LLC
Current location of chief executive office or principal place of business:	103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433
Jurisdiction of organization:	Delaware
Organization number:	5747799
Legal name:	HOS WELLMAX Services, LLC
Current location of chief executive office or principal place of business:	103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433
Jurisdiction of organization:	Delaware
Organization number:	5812928

The following Person is a 100% owned subsidiary of Hornbeck Offshore Services, LLC

Legal name:	HOS Holding, LLC
Current location of chief executive office or principal place of business:	103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433
Jurisdiction of organization:	Delaware
Organization number:	6671628

The following Person is a 49% owned subsidiary of Hornbeck Offshore Services, LLC

Legal name:	Hornbeck Offshore Services de Mexico, S. de R.L. de C.V.
Current location of chief executive office or principal place of business:	103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433
Jurisdiction of organization:	Mexico
Organization number:	389382

Each of the following Persons is a 99% owned subsidiary of Hornbeck Offshore Services, LLC and a 1% owned subsidiary of Hornbeck Offshore International, LLC

Legal name:	HOS Leasing de Mexico, S.A. de C.V. SOFOM E.N.R.
Current location of chief executive office or principal place of business:	103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433
Jurisdiction of organization:	Mexico
Organization number:	98203
Legal name:	Hornbeck Offshore Operators de Mexico, S. de R.L. de C.V.
Current location of chief executive office or principal place of business:	103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433
Jurisdiction of organization:	Mexico
Organization number:	390994

Each of the following Persons is a 100% owned subsidiary of Hornbeck Offshore International, LLC

Legal name:	Hornbeck Offshore Cayman, Ltd.
Current location of chief executive office or principal place of business:	103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433
Jurisdiction of organization:	Cayman Islands
Organization number:	CT 145149
Legal name:	HOI Holding, LLC
Current location of chief executive office or principal place of business:	103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433
Jurisdiction of organization:	Delaware
Organization number:	6671625

The following Person is a 100% owned subsidiary of Hornbeck Offshore Cayman, Ltd.

Legal name:	Seahorse Crew Management, Ltd.
Current location of chief executive office or principal place of business:	103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433
Jurisdiction of organization:	Cayman Islands
Organization number:	CT 145162

The following Person is a 1% owned subsidiary of Hornbeck Offshore Services, LLC and a 99% owned subsidiary of Hornbeck Offshore International, LLC

Legal name:	T.N. Percheron, S. de R.L. de C.V.
Current location of chief executive office or principal place of business:	103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433
Jurisdiction of organization:	Mexico
Organization number:	5252911

The following Person is a 1% owned subsidiary of Hornbeck Offshore Specialty Services, LLC and a 99% owned subsidiary of Hornbeck Offshore International, LLC

Legal name:	HOS de Mexico, S. de R.L. de C.V.
Current location of chief executive office or principal place of business:	103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433
Jurisdiction of organization:	Mexico
Organization number:	5250481

The following Person is a 99% owned subsidiary of HOI Holding, LLC and a 1% owned subsidiary of HOS Holding, LLC

Legal name:	HOS de Mexico II, S. de R.L. de C.V.
Current location of chief executive office or principal place of business:	103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433
Jurisdiction of organization:	Mexico
Organization number:	N2018024136

Each of the following Persons is a 0.01% owned subsidiary of Hornbeck Offshore Services, LLC and a 99.99% owned subsidiary of Hornbeck Offshore International, LLC

Legal name:	Hornbeck Offshore Navegacao, Ltda.
Current location of chief executive office or principal place of business:	Avenida Paisagista Jose Silva de Azevadi Neto n200, Sala 201 Bloco 04 Barra da Tijuca, Rio de Janeiro, RJ CEP 2275-056
Jurisdiction of organization:	Brazil
Organization number:	11.022.104/0001-13
Legal name:	HON Navegacao II, Ltda.
Current location of chief executive office or principal place of business:	Rua Sa e Albuquerque N454, Sala 2D Jaragua, Maceio, AL CEP 57.022-180
Jurisdiction of organization:	Brazil
Organization number:	25.295.865/0001-53

SCHEDULE 7.16[1]

PROPERTIES; TITLES, ETC.

7.16(a)

- The Certificate of Classification for HOS BEIGNET expired on April 14, 2015.
- The Certificate of Classification for HOS BOUDIN expired on April 30, 2015.
- The Certificate of Classification for HOS WILDWING expired on November 22, 2015.
- The Certificate of Classification for HOS BRIMSTONE expired on June 12, 2017.
- The Certificate of Classification for HOS STORMRIDGE expired on August 9, 2017.
- The Certificate of Classification for HOS SANDSTORM expired on October 16, 2017.
- The Certificate of Classification for HOS BLUEWATER expired on March 15, 2018.
- The Certificate of Classification for HOS POLESTAR expired on April 25, 2018.
- The Certificate of Classification for HOS GEMSTONE expired on June 18, 2018.
- The Certificate of Classification for HOS SHOOTING STAR expired on July 9, 2018.
- The Certificate of Classification for HOS RESOLUTION expired on August 23, 2018.
- The Certificate of Classification for HOS GREYSTONE expired on September 16, 2018.
- The Certificate of Classification for HOS NORTH STAR expired on November 19, 2018.
- The Certificate of Classification for HOS CAYENNE expired on November 24, 2018.

7.16(c)

None.

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1 In order to satisfy the bringdown of the representation in Section 7.16(a) in connection with any future draw on the Commitments, we will add to this list any additional Stacked Vessels that comprise part of the Vessel Collateral for which the classification has expired and which Vessels have become ineligible to operate in the coastwise trade of the United States pending their reactivation and recertification.

SCHEDULE 7.17

HEDGING OBLIGATIONS

None.

SCHEDULE 8.14

VESSEL COLLATERAL

VESSEL NAME	OFFICIAL NUMBER
HOS BAYOU	1244577
HOS BEIGNET	1097129
HOS BLACK FOOT	1244582
HOS BLACK ROCK	1244583
HOS BLACK WATCH	1244581
HOS BLUEWATER	1136268
HOS BOUDIN	1088474
HOS BOURRE	1076184
HOS BRIARWOOD	1244594
HOS BRIMSTONE	1124426
HOS BROWNING	1225768
HOS CALEDONIA	1244585
HOS CAPTAIN	1244589
HOS CAROLINA	1244587
HOS CAROUSEL	1246522
HOS CAYENNE	1076117
HOS CEDAR RIDGE	1246521
HOS CENTERLINE	981472
HOS CHICORY	1076182
HOS CLAYMORE	1244588
HOS CLEARVIEW	1244579
HOS COLT	1253896
HOS COMMANDER	1244578
HOS COQUILLE	1076183
HOS CORAL	1214383
HOS CRESTVIEW	1244586
HOS CROCKETT	1244584
HOS GEMSTONE	1141952
HOS GREYSTONE	1144440
HOS LODE STAR	1205155
HOS MYSTIQUE	1205143
HOS NORTH STAR	1205154
HOS PINNACLE	1205149
HOS POLESTAR	1205152
HOS RED DAWN	1244590
HOS RED ROCK	1244591
HOS REMINGTON	1253895
HOS RENAISSANCE	1244592
HOS RESOLUTION	1205144
HOS RIDGEWIND	1114862
HOS RIVERBEND	1244595

HOS SANDSTORM	1124424
HOS SHOOTING STAR	1205153
HOS SILVER ARROW	1217911
HOS SILVERSTAR	1144439
HOS STORMRIDGE	1124421
HOS STRONGLINE	988333
HOS SWEET WATER	1217910
HOS WARLAND	1253611
HOS WARHORSE	1258860
HOS WILD HORSE	1258861
HOS WILDWING	1205151
HOS WINCHESTER	1225118
HOS WINDANCER	1205150
HOS WOODLAND	1253612

SCHEDULE 8.17

POST-CLOSING UNDERTAKINGS

1. In the event of an Asset Sale, subject to the Primary Intercreditor Agreement, the Borrowers will establish in accordance with Section 8.18 of the Credit Agreement a deposit account at a bank or other financial institution reasonably satisfactory to the Required Lenders that is subject to a "springing" account control agreement in favor of the Collateral Agent and into which are deposited the proceeds of any Asset Sale that either Borrower or a Restricted Subsidiary intends to apply in accordance with the definition of Excess Proceeds (and into which no other amounts are deposited, which account shall be available to use in accordance with Section 8.18 of Credit Agreement).

2. The Borrowers and the Guarantors will establish account control agreements with respect to deposit accounts, securities accounts and commodity accounts of the Borrowers and the Guarantors in favor of the Collateral Agent as provided for under and within the timeframe set forth in the Guaranty and Collateral Agreement.

3. Promptly upon completion of construction and delivery, the Co-Borrower will pledge and enter into a second preferred fleet mortgage for the benefit of the Secured Parties for each of the following vessels, subject to no other Liens other than Permitted Liens, and Liens granted by the Co-Borrower to secure any surety bond or letter of credit provided as a result of litigation disclosed in Schedule 7.05:

VESSEL NAME	OFFICIAL NUMBER
HOS WARHORSE	1258860
HOS WILD HORSE	1258861

4. No later than 30 days after the Effective Date, the Parent Borrower will cause its Subsidiaries to enter into a Subordination Letter of Undertaking whereby certain Subsidiaries of the Parent Borrower agree to subordinate their claims against the Vessel to the rights and claims of the Mortgagee.

5. No later than 30 days after the Effective Date (or such later date as the Lenders may agree in writing), the Parent Borrower shall have delivered to the Administrative Agent the agreed endorsements to the certificates of insurance delivered pursuant to Section 6.01(i) of the Credit Agreement.

6. No later than six (6) months after the Effective Date (or such later date as the Lenders may agree in writing), HOS de Mexico II, S. de R.L. de C.V. will pledge and enter into second preferred maritime mortgages for the benefit of the Secured Parties for each of the following vessels, subject to no other Liens other than Permitted Liens, and the Administrative Agent shall have received an opinion of Garza Tello Clyde & Co., Mexican counsel to the Borrowers and the Guarantors, substantially similar to the form of opinion of Garza Tello Clyde & Co. attached hereto that was delivered in connection with the First Lien Term Loan Agreement, in connection therewith:

VESSEL NAME	OFFICIAL NUMBER
HOS BROWNING	1225768
HOS CORAL	1214383
HOS CRESTVIEW	1244586
HOS REMINGTON	1253895
HOS SILVER ARROW	1217911
HOS WINCHESTER	1225118
HOS SWEET WATER	1217910

SCHEDULE 9.02

EFFECTIVE DATE DEBT

- The First Lien Term Loan Agreement, dated as of June 15, 2017, among the Parent Borrower, the Co-Borrower, Wilmington Trust, National Association, as the Administrative Agent and the Collateral Agent, and the lenders party thereto, as amended, restated, supplemented or otherwise modified from time to time in accordance with the requirements thereof.
- The 1.500% Convertible Senior Notes due 2019 issued pursuant to the 2019 Convertible Senior Notes Indenture, dated as of August 13, 2012, among the Parent Borrower, the Guarantors (as defined therein) party thereto and Wells Fargo, as trustee, as amended, restated, supplemented or otherwise modified from time to time in accordance with the requirements thereof.
- The 5.875% Senior Notes due 2020 issued pursuant to the 2020 Senior Notes Indenture, dated as of March 16, 2012, among the Parent Borrower, the Guarantors (as defined therein) party thereto and Wells Fargo, as trustee, as amended, restated, supplemented or otherwise modified from time to time in accordance with the requirements thereof.
- The 5.000% Senior Notes due 2021 issued pursuant to the 2021 Senior Notes Indenture, dated as of March 28, 2013, among the Parent Borrower, the Guarantors (as defined therein) party thereto and Wells Fargo, as trustee, as amended, restated, supplemented or otherwise modified from time to time in accordance with the requirements thereof.

SCHEDULE 9.03

EFFECTIVE DATE LIENS

Debtor	Secured Party	Date Filed	Filing Office	File Number	Collateral	Vessel
Hornbeck Offshore Services, LLC	Gulf Island Shipyards, LLC	02/17/17	Delaware Secretary of State	2017 1120028	All of Debtor's right, title and interest in and to all of the following: (a) the Vessel; (b) the Owner Furnished Items; (c) any and all other goods, equipment, components, Materials, supplies, and property at any time delivered to Secured Party for incorporation into, or that has been incorporated in, the Vessel; liens and privileges arising by operation of law asserted in litigation disclosed in Schedule 7.05	HOS Warhorse
Hornbeck Offshore Services, LLC	Gulf Island Shipyards, LLC	02/17/17	Delaware Secretary of State	2017 1120200	All of Debtor's right, title and interest in and to all of the following: (a) the Vessel; (b) the Owner Furnished Items; (c) any and all other goods, equipment, components, Materials, supplies, and property at any time delivered to Secured Party for incorporation into, or that has been incorporated in, the Vessel; liens and privileges arising by operation of law asserted in litigation disclosed in Schedule 7.05	HOS Wild Horse

Exhibit 10.2

SECOND LIEN GUARANTY AND COLLATERAL AGREEMENT

DATED AS OF
FEBRUARY 7, 2019

MADE BY

HORNBECK OFFSHORE SERVICES, INC.,

AS PARENT BORROWER,

HORNBECK OFFSHORE SERVICES, LLC,

AS CO-BORROWER,

AND

EACH OF THE OTHER OBLIGORS (AS DEFINED HEREIN)

IN FAVOR OF

WILMINGTON TRUST, NATIONAL ASSOCIATION,
AS COLLATERAL AGENT

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This SECOND LIEN GUARANTY AND COLLATERAL AGREEMENT (this "Agreement") is dated as of February 7, 2019 and is made by Hornbeck Offshore Services, Inc., a Delaware corporation (the "Parent Borrower"), Hornbeck Offshore Services, LLC, a Delaware limited liability company (the "Co-Borrower" and, together with the Parent Borrower, collectively, the "Borrowers" and each, a "Borrower") and each of the signatories hereto other than the Collateral Agent as defined below (the Borrowers and each of the signatories hereto (other than the Collateral Agent (as defined below)), together with any other Restricted Subsidiary of the Parent Borrower that becomes a party hereto from time to time after the date hereof pursuant to an Assumption Agreement or otherwise, the "Obligors"), in favor of Wilmington Trust, National Association, as collateral agent (in such capacity, together with its successors in such capacity, the "Collateral Agent"), for the financial institutions (the "Lenders") from time to time parties to the Second Lien Term Loan Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Lenders, the Collateral Agent and Wilmington Trust, National Association, as administrative agent (in such capacity, together with its successors in such capacity, the "Administrative Agent") and for the other Guaranteed Creditors (as defined below).

R E C I T A L S

A. The Borrowers have requested that the Lenders provide certain loans to the Borrowers pursuant to the Credit Agreement.

B. The Lenders have agreed to make such loans subject to the terms and conditions of the Credit Agreement.

C. It is a condition precedent to the obligation of the Lenders to make their respective Commitments to provide Loans to the Borrowers under the Credit Agreement that the Obligors shall have executed and delivered this Agreement to the Collateral Agent for the ratable benefit of the Lenders.

D. It is contemplated that one or more Obligors may incur certain Pari Passu Lien Debt and that the Credit Agreement Obligations (as defined below) and the Pari Passu Lien Obligations (as defined below) be secured on a second-priority, pari passu basis by the Collateral (as defined below) and, in the event that such Pari Passu Lien Debt is incurred, the Borrowers, the other Obligors from time to time party thereto, the Administrative Agent, the Collateral Agent, the Pari Passu Lien Representative and the Pari Passu Collateral Agent will enter into a Pari Passu Intercreditor Agreement, which will set forth the rights and remedies of the Guaranteed Creditors (as defined below) in the Collateral as amongst each other.

NOW, THEREFORE, in consideration of the premises herein and to induce the Collateral Agent and the Lenders to enter into the Credit Agreement, to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder and to induce the lenders under the Pari Passu Lien Documents to make extensions of credit thereunder, each Obligor hereby agrees with the Collateral Agent, for the ratable benefit of the Guaranteed Creditors, as follows:

ARTICLE I
Definitions

Section 1.01 Definitions.

(a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meanings given to them in the Credit Agreement, and terms not otherwise defined herein but that are defined in the UCC on the date hereof shall have the meanings given them in the UCC when used herein in such context; provided that no UCC terms shall be deemed to include Excluded Assets.

(b) The following terms have the following meanings:

"Account Control Agreement" means, with respect to any Deposit Account or Securities Account of any Obligor that is not an Excluded Account, and with respect to the Collateral Proceeds Account, an agreement or agreements in form and substance reasonably acceptable to the Collateral Agent and the Required Lenders (it being understood that if approved by the First Lien Required Lenders, it shall be deemed approved by the Required Lenders) among the applicable Obligor, the Collateral Agent and the First Lien Collateral Agent and such other bank or banks governing such Deposit Account or Securities Account pursuant to which the security interest of the Collateral Agent in such Deposit Account or Securities Account and the assets deposited therein shall be perfected.

"Agreement" means this Second Lien Guaranty and Collateral Agreement as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Assumption Agreement" has the meaning assigned such term in Section 9.13.

"Bankruptcy Code" means Title 11, United States Code, as amended from time to time.

"Borrower Obligations" means the collective reference to the payment and performance when due of all indebtedness, liabilities, obligations and undertakings of the Borrowers and the Guarantors (including, without limitation, all Indebtedness) arising out of or outstanding or owing under, advanced or issued pursuant to, or evidenced by, the Guaranteed Documents, including, without limitation, the unpaid principal of and interest on the Loans and all other obligations and liabilities of the Borrowers and the Guarantors (including, without limitation, interest accruing at the then applicable rate provided in the Guaranteed Documents after the maturity of the Loans and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Obligor (or that would accrue but for the commencement of such proceeding), whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, arising out of or outstanding under, advanced or issued pursuant to, or evidenced by, the Guaranteed Documents, whether on account of principal, interest, reimbursement obligations, payments in respect of an early termination date, any premium payable in respect of the Loans (including, without limitation, any such premium payable pursuant to Section 3.04(d) of the Credit Agreement), fees, indemnities, costs, expenses or otherwise (including, without limitation, all costs, fees and disbursements of counsel to the Guaranteed Creditors that are required to be paid by the Obligors pursuant to the terms of any Guaranteed Document).

"Collateral" has the meaning assigned such term in Section 3.01.

"Credit Agreement Obligations" means all amounts owing to any Secured Party pursuant to the terms of the Credit Agreement or any other Loan Document, including all amounts in respect of any principal, interest, penalties, fees, indemnifications, reimbursements, damage and other liabilities payable thereunder, and guarantees of the foregoing amounts (including, without limitation, interest accruing at the then applicable rate provided in the Loan Documents after the maturity of the Loans and amounts accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Obligor (or that would accrue but for the commencement of such proceeding), whether or not a claim for such post-filing or post-petition amounts is allowed in such proceeding).

"Deposit Account" means a demand, time, savings, passbook or similar account maintained with a bank or other financial institution. As of the Effective Date, the Deposit Accounts of the Obligors that are not Excluded Accounts are set forth on Schedule 4 hereto (the "Effective Date Deposit Accounts").

"Effective Date Deposit Accounts" has the meaning assigned such term in the definition of Deposit Account.

"Event of Default" means the collective reference to (i) with respect to the Credit Agreement, an "Event of Default" under, and as defined therein, and (ii) with respect to any Pari Passu Lien Debt, an "event of default" or similar term defined in the applicable Pari Passu Lien Document.

"Excluded Accounts" means (i) those Deposit Accounts that are used exclusively for payroll, payroll taxes, workers compensation and employee benefits, or withholding, sales, use, value added or similar taxes, (ii) Deposit Accounts held in trust for a third party; provided that such accounts consist solely of funds set aside for such purpose, (iii) escrow accounts that have an overnight balance of which in the aggregate, together with the overnight balance of all such other escrow accounts excluded pursuant to this clause (iii), do not exceed $5,000,000, (iv) Deposit Accounts and Securities Accounts that exclusively hold the proceeds generated from Property that does not constitute Collateral (including cash receipts of any revenues generated from such Property), (v) those Deposit Accounts, Securities Accounts and Commodity Accounts that have an overnight balance of which in the aggregate, together with the overnight balance of all such other Deposit Accounts, Securities Accounts and Commodity Accounts excluded pursuant to this clause (v), do not exceed $5,000,000 and (vi) foreign Deposit Accounts, foreign Securities Accounts and foreign Commodity Accounts of the Obligors that have an overnight balance of which in the aggregate, together with the overnight balance of all such other foreign Deposit Accounts, foreign Securities Accounts and foreign Commodity Accounts excluded pursuant to this clause (vi), do not exceed $5,000,000. Notwithstanding the foregoing, in no event shall (w) any Effective Date Deposit Account, (x) the Collateral Proceeds Account, (y) any deposit account holding escrowed amounts in respect of the Specified Vessels or (z) any deposit account, securities account, commodity account or escrow account not constituting an Excluded Account under First Lien Loan Documents, in each case, constitute an Excluded Account .

"Excluded Assets" means (i) except in each case to the extent excluded from the definition of "Excluded Assets" pursuant to the following clause (ii)(X), (ii)(Y) or (ii)(Z), any Equity Interests held by any Obligor of any (1) Foreign Subsidiary Holding Company or (2) any Foreign Subsidiary, but in the case of any Foreign Subsidiary with assets greater than $50 million, only to the extent in excess of 65% of the voting Equity Interests in such Foreign Subsidiary, (ii) any other Equity Interests, other than (X) to the extent any Obligor has made Investments of Vessel Collateral (or Specified Equity Interests if as a result of such Investment the Lien on the applicable Vessel Collateral would be required to be released pursuant to the Loan Documents) in any Person that is not an Obligor and has not consummated a Collateral Substitution Transaction in connection therewith in accordance with Section 8.14(b) of the Credit Agreement, either (1) 100% of the Equity Interests in such non-Obligor held by any Obligor, or (2) to the extent the applicable Obligor's pledging of or granting a security interest in the Equity Interests held by it in such non-Obligor would result in a termination (or right of termination) of (other than any termination or right of termination in favor of the Parent Borrower or any of its Restricted Subsidiaries), or is prohibited or otherwise restricted by, any contractual obligation applicable to such Obligor or such Equity Interests (other than any such obligation in favor of the Parent Borrower or any of its Restricted Subsidiaries) or would require a consent from any third party (unless such consent has been received) (other than the Parent Borrower or any of its Restricted Subsidiaries) or would violate any applicable law, rule or regulation (in each case, except to the extent such termination, right of termination, prohibition, restriction, consent requirement or law, rule or regulation is unenforceable after giving effect to applicable provisions of the UCC, other than proceeds thereof, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibitions), or if the provision of such pledge by such Obligor at the time of such Investment is impractical (in the reasonable business judgment of the Parent Borrower), 100% of the Equity Interests of the Wholly-Owned Restricted Subsidiary of the Parent Borrower (which, for the avoidance of doubt, shall be an Obligor) which is the direct holder of the Equity Interests in such non-Obligor, (Y) any other Equity Interests acquired by any Borrower or any Restricted Subsidiary of the Parent Borrower required to be pledged under the First Lien Loan Documents and (Z) any Equity Interests of an Applicable Subsidiary, (iii) motor vehicles, rail cars, Vessels, airplanes and other assets subject to certificates of title other than the Vessel Collateral, except for any of the foregoing required to be pledged under the First Lien Loan Documents, (iv) except in each case to the extent excluded from the definition of "Excluded Assets" pursuant to the preceding clause (ii)(X), (ii)(Y) or (ii)(Z), any Equity Interests held by any Obligor of any Person (other than a wholly-owned Subsidiary of the Parent Borrower) to the extent (and so long as) pledging or granting a security interest in such Equity Interest would result in a termination (or right of termination) of (other than any termination or right of termination in favor of the Parent Borrower or any of its Restricted Subsidiaries), or is prohibited or otherwise restricted by, any contractual obligation applicable to such Obligor or such Equity Interests (other than any such obligation in favor of the Parent Borrower or any of its Restricted Subsidiaries) or would require a consent from any third party (unless such consent has been received) (other than the Parent Borrower or any of its Restricted Subsidiaries) or would violate any applicable law, rule or regulation (in each case, except to the extent such termination, right of termination, prohibition, restriction, consent requirement or law, rule or regulation is unenforceable after giving effect to

applicable provisions of the UCC, other than proceeds thereof, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibitions), (v) any assets (other than Vessel Collateral, Deposit Accounts and Securities Accounts) over which the pledging of or granting of security interests in such assets would result in a termination (or right of termination) of, or is prohibited or otherwise restricted by, an enforceable contractual obligation binding on the assets that existed at the time of the acquisition thereof and was not created or made binding on the assets in contemplation or in connection with the acquisition of such assets (other than any such obligation in favor of the Parent Borrower or any of its Restricted Subsidiaries), would be prohibited by applicable law, rule or regulation (in each case, except to the extent such termination, right of termination, prohibition, restriction, consent requirement or law, rule or regulation is unenforceable after giving effect to applicable provisions of the UCC, other than proceeds thereof, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibitions) or to the extent that such security interests would require obtaining the consent of any Governmental Authority (unless such consent has been received) or would result in materially adverse tax consequences as reasonably determined in good faith by the Parent Borrower in writing delivered to the Collateral Agent; provided that the Parent Borrower shall use commercially reasonable efforts to obtain any such required consent of a Governmental Authority, (vi) those assets with respect to which, in the reasonable judgment of the Parent Borrower, evidenced in writing, delivered to the Collateral Agent, the costs or other consequences of obtaining or perfecting such a security interest are excessive in view of the benefits to be obtained by the Secured Parties therefrom, (vii) any Letter of Credit Rights (other than to the extent a Lien thereon can be perfected by filing a customary financing statement), (viii) any right, title or interest in or under any permit, lease, license, contract or agreement to the extent, but only to the extent, that such a grant would violate the terms of applicable law or of such license, contract or agreement, or result in the termination of or a breach of the terms of, or constitute a default under, any such license, contract or agreement or if the contract or agreement in which such Lien is granted prohibits or requires the consent of any Person other than the Parent Borrower or any of its Restricted Subsidiaries as a condition to the creation of any other security interest on such equipment or asset (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the UCC or any other applicable law (including Title 11 of the United States Code) or principles of equity), (ix) any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, (x) any real property (owned or leased) that is required to be pledged under the First Lien Loan Documents, (xi) any Excluded Accounts, (xii) any Property owned by any Subsidiary that is organized outside of the United States, except for any such Property that is required to be pledged under the First Lien Loan Documents, (xiii) except in each case to the extent excluded from the definition of “Excluded Assets” pursuant to the preceding clause (ii)(X), (ii)(Y) or (ii)(Z), any assets of or Equity Interests in an Unrestricted Subsidiary, (xiv) any Inventory or Equipment (including spare parts) that is not installed for use aboard, or otherwise necessary for the operation of, Vessel Collateral whether on board or not (including equipment that is not owned by the Parent Borrower or any of its Restricted Subsidiaries and that is installed

aboard any Vessel Collateral), in each case to the extent that such items may be used in connection with one or more of the Vessels that are not (and not required to be) Vessel Collateral, except for any such Inventory or Equipment that is required to be pledged under the First Lien Loan Documents, and (xv) any other assets or property not described in the foregoing clauses of this definition (other than Deposit Accounts and Securities Accounts) that do not arise from, are not required for use in connection with, and are not necessary for, the operation of the Vessel Collateral (whether or not the applicable Vessel Collateral is actually being used), except for any such assets or property that is required to be pledged under the First Lien Loan Documents; provided, however, that any Proceeds, products, substitutions or replacements of Excluded Assets shall not constitute Excluded Assets unless such Proceeds, products, substitutions or replacements would themselves constitute Excluded Assets. Notwithstanding the foregoing, nothing in this definition of "Excluded Assets" shall affect the requirement in Section 8.14 of the Credit Agreement relating to the pledge of Equity Interests of certain Foreign Subsidiaries or guaranty thereof by such pledgor. For the avoidance of doubt, in no event shall (x) any Vessel Collateral or (y) any assets or Property not constituting an Excluded Asset under First Lien Loan Documents, in each case, constitute Excluded Assets.

"Federal Securities Laws" has the meaning assigned such term in Section 6.04(b).

"Guaranteed Creditors" means the collective reference to (i) the Administrative Agent, the Collateral Agent, the Lenders, each sub-agent appointed by any Agent pursuant to Section 11.05 of the Credit Agreement with respect to matters relating to the Loan Documents and the successors and permitted assigns of such Persons and (ii) any Pari Passu Collateral Agent, any Pari Passu Lien Representative, any lender or holder of any Pari Passu Lien Debt with respect to matters relating to any Pari Passu Lien Document and the successors and permitted assigns of such Persons.

"Guaranteed Documents" means the collective reference to (i) the Loan Documents and any other document made, delivered or given in connection with any of the Loan Documents and (ii) the Pari Passu Lien Documents and any other document made, delivered or given in connection with any of the Pari Passu Lien Documents.

"Guarantor Obligations" means with respect to any Guarantor, the collective reference to (i) the Borrower Obligations and (ii) the payment and performance when due of all indebtedness, liabilities, obligations and undertakings of such Guarantor of every kind or description, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, arising out of or outstanding under, advanced or issued pursuant to, or evidenced by, any Guaranteed Document to which such Guarantor is a party, in each case, whether on account of principal, interest, guarantee obligations, reimbursement obligations, payments in respect of an early termination date, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to any Guaranteed Creditor under any Guaranteed Document).

"Guarantors" means the collective reference to each Obligor other than the Borrowers.

"Obligations" means: (a) in the case of each Borrower, the Borrower Obligations and (b) in the case of each Guarantor, its Guarantor Obligations, and collectively, the Borrower Obligations and the Guarantor Obligations as the context may require.

"Obligor Claims" has the meaning assigned to such term in Section 8.01.

"Obligors" has the meaning assigned to such term in the preamble.

"Pari Passu Lien Obligations" means all amounts owing to any lender or holder of Pari Passu Lien Debt pursuant to the terms of any Pari Passu Lien Document, including all amounts in respect of any principal, interest, penalties, fees, indemnifications, reimbursements, damage and other liabilities payable thereunder, and guarantees of the foregoing amounts (including, without limitation, interest accruing at the then applicable rate provided in the Pari Passu Lien Documents after the maturity of the Pari Passu Lien Debt and amounts accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Obligor (or that would accrue but for the commencement of such proceeding), whether or not a claim for such post-filing or post-petition amounts is allowed in such proceeding).

"Perfection Certificate" means the Perfection Certificate dated the Effective Date executed and delivered by the Parent Borrower to the Collateral Agent.

"Pledge-Related Rights" means, collectively, (a) all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of Pledged Collateral, (b) all rights and privileges of such Obligor with respect to the Pledged Collateral; provided that the Collateral Agent cannot exercise such rights and privileges unless an Event of Default has occurred and is continuing and (c) all Proceeds of any of the foregoing.

"Pledged Collateral" means, all of the Equity Interests listed on Schedule 5 hereto and all Pledge-Related Rights in respect thereof, together with any other Equity Interests of any Person that may be issued or granted to, or held by, any Obligor while this Agreement is in effect and that is required to be pledged hereunder pursuant to the terms of this Agreement or is pledged in accordance with the terms of the Guaranteed Documents and all Pledge-Related Rights in respect thereof, in each case, excluding any Excluded Assets.

"Proceeds" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the UCC.

"Specified Vessels" means the Vessels HOS Warhorse and HOS Wildhorse.

"UCC" means the Uniform Commercial Code as from time to time in effect in the State of New York; provided, however, that, in the event that, by reason of mandatory provisions of law, any of the attachment, perfection or priority of the Collateral Agent's and the Guaranteed Creditors' security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection, the effect thereof or priority and for purposes of definitions related to such provisions.

Section 1.02 Other Definitional Provisions. Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to an Obligor refer to the Obligor's Collateral or the relevant part thereof.

Section 1.03 Rules of Interpretation. Section 1.04 and Section 1.05 of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Agreement, *mutatis mutandis*. All references herein to schedules shall be deemed to refer to such schedules as supplemented from time to time pursuant to an Assumption Agreement or otherwise in accordance with this Agreement.

ARTICLE II
Guarantee

Section 2.01 Guarantee.

(a) Each of the Guarantors hereby jointly and severally, unconditionally and irrevocably, guarantees to the Guaranteed Creditors and each of their respective permitted successors, indorsees, transferees and assigns, the prompt and complete payment in cash and performance by the Borrowers when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations. This is a guarantee of payment and not collection and the liability of each Guarantor is primary and not secondary.

(b) Anything herein or in any other Guaranteed Document to the contrary notwithstanding, the Obligations of each Guarantor hereunder and under the other Guaranteed Documents shall be limited to the maximum amount as will result in the Obligations of such Guarantor under this Agreement not constituting a fraudulent transfer or fraudulent conveyance for purposes of any Debtor Relief Law to the extent applicable to this Agreement and the Obligations of each Guarantor hereunder (after giving effect to the right of contribution established in Section 2.02).

(c) Each Guarantor agrees that the Borrower Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this ARTICLE II or affecting the rights and remedies of any Guaranteed Creditor hereunder.

(d) Each Guarantor agrees that if the maturity of the Borrower Obligations is accelerated by bankruptcy or otherwise, such maturity shall also be deemed accelerated for the purpose of this guarantee without demand or notice to such Guarantor. The guarantee contained in this ARTICLE II shall remain in full force and effect until all the Borrower Obligations shall have been satisfied by payment in full in cash and all Commitments are terminated notwithstanding that from time to time during the term of the Credit Agreement, no Borrower Obligations may be outstanding.

(e) No payment made by any Obligor, any other guarantor or any other Person or received or collected by any Guaranteed Creditor from any Obligor, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Borrower Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Borrower Obligations or any payment received or collected from such Guarantor in respect of the Borrower Obligations), remain liable for the Borrower Obligations up to the maximum liability of such Guarantor hereunder until the Borrower Obligations are paid in full in cash and all of the Commitments have expired or are terminated.

Section 2.02 Right of Contribution. Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.03. The provisions of this Section 2.02 shall in no respect limit the obligations and liabilities of any Guarantor to the Guaranteed Creditors, and each Guarantor shall remain liable to the Guaranteed Creditors for the full amount guaranteed by such Guarantor hereunder.

Section 2.03 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by any Guaranteed Creditor, no Guarantor shall be entitled to be subrogated to any of the rights of any Guaranteed Creditor against any Borrower or any other Guarantor or any collateral security or guarantee or right of offset held by any Guaranteed Creditor for the payment of the Borrower Obligations, nor shall any Guarantor seek or be entitled to seek any indemnity, exoneration, participation, contribution or reimbursement from any Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Guaranteed Creditors on account of the Borrower Obligations are irrevocably paid in full in cash and all of the Commitments have expired or are terminated. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Borrower Obligations shall not have been irrevocably paid in full in cash or any of the Commitments are in effect, such amount shall be held by such Guarantor in trust for the Guaranteed Creditors, and shall, forthwith upon receipt by such Guarantor, be turned over to the Collateral Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Collateral Agent, if required), to be applied against the Borrower Obligations, whether matured or unmatured, in accordance with Section 10.02(c) of the Credit Agreement or the Pari Passu Intercreditor Agreement if then in effect.

Section 2.04 Amendments, Etc. with respect to the Borrower Obligations. Each Guarantor shall remain obligated hereunder, and such Guarantor's obligations hereunder shall not be released, discharged or otherwise affected, notwithstanding that, without any reservation of rights against any Guarantor and without notice to, demand upon or further assent by any Guarantor (which notice, demand and assent requirements are hereby expressly waived by such Guarantor), (a) any demand for payment of any of the Borrower Obligations made by any Guaranteed Creditor may be rescinded by such Guaranteed Creditor or otherwise and any of the Borrower Obligations continued; (b) the Borrower Obligations, the liability of any other Person upon or for any part thereof or any collateral security or guarantee therefor or right of

offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by, or any indulgence or forbearance in respect thereof granted by, any Guaranteed Creditor; (c) any Guaranteed Document may be amended, modified, supplemented or terminated, in whole or in part, as the Guaranteed Creditors may deem advisable from time to time, subject to Section 12.02(b) of the Credit Agreement and the Pari Passu Intercreditor Agreement if then in effect; (d) any collateral security, guarantee or right of offset at any time held by any Guaranteed Creditor for the payment of the Borrower Obligations may be sold, exchanged, waived, surrendered or released; (e) any additional guarantors, makers or endorsers of the Borrower Obligations may from time to time be obligated on the Borrower Obligations or any additional security or collateral for the payment and performance of the Borrower Obligations may from time to time secure the Borrower Obligations; (f) any change in applicable law, rule or regulation or any event affecting any term of the Borrower Obligations; and (g) any other event shall occur which constitutes a defense or release of sureties generally. No Guaranteed Creditor shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Borrower Obligations or for the guarantee contained in this ARTICLE II or any Property subject thereto.

Section 2.05 Waivers. Each Guarantor hereby waives any and all notice of the creation, renewal, extension or accrual of any of the Borrower Obligations and notice of or proof of reliance by any Guaranteed Creditor upon the guarantee contained in this ARTICLE II or acceptance of the guarantee contained in this ARTICLE II; the Borrower Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this ARTICLE II and no notice of creation of the Borrower Obligations or any extension of credit already or hereafter contracted by or extended to the Borrowers need be given to any Guarantor; and all dealings between the Borrowers and any of the Guarantors, on the one hand, and the Guaranteed Creditors, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this ARTICLE II. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon any Borrower or any of the Guarantors with respect to the Borrower Obligations.

Section 2.06 Guaranty Absolute and Unconditional.

(a) Each Guarantor understands and agrees that the guarantee contained in this ARTICLE II is, and shall be construed as, a continuing, complete, absolute and unconditional guarantee of payment, and each Guarantor hereby waives any defense of a surety or guarantor or any other obligor on any obligations arising in connection with or in respect of any of the following and hereby agrees that its obligations hereunder shall not be discharged or otherwise affected as a result of, any of the following:

(i) the invalidity or unenforceability of any Guaranteed Document, any of the Borrower Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by any Guaranteed Creditor;

(ii) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by any Borrower or any other Person against any Guaranteed Creditor;

(iii) the insolvency, bankruptcy arrangement, reorganization, adjustment, composition, liquidation, disability, dissolution or lack of power of any Borrower or any other Guarantor or any other Person at any time liable for the payment of all or part of the Obligations, including any discharge of, or bar or stay against collecting, any Obligation (or any part of them or interest therein) in or as a result of such proceeding;

(iv) any sale, lease or transfer of any or all of the assets of any Borrower or any other Guarantor, or any changes in the shareholders of a Borrower or a Guarantor;

(v) any change in the corporate existence (including its constitution, laws, rules, regulations or power), structure or ownership of any Obligor;

(vi) the fact that any Collateral or Lien contemplated or intended to be given, created or granted as security for the repayment of the Obligations shall not be properly perfected or created, or shall prove to be unenforceable or subordinate to any other Lien, it being recognized and agreed by each of the Guarantors that it is not entering into this Agreement in reliance on, or in contemplation of the benefits of, the validity, enforceability, collectability or value of any of the Collateral for the Obligations;

(vii) the absence of any attempt to collect the Obligations or any part of them from any Obligor;

(viii) (A) any Guaranteed Creditor's election, in any proceeding instituted under chapter 11 of the Bankruptcy Code, of the application of Section 1111(b)(2) of the Bankruptcy Code; (B) any borrowing or grant of a Lien by any Borrower, as debtor-in-possession, or extension of credit, under Section 364 of the Bankruptcy Code; (C) the disallowance, under Section 502 of the Bankruptcy Code, of all or any portion of any Guaranteed Creditor's claim (or claims) for repayment of the Obligations; (D) any use of cash collateral under Section 363 of the Bankruptcy Code; (E) any agreement or stipulation as to the provision of adequate protection in any bankruptcy proceeding; (F) the avoidance of any Lien in favor of the Guaranteed Creditors or any of them for any reason; or (G) failure by any Guaranteed Creditor to file or enforce a claim against any Borrower or its estate in any bankruptcy or insolvency case or proceeding;

(ix) any change in the time, manner or place of payment of, or in any other term of all or any of the Obligations; or

(x) any other circumstance or act whatsoever, including any action or omission of the type described in Section 2.04 (with or without notice to or knowledge of any Borrower or such Guarantor), which constitutes, or might be construed to constitute, an equitable or legal discharge of such Borrower for the Borrower Obligations, or of such Guarantor under the guarantee contained in this ARTICLE II, in bankruptcy or in any other instance.

(b) When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, any Guaranteed Creditor may, but shall be under no obligation to, join or make a similar demand on or otherwise pursue or exhaust such rights and remedies as it may have against any Borrower, any other Guarantor or any other Person or against any collateral security or guarantee for the Borrower Obligations or any right of offset with respect thereto, and any failure by any Guaranteed Creditor to make any such demand, to pursue such other rights or remedies or to collect any payments from any Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Borrowers, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of any Guaranteed Creditor against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

Section 2.07 Reinstatement. The guarantee contained in this ARTICLE II shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Borrower Obligations is rescinded or must otherwise be restored or returned by any Guaranteed Creditor upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, any Borrower or any Guarantor or any substantial part of its Property, or otherwise, all as though such payments had not been made.

Section 2.08 Payments. Each Guarantor hereby guarantees that payments under this Article II will be paid to the Administrative Agent, for the ratable benefit of the Guaranteed Creditors, without set-off, deduction or counterclaim in dollars, in immediately available funds, at the offices of the Administrative Agent specified in Section 12.01 of the Credit Agreement or the Pari Passu Intercreditor Agreement if then in effect. If acceleration of the time for payment of any Guarantor Obligation is stayed by reason of the insolvency or receivership of any Guarantor or otherwise, all Guarantor Obligations otherwise subject to acceleration under the terms of any Guaranteed Document shall nonetheless be payable by the Guarantors hereunder.

ARTICLE III
Grant of Security Interest and Pledge of Equity Interests

Section 3.01 Collateral. Each Obligor hereby pledges, assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Guaranteed Creditors, a security interest in all of the following Property now owned or at any time hereafter acquired by it or in which such Obligor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (whether now existing or hereafter arising):

(1) all Accounts;

(2) all Chattel Paper (whether Tangible Chattel Paper or Electronic Chattel Paper);

(3) all Commercial Tort Claims;

(4) all cash and Deposit Accounts;

(5) all Documents;

(6) all Fixtures;

(7) all General Intangibles;

(8) all Goods (including, without limitation, all Inventory and all Equipment);

(9) all Instruments;

(10) all Investment Property (including, without limitation, Commodity Accounts and Securities Accounts);

(11) all Letter-of-Credit Rights (whether or not the letter of credit is evidenced by a writing);

(12) all Supporting Obligations;

(13) all Pledged Collateral;

(14) all books and records pertaining to the Collateral; and

(15) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, however, that notwithstanding anything herein or in any other Guaranteed Document to the contrary, the Collateral shall not include and the security interests granted hereunder shall not attach to any Excluded Asset.

None of the covenants or representations and warranties herein shall be deemed to apply to any property constituting Excluded Assets.

ARTICLE IV
Representations and Warranties

To induce the Guaranteed Creditors to enter into the Guaranteed Documents and to induce the Guaranteed Creditors to make loans to the Borrowers thereunder, each Obligor hereby represents and warrants to the Collateral Agent and each Guaranteed Creditor that:

Section 4.01 Representations in Credit Agreement. In the case of each Guarantor, the representations and warranties set forth in Article VII of the Credit Agreement as they relate to such Guarantor or to the Guaranteed Documents to which such Guarantor is a party are true and correct in all material respects, provided that (a) each reference in each such representation and warranty to any Borrower's knowledge shall, for the purposes of this Section 4.01, be deemed to be a reference to such Guarantor's knowledge, (b) any representation and warranty qualified by "materiality", "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any such qualification therein), and (c) to the extent any such representation and warranty is expressly limited to an earlier date, such representation and warranty shall be true and correct, as qualified, as of such specified earlier date.

Section 4.02 Title; No Other Liens. Except for the security interest granted to the Collateral Agent for the ratable benefit of the Guaranteed Creditors pursuant to this Agreement and as set forth in the following sentence, each Obligor has good title to its Collateral. Except for Permitted Liens and liens expressly permitted to exist under Section 1.08 of the Fleet Mortgage securing all or any part of the Obligations, the Collateral is free and clear of any and all Liens and the applicable Obligor has the power to transfer each item of the Collateral in which a Lien is granted by it hereunder, free and clear of any Lien. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the Collateral Agent, for the ratable benefit of the Guaranteed Creditors, pursuant to this Agreement or the Security Instruments, and/or to evidence Permitted Liens.

Section 4.03 Perfected Liens. The security interests granted pursuant to this Agreement (a) upon the completion of the filings specified on Schedule 2 or the taking of possession or control by the Collateral Agent (or the First Lien Collateral Agent as such and as gratuitous bailee under the Junior Lien Intercreditor Agreement) of the Collateral with respect to which a security interest may be perfected only by possession or control and the completion of all such other filings and required actions specified on Schedule 2 will constitute valid perfected security interests in all of the Collateral in favor of the Collateral Agent, for the ratable benefit of the Guaranteed Creditors, as collateral security for the Obligations, enforceable in accordance with the terms hereof against all creditors of the Obligors and any Persons purporting to purchase any Collateral from the Obligors and (b) are prior to all other Liens on the Collateral, subject only to Permitted Liens on such Collateral that are expressly permitted under the Credit Agreement to have equal or prior ranking on the Collateral (including any prior liens securing a Revolver Facility permitted under the terms of the Credit Agreement on accounts receivable, Proceeds thereof and other assets incidental to any such Revolver Facility) or are to be discharged on the Effective Date; subject, however, in each case with respect to Proceeds (other than Proceeds related to accounts receivable and other assets incidental to a Revolver Facility permitted under the terms of the Credit Agreement), to the provisions of Section 9-315 of the UCC.

Section 4.04 Obligor Information. As of the date hereof, the correct legal name of each Obligor, all names and trade names that each Obligor has used in the last five years, each Obligor's jurisdiction of organization and each jurisdiction of organization of each Obligor over the last five years, organizational number, taxpayer identification number, and the location(s) of each Obligor's chief executive office or sole place of business over the last five years are specified on Schedule 3.

Section 4.05 Benefit to the Guarantor. Each Borrower is a member of an affiliated group of companies that includes each Guarantor and each Borrower, and the other Guarantors are engaged in related businesses. Each Guarantor is an Affiliate of each Borrower and its guaranty and surety obligations pursuant to this Agreement reasonably may be expected to benefit, directly or indirectly, it; and it has determined that this Agreement is necessary and convenient to the conduct, promotion and attainment of its business and the business of each other Guarantor and each Borrower.

Section 4.06 Perfection Certificate and Other Information Regarding Collateral. The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete in all material respects as of the Effective Date.

ARTICLE V
Covenants

Each Obligor covenants and agrees with the Collateral Agent and the Guaranteed Creditors that, from and after the Effective Date until the Borrower Obligations shall have been paid in full in cash and all of the Commitments shall have terminated:

Section 5.01 Covenants in Credit Agreement. In the case of each Guarantor, such Guarantor shall take, or shall refrain from taking, as the case may be, each action that is necessary to be taken or not taken, as the case may be, so that no Default is caused by the failure to take such action or to refrain from taking such action by such Guarantor or any of its Subsidiaries.

Section 5.02 Maintenance of Perfected Security Interest; Further Documentation.

(a) The Obligors shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.03 and shall defend such security interest against the claims and demands of all Persons whomsoever except Permitted Liens; provided that, (i) with respect to Deposit Accounts, Securities Accounts and Commodity Accounts, in each case, that do not constitute Excluded Accounts, the Obligors shall establish Account Control Agreements with respect to such Deposit Accounts, Securities Accounts and Commodity Accounts as soon as commercially practicable and in any event (x) with respect to such Deposit Accounts, Securities Accounts and Commodity Accounts existing as of the Effective Date, within sixty (60) days after the date hereof and (y) with respect to such Deposit Accounts, Securities Accounts and Commodity Accounts opened or otherwise acquired after the Effective Date, within sixty (60) days after the date that such Deposit Account, Securities Account or Commodity Account was opened or otherwise acquired by such Obligor; provided that, the overnight balance in Deposit Accounts, Securities Accounts or Commodity Accounts referred to in clause (y) of this proviso over which there is not an Account Control Agreement shall not exceed, together with Deposit Accounts, Securities Accounts or Commodity Accounts excluded pursuant to clause (v) of the definition of "Excluded Accounts", $10,000,000 and (ii) the Obligors shall cause any cash that is generated by, or otherwise arises from, Vessel Collateral or Accounts arising therefrom to be promptly deposited into a Deposit Account of an Obligor.

(b) At any time and from time to time, upon the reasonable request of the Collateral Agent, the Obligors will furnish to the Collateral Agent and the Lenders from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Collateral Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the Collateral Agent, and at the sole expense of the Borrowers, the Obligors will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Collateral Agent may reasonably deem necessary for the purpose of obtaining or preserving the full benefits of this Agreement (including, without limitation, the perfection and Lien priority set forth herein) and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby.

Section 5.03 Changes in Locations, Name, Etc. Each Obligor recognizes that financing statements pertaining to the Collateral have been or may be filed where such Obligor maintains any Collateral or is organized. No Obligor will cause or permit any change in its (a) corporate name or in any trade name used to identify it in the conduct of its business or in the ownership of its Properties, (b) the location of its chief executive office or principal place of business, (c) its identity or form of organization or in the jurisdiction in which it is formed, (d) its jurisdiction of organization or its organizational identification number in such jurisdiction of organization or (e) its federal taxpayer identification number, unless, in each case, it shall have (i) notified the Collateral Agent in writing of such change at least five (5) Business Days after the effective date of such change (or such other time period agreed to in writing by the Collateral Agent), and (ii) taken, or caused to be taken, all action necessary and appropriate for the purpose of maintaining the perfection and priority of the Collateral Agent's security interests under this Agreement. In any notice furnished pursuant to this Section 5.03, the Obligor will expressly state in a conspicuous manner that the notice is required by this Agreement and contains facts that may require additional filings of financing statements or other notices for the purposes of continuing perfection of the Collateral Agent's security interest in the Collateral.

Section 5.04 Delivery of the Pledged Collateral. Each Obligor that has pledged Pledged Collateral hereunder agrees to deliver or cause to be delivered to the Collateral Agent (or the First Lien Collateral Agent as such and as gratuitous bailee under the Junior Lien Intercreditor Agreement) any and all certificates evidencing Pledged Collateral, if any (accompanied by undated stock powers duly executed in blank and reasonably satisfactory to the Collateral Agent and by such other instruments and documents as the Collateral Agent may reasonably request) within (i) the timeframe required under Section 8.14 of the Credit Agreement and (ii) promptly (and in any event within ten (10) Business Days or such later date as the Required Lenders reasonably agree (it being understood that if approved by the First Lien Required Lenders, it shall be deemed approved by the Required Lenders)) after the acquisition of additional Equity Interests in respect of any Pledged Collateral. Each delivery of Pledged

Collateral shall be accompanied by a schedule describing such Pledged Collateral, which schedule shall be attached hereto as Schedule 5 and made a part hereof; provided that failure to attach any such schedule hereto shall not affect the validity of such pledge of such Pledged Securities. Each schedule so delivered shall supplement any prior schedules so delivered. Each Obligor acknowledges and agrees that (i) solely to the extent any interest in any limited liability company or limited partnership controlled now or in the future by such Obligor (or by such Obligor and one or more other Obligors) that constitutes Pledged Collateral and is pledged hereunder is a "security" within the meaning of Article 8 of the UCC and is governed by Article 8 of the UCC, such interest shall be certificated and such certificate shall be delivered to the Collateral Agent in accordance with this Section 5.04 and (ii) each such interest shall at all times hereafter continue to be such a security and represented by such certificate.

ARTICLE VI
Remedial Provisions

Section 6.01 Code and Other Remedies.

In each case, subject to the terms and conditions of the Pari Passu Intercreditor Agreement if then in effect:

(a) Subject to the Intercreditor Agreements, upon the occurrence and during the continuance of an Event of Default, the Collateral Agent, on behalf of the Guaranteed Creditors, (i) may exercise, in addition to all other rights and remedies granted to them in this Agreement, the other Guaranteed Documents and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the UCC or any other applicable law or otherwise available at law or equity and (ii) without limiting the generality of the foregoing, the Collateral Agent, without demand of performance or other demand, presentment, protest, notice of intent to accelerate, notice of acceleration advertisement or notice of any kind (except any notice required by law referred to below, which cannot be waived by law and any notice that is expressly required under this Agreement or any other Guaranteed Document) to or upon any Obligor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived to the extent permitted by applicable law), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, grant option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of any Guaranteed Creditor or elsewhere upon such terms and conditions as the Required Lenders may deem advisable and at such prices as the Required Lenders may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Any Guaranteed Creditor shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Obligor, which right or equity is hereby waived and released. Subject to the Intercreditor Agreements, if an Event of Default shall occur and be continuing, each Obligor further agrees, at the Collateral Agent's request (acting at the written direction of the Required Lenders or the requisite Guaranteed Creditors as provided in the Pari Passu Intercreditor Agreement if then in effect), to assemble the Collateral and make it available to the Collateral Agent at places which the

Collateral Agent (acting at the written direction of the Required Lenders or the requisite Guaranteed Creditors as provided in the Pari Passu Intercreditor Agreement if then in effect) shall reasonably select, whether at such Obligor's premises or elsewhere. Any such sale or transfer by the Collateral Agent (acting at the written direction of the Required Lenders or the requisite Guaranteed Creditors as provided in the Pari Passu Intercreditor Agreement if then in effect) either to itself or to any other Person shall be absolutely free from any claim of right by Obligor, including any equity or right of redemption, stay or appraisal which Obligor has or may have under any rule of law, regulation or statute now existing or hereafter adopted (and such Obligor hereby waives any rights it may have in respect thereof). Upon any such sale or transfer, the Collateral Agent (acting at the written direction of the Required Lenders or the requisite Guaranteed Creditors as provided in the Pari Passu Intercreditor Agreement if then in effect) shall have the right to deliver, assign and transfer to the purchaser or transferee thereof the Collateral so sold or transferred. The Collateral Agent (acting at the written direction of the Required Lenders or the requisite Guaranteed Creditors as provided in the Pari Passu Intercreditor Agreement if then in effect) shall apply the net proceeds of any action taken by it pursuant to this Section 6.01, after deducting all reasonable fees, costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Collateral Agent and the Guaranteed Creditors hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in accordance with Section 10.02(c) of the Credit Agreement (or the Pari Passu Intercreditor Agreement if then in effect), and only after such application and after the payment by the Collateral Agent of any other amount required by any provision of law, including, without limitation, Section 9-615 of the UCC, need the Collateral Agent account for the surplus, if any, to any Obligor. To the extent permitted by applicable law, each Obligor waives all claims, damages and demands it may acquire against the Collateral Agent or any Guaranteed Creditor arising out of the exercise by them of any rights hereunder, except where arising as a result of the Collateral Agent's or any Guaranteed Creditor's gross negligence or willful misconduct. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition.

(b) In the event that the Collateral Agent (acting at the written direction of the Required Lenders or the requisite Guaranteed Creditors as provided in the Pari Passu Intercreditor Agreement if then in effect) elects not to sell the Collateral, the Collateral Agent retains its rights to dispose of or utilize the Collateral or any part or parts thereof in any manner authorized or permitted by law or in equity, and to apply the proceeds of the same towards payment of the Obligations. Each and every method of disposition of the Collateral described in this Agreement shall constitute disposition in a commercially reasonable manner.

(c) The Collateral Agent may appoint any Person as agent to perform any act or acts necessary or incident to any sale or transfer of the Collateral.

Except when an Event of Default has occurred and is continuing, neither the Collateral Agent nor any Guaranteed Creditor shall contact or communicate with, or attempt to contact or communicate with any customer of any Obligor in connection with the Collateral except with the participation of a Responsible Officer of such Obligor.

Section 6.02 Waiver; Deficiency. To the fullest extent permitted by applicable law, each Obligor waives and agrees not to assert any rights or privileges which it may acquire under the UCC, except to the extent arising solely from the gross negligence or willful misconduct of the Collateral Agent; provided, however, that the Obligors do not waive any rights or privileges to notice or the opportunity to cure otherwise provided under the Guaranteed Documents. Each Obligor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by the Collateral Agent or any Guaranteed Creditor to collect such deficiency. The officers, directors and managers, as applicable, of the Obligors shall in no event be personally liable for any such deficiency.

Section 6.03 Non-Judicial Enforcement. To the extent permitted by applicable law, the Collateral Agent may enforce its rights hereunder without prior judicial process or judicial hearing, and to the extent permitted by law, each Obligor expressly waives any and all legal rights which might otherwise require the Collateral Agent to enforce its rights by judicial process.

Section 6.04 Pledged Collateral. In each case, subject to the terms and conditions of the Pari Passu Intercreditor Agreement if then in effect: (a) Subject to the Intercreditor Agreements, if an Event of Default shall have occurred and is continuing, (i) the Collateral Agent, on behalf of the Guaranteed Creditors, shall have the right (in its sole and absolute discretion or at the direction of the Required Lenders or the requisite Guaranteed Creditors as provided in the Pari Passu Intercreditor Agreement if then in effect) to hold the Pledged Collateral in the name of the applicable Obligor, endorsed or assigned in blank or in favor of the Collateral Agent or in its own name as pledgee or in the name of its nominee (as pledgee or as sub-agent), and each Obligor will promptly give to the Collateral Agent copies of any notices or other communications received by it with respect to Pledged Collateral registered in the name of such Obligor and (ii) the Collateral Agent shall at all times have the right to exchange the certificates representing Pledged Collateral for certificates of smaller or larger denominations for any reasonable purpose consistent with this Agreement.

(b) Each Obligor recognizes that in light of certain restrictions and limitations under the Securities Act of 1933, as amended (such Securities Act and any such similar statute as from time to time in effect being called the "Federal Securities Laws"), the Collateral Agent may, with respect to any sale of the Pledged Collateral, limit the purchasers to those who will agree, among other things, to acquire such Pledged Collateral for their own account, for investment and not with a view to the distribution or resale thereof. Each Obligor acknowledges and agrees that in light of such restrictions and limitations, the Collateral Agent, in its sole and absolute discretion, (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Collateral or part thereof shall have been filed under the Federal Securities Laws to the extent the Collateral Agent has determined that such a registration is not required by any requirement of law and (b) may approach and negotiate with a limited number of potential purchasers (including a single potential purchaser) to effect such sale. Notwithstanding the foregoing, the Collateral Agent may not engage in sale or sales to "Aliens," as defined in the Parent Borrower's Second Restated Certificate of Incorporation, that could result in the applicable Subsidiary of the Parent Borrower losing its status as a United States citizen within the meaning of Section 2 of the Shipping Act of 1916, as amended. Each Obligor

acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Collateral Agent and the other Guaranteed Creditors shall incur no responsibility or liability for selling all or any part of the Pledged Collateral at a price that the Collateral Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a limited number of purchasers (or a single purchaser) were approached.

ARTICLE VII
The Collateral Agent

Section 7.01 Collateral Agent's Appointment as Attorney-in-Fact, Etc.

(a) Each Obligor hereby irrevocably constitutes and appoints the Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Obligor and in the name of such Obligor or in its own name, for the purposes of carrying out the terms of this Agreement, to take any and all reasonably appropriate action and to execute any and all documents and instruments which may be reasonably necessary or desirable to accomplish such purposes, and without limiting the generality of the foregoing, each Obligor hereby gives the Collateral Agent the power and right, on behalf of such Obligor, without notice to or assent by such Obligor, to do any or all of the following, subject to the terms of this Agreement and any applicable Intercreditor Agreement:

(i) unless being disputed under Section 8.03 of the Credit Agreement, pay or discharge Taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement or any other Guaranteed Document and pay all or any part of the premiums therefor and the costs thereof;

(ii) (A) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Collateral Agent or as the Collateral Agent shall direct; (B) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (C) in the name of such Obligor or its own name, or otherwise, take possession of and indorse and collect any check, draft, note, acceptance or other instrument for the payment of moneys due with respect to any Collateral and commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (D) defend any suit, action or proceeding brought against such Obligor with respect to any Collateral; (E) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Collateral Agent may deem appropriate; and (F) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and do, at the Collateral Agent's option and such Obligor's expense, at any time, or from time to time, all acts and things which the Collateral Agent deems necessary to protect, preserve or realize upon the Collateral and the Collateral Agent's and the Guaranteed Creditors' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Obligor might do.

Anything in this Section 7.01(a) to the contrary notwithstanding, the Collateral Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.01(a) unless an Event of Default shall have occurred and be continuing and it has received written direction from the Required Lenders (or the requisite Guaranteed Creditors as provided in the Pari Passu Intercreditor Agreement if then in effect) and in each case in accordance with the terms and conditions of any applicable Intercreditor Agreement.

(b) If any Obligor fails to perform or comply with any of its agreements contained herein within the applicable grace periods and as a result of such failure an Event of Default shall have occurred and be continuing under any Guaranteed Document, the Collateral Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement in accordance with the terms and conditions of any applicable Intercreditor Agreement.

(c) The fees and expenses (including legal fees and expenses) of the Collateral Agent incurred in connection with actions undertaken as provided in this Section 7.01, together with interest thereon at a rate per annum equal to the Default Rate specified in Section 3.02(c) of the Credit Agreement, but in no event to exceed the Highest Lawful Rate, from the date of payment by the Collateral Agent to the date reimbursed by the relevant Obligor, shall be payable by such Obligor to the Collateral Agent on demand.

(d) Each Obligor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue and in compliance hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

Section 7.02 Duty of Collateral Agent. The Collateral Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as the Collateral Agent deals with similar Property for its own account and shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which comparable secured parties accord comparable collateral. Neither the Collateral Agent, any Guaranteed Creditor nor any of their Related Parties shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Obligor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Collateral Agent and the Guaranteed Creditors hereunder are solely to protect the Collateral Agent's and the Guaranteed Creditors' interests in the Collateral and shall not impose any duty upon the Collateral Agent or any Guaranteed Creditor to exercise any such powers. The Collateral Agent and the Guaranteed Creditors shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their Related Parties shall be responsible to any Obligor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct. To the fullest extent

permitted by applicable law, the Collateral Agent shall be under no duty whatsoever to make or give any presentment, notice of dishonor, protest, demand for performance, notice of non-performance, notice of intent to accelerate, notice of acceleration, or other notice or demand in connection with any Collateral or the Obligations (except any notice or demand that is expressly required under this Agreement or any other Guaranteed Document), or to take any steps necessary to preserve any rights against any Obligor or other Person or ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral, whether or not it has or is deemed to have knowledge of such matters. Each Obligor, to the extent permitted by applicable law, waives any right of marshaling in respect of any and all Collateral, and waives any right to require the Collateral Agent or any Guaranteed Creditor to proceed against any Obligor or other Person, exhaust any Collateral or enforce any other remedy which the Collateral Agent or any Guaranteed Creditor now has or may hereafter have against any Obligor or other Person.

Section 7.03 Filing of Financing Statements. Pursuant to the UCC and any other applicable law, each Obligor authorizes the Collateral Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral in such form and in such offices as the Required Lenders reasonably determine appropriate to perfect the security interests of the Collateral Agent under this Agreement. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction. Notwithstanding the foregoing, each Obligor acknowledges its obligation to file or record financing statements hereunder.

Section 7.04 Authority of Collateral Agent. Each Obligor acknowledges that the rights and responsibilities of the Collateral Agent under this Agreement with respect to any action taken by the Collateral Agent or the exercise or non-exercise by the Collateral Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Collateral Agent and the Guaranteed Creditors, be governed by the Credit Agreement (or the Pari Passu Intercreditor Agreement if then in effect) and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Collateral Agent and the Obligors, the Collateral Agent shall be conclusively presumed to be acting as agent for the Guaranteed Creditors with full and valid authority so to act or refrain from acting, and no Obligor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

Section 7.05 Collateral Agent’s Appointment as Agent.

(a) The Collateral Agent has been appointed to act as Collateral Agent hereunder by the Guaranteed Creditors pursuant to the Credit Agreement or the Pari Passu Intercreditor Agreement, as applicable. The Collateral Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including the release or substitution of Collateral), solely in accordance with this Agreement and the other Guaranteed Documents; provided that the Collateral Agent shall exercise, or refrain from exercising, any remedies provided for in Section 6.01 hereof in accordance with the terms of any applicable Intercreditor Agreement.

(b) Subject to the terms and conditions of the Pari Passu Intercreditor Agreement if then in effect, the Collateral Agent shall initially be the same Person that is the collateral agent under the Credit Agreement and shall have the same rights, privileges, indemnities, protections and immunities hereunder as are afforded the collateral agent under the Credit Agreement, as if specifically set forth herein. Resignation and appointment of a successor Collateral Agent shall in each case occur as provided in the Pari Passu Intercreditor Agreement if then in effect and otherwise shall occur as provided in the Credit Agreement.

ARTICLE VIII
Subordination of Indebtedness

Section 8.01 Subordination of All Obligor Claims. As used herein, the term "Obligor Claims" shall mean all debts and obligations of any Borrower or any other Obligor to any Borrower or any Restricted Subsidiary of the Parent Borrower, whether such debts and obligations now exist or are hereafter incurred or arise, or whether the obligation of the debtor thereon be direct, contingent, primary, secondary, several, joint and several, or otherwise, and irrespective of whether such debts or obligations be evidenced by note, contract, open account, or otherwise, and irrespective of the Person or Persons in whose favor such debts or obligations may, at their inception, have been, or may hereafter be created, or the manner in which they have been or may hereafter be acquired by. After and during the continuation of an Event of Default, no Obligor shall receive or collect, directly or indirectly, from any obligor in respect thereof any amount upon the Obligor Claims.

Section 8.02 Claims in Bankruptcy. In the event of receivership, bankruptcy, reorganization, arrangement, debtor's relief, or other insolvency proceedings involving any Obligor, the Collateral Agent on behalf of the Collateral Agent and the Guaranteed Creditors shall have the right to prove their claim in any proceeding, so as to establish their rights hereunder and receive directly from the receiver, trustee or other court custodian, dividends and payments which would otherwise be payable upon Obligor Claims. Each Obligor hereby assigns such dividends and payments to the Collateral Agent for the benefit of the Collateral Agent and the Guaranteed Creditors for application against the Borrower Obligations as provided under Section 10.02(c) of the Credit Agreement (or the Pari Passu Intercreditor Agreement if then in effect). Should any Agent or Guaranteed Creditor receive, for application upon the Obligations, any such dividend or payment which is otherwise payable to any Obligor, and which, as between such Obligors, shall constitute a credit upon the Obligor Claims, then upon payment in full in cash of the Borrower Obligations and the termination of all of the Commitments, the intended recipient shall become subrogated to the rights of the Collateral Agent and the Guaranteed Creditors to the extent that such payments to the Collateral Agent and the Guaranteed Creditors on the Obligor Claims have contributed toward the liquidation of the Obligations, and such subrogation shall be with respect to that proportion of the Obligations which would have been unpaid if the Collateral Agent and the Guaranteed Creditors had not received dividends or payments upon the Obligor Claims.

Section 8.03 Payments Held in Trust. In the event that notwithstanding Section 8.01 and Section 8.02, any Obligor should receive any funds, payments, claims or distributions which is prohibited by such Sections, then it agrees: (a) to hold in trust for the Collateral Agent and the Guaranteed Creditors an amount equal to the amount of all funds,

payments, claims or distributions so received, and (b) that it shall have absolutely no dominion over the amount of such funds, payments, claims or distributions except to pay them promptly to the Collateral Agent, for the benefit of the Guaranteed Creditors; and each Obligor covenants promptly to pay the same to the Collateral Agent.

Section 8.04 Liens Subordinate. Each Obligor agrees that, until the Borrower Obligations are paid in full in cash and the termination of all of the Commitments, any Liens securing payment of the Obligor Claims shall be and remain inferior and subordinate to any Liens securing payment of the Obligations, regardless of whether such encumbrances in favor of such Obligor, the Collateral Agent or any Guaranteed Creditor presently exist or are hereafter created or attach. Without the prior written consent of the Collateral Agent, no Obligor, during the period in which any of the Borrower Obligations are outstanding or the Commitments are in effect, shall (a) exercise or enforce any creditor's right it may have against any debtor in respect of the Obligor Claims, or (b) foreclose, repossess, sequester or otherwise take steps or institute any action or proceeding (judicial or otherwise, including without limitation the commencement of or joinder in any liquidation, bankruptcy, rearrangement, debtor's relief or insolvency proceeding) to enforce any Lien held by it.

Section 8.05 Notation of Records. Upon the request of the Required Lenders, all promissory notes and all accounts receivable ledgers or other evidence of the Obligor Claims accepted by or held by any Obligor shall contain a specific written notice thereon that the indebtedness evidenced thereby is subordinated under the terms of this Agreement.

ARTICLE IX
Miscellaneous

Section 9.01 Waiver. No failure on the part of the Collateral Agent or any Guaranteed Creditor to exercise and no delay in exercising, and no course of dealing with respect to, any right, power, privilege or remedy or any abandonment or discontinuance of steps to enforce such right, power, privilege or remedy under this Agreement or any other Guaranteed Document shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, privilege or remedy under this Agreement or any other Guaranteed Document preclude or be construed as a waiver of any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or equity.

Section 9.02 Notices. All notices and other communications provided for herein shall be given in the manner and subject to the terms of Section 12.01 of the Credit Agreement or the Pari Passu Intercreditor Agreement if then in effect; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1.

Section 9.03 Payment of Expenses, Indemnities, Etc.

(a) Each Guarantor, jointly and severally, agrees to pay or reimburse each Guaranteed Creditor for all out-of-pocket expenses incurred by such Person, including the fees, charges and disbursements of any counsel for the Collateral Agent or any Guaranteed Creditor,

in connection with the enforcement or protection of its rights in connection with this Agreement or any other Guaranteed Document, including, without limitation, all costs and expenses incurred in collecting against such Guarantor under the guarantee contained in ARTICLE II or otherwise enforcing or preserving any rights under this Agreement and the other Guaranteed Documents to which such Guarantor is a party.

(b) Each Guarantor, jointly and severally, agrees to pay, and to save the Guaranteed Creditors harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all Other Taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) Each Guarantor, jointly and severally, agrees to pay, and to save the Guaranteed Creditors harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent any Borrower would be required to do so pursuant to Section 12.03 of the Credit Agreement or the applicable provisions of any Pari Passu Lien Documents then in effect.

Section 9.04 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 12.02 of the Credit Agreement and the Pari Passu Intercreditor Agreement if then in effect.

Section 9.05 Successors and Assigns. The provisions of this Agreement shall be binding upon the Obligors and their successors and assigns and shall inure to the benefit of the Collateral Agent and the Guaranteed Creditors and their respective successors and assigns; provided that except as set forth in Section 12.04(a) of the Credit Agreement and any Pari Passu Lien Documents then in effect, no Obligor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Collateral Agent and the Guaranteed Creditors, and any such purported assignment, transfer or delegation shall be null and void.

Section 9.06 Survival; Revival; Reinstatement.

(a) All covenants, agreements, representations and warranties made by any Obligor herein and in the certificates or other instruments delivered pursuant to this Agreement or any other Guaranteed Document to which it is a party shall be considered to have been relied upon by the Collateral Agent and the Lenders and shall survive the execution and delivery of this Agreement and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Collateral Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under any Guaranteed Document is outstanding and unpaid and so long as the Commitments have not expired or terminated. The provisions of Section 9.03 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the resignation or removal of the Collateral Agent, the repayment of the Loans, the termination of the Commitments or the termination of this Agreement, any other Guaranteed Document or any provision hereof or thereof.

(b) To the extent that any payments on the Guarantor Obligations or proceeds of any Collateral are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, debtor in possession, receiver or other Person under any bankruptcy law, common law or equitable cause, then to such extent, the Guarantor Obligations so satisfied shall be revived and continue as if such payment or proceeds had not been received and the Collateral Agent's and the Guaranteed Creditors' Liens, security interests, rights, powers and remedies under this Agreement and each other Guaranteed Document shall continue in full force and effect. In such event, each Guaranteed Document shall be automatically reinstated and the Borrowers shall take such action as may be reasonably requested by the Collateral Agent and the Guaranteed Creditors to effect such reinstatement.

Section 9.07 Counterparts; Integration; Effectiveness.

(a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement and signature pages for all purposes.

(b) THIS AGREEMENT AND THE OTHER GUARANTEED DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES HERETO AND THERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

(c) This Agreement shall become effective when it shall have been executed by the Collateral Agent and when the Collateral Agent shall have received and duly delivered counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto, the Lenders, the other Guaranteed Creditors and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 9.08 Severability. Any provision of this Agreement or any other Guaranteed Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof or thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 9.09 Set-Off. If an Event of Default shall have occurred and be continuing, subject to the terms of any applicable Intercreditor Agreement, each Guaranteed Creditor and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set-off and apply any obligations (of whatsoever kind) at any time owing by such Guaranteed Creditor or Affiliate to or for the credit or the account of any Obligor against any of and all the obligations of such Obligor owed to such Guaranteed Creditor now or hereafter existing under this Agreement or any other Guaranteed Document, irrespective of whether or not such Guaranteed Creditor shall have made any demand under this Agreement or any other Guaranteed Document and although such obligations may be unmatured; provided, however, that in no event shall the Collateral Agent or any Guaranteed Creditor be entitled to exercise any such right of set-off in the Investment Accounts in connection with and as against the Indebtedness. The rights of each Guaranteed Creditor under this Section 9.09 are in addition to other rights and remedies (including other rights of set-off) which such Guaranteed Creditor or its Affiliates may have.

Section 9.10 Governing Law; Submission to Jurisdiction.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY ASSUMPTION AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HEREBY ACCEPTS FOR ITSELF AND (TO THE EXTENT PERMITTED BY LAW) IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS; PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE (I) ANY AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE ADMINISTRATIVE AGENT OR THE COLLATERAL AGENT OR (II) ANY PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT. EACH PARTY HEREBY AGREES THAT A FINAL JUDGMENT IN ANY SUCH LEGAL ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS.

(c) EACH PARTY HEREBY (I) IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER GUARANTEED DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN; (II) IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES; (III) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR ADMINISTRATIVE AGENT OR COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS, AND (IV) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, THE GUARANTEED DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION 9.10.

Section 9.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 9.12 Acknowledgments. Each Obligor hereby acknowledges that:

(a) neither the Collateral Agent nor any Guaranteed Creditor has any fiduciary relationship with or duty to any Obligor arising out of or in connection with this Agreement or any of the other Guaranteed Documents, and the relationship between the Obligors, on the one hand, and the Collateral Agent and Guaranteed Creditors, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(b) no joint venture is created hereby or by the other Guaranteed Documents or otherwise exists by virtue of the transactions contemplated hereby among the Guaranteed Creditors or among the Obligors and the Guaranteed Creditors.

(c) Each of the parties hereto specifically agrees that it has a duty to read this Agreement and the other Guaranteed Documents and agrees that it is charged with notice and knowledge of the terms of this Agreement and the other Guaranteed Documents; that it has in fact read this Agreement and the other Guaranteed Documents and is fully informed and has full notice and knowledge of the terms, conditions and effects thereof; that it has been represented by independent legal counsel of its choice throughout the negotiations preceding its execution of this Agreement and the other Guaranteed Documents and has received the advice of its attorney in the negotiation, execution and delivery of this Agreement and the Guaranteed Documents; and that it recognizes that certain of the terms of this Agreement and the Guaranteed Documents result in one party assuming the liability inherent in some aspects of the transaction and relieving the other party of its responsibility for such liability. **EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEABILITY OF ANY EXCULPATORY PROVISION OF THIS AGREEMENT AND THE GUARANTEED DOCUMENTS ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS."**

Section 9.13 Additional Obligors. Each Guarantor that is required to become a party to this Agreement pursuant to Section 8.14 of the Credit Agreement or the applicable provisions of any Pari Passu Lien Documents then in effect and is not a signatory hereto shall become an Obligor for all purposes of this Agreement upon execution and delivery by such Guarantor of an Assumption Agreement substantially in the form of Annex I hereto (each, an "Assumption Agreement") and shall thereafter have the same rights, benefits and obligations as an Obligor party hereto on the date hereof.

Section 9.14 Releases.

(a) Release Upon Payment in Full. The grant of a security interest hereunder and all of rights, powers and remedies in connection herewith shall remain in full force and effect until the Collateral Agent has (i) retransferred and delivered all Collateral in its possession to the Obligors, and (ii) executed a written release or termination statement and reassigned to the Obligors without recourse or warranty any remaining Collateral and all rights conveyed hereby. At such time as the Borrower Obligations shall have been paid in full in cash and the Commitments have been terminated, the Collateral Agent, at the written request and expense of the Borrowers, will promptly release, reassign and transfer the Collateral to the Obligors and declare this Agreement to be of no further force or effect, subject to the reinstatement provisions set forth herein.

(b) Partial Releases. If any of the Collateral shall be sold, transferred or otherwise disposed of by any Obligor in a transaction permitted by the Credit Agreement and any Pari Passu Lien Documents then in effect to a Person that is not, and is not required to be, an Obligor or if such Collateral becomes an Excluded Asset, then the Collateral Agent, at the request and sole expense of such Obligor, shall promptly (but in any event within ten (10) Business Days of receipt by the Collateral Agent of a written notice from the Borrowers with respect to such disposition) execute and deliver to such Obligor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral. At the request and sole expense of the Borrowers, a Guarantor shall be released from its obligations hereunder in the event that all the Equity Interests of such Guarantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement and any Pari Passu Lien Documents then in effect to a Person that is not, and is not required to be, an Obligor or if such Collateral becomes an Excluded Asset; provided that the Borrowers shall have delivered to the Collateral Agent, at least ten (10) Business Days prior to the date of the proposed release, a written request of a Responsible Officer of the Borrowers for release identifying the relevant Guarantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Borrowers stating that such transaction is in compliance with the Credit Agreement and the other Guaranteed Documents.

(c) Retention in Satisfaction. Except as may be expressly applicable pursuant to Section 9-620 of the UCC, no action taken or omission to act by the Collateral Agent or the Guaranteed Creditors hereunder, including, without limitation, any exercise of voting or consensual rights or any other action taken or inaction, shall be deemed to constitute a retention of the Collateral in satisfaction of the Obligations or otherwise to be in full satisfaction of the Obligations, and the Obligations shall remain in full force and effect, until the Collateral Agent and the Guaranteed Creditors shall have applied payments (including, without limitation, collections from Collateral) toward the Obligations in the full amount then outstanding.

Section 9.15 Acceptance. Each Obligor hereby expressly waives notice of acceptance of this Agreement, acceptance on the part of the Collateral Agent and the Guaranteed Creditors being conclusively presumed by their request for this Agreement and delivery of the same to the Collateral Agent.

Section 9.16 Incorporation by Reference. The parties to this Agreement acknowledge that all of the rights, protections, immunities and powers, including, without limitation, the right to indemnification applicable to Wilmington Trust, National Association as Administrative Agent and Collateral Agent under the Credit Agreement are hereby incorporated by reference and shall be applicable to Wilmington Trust, National Association as Collateral Agent under this Agreement as if fully set forth herein.

Section 9.17 Intercreditor Agreements. Notwithstanding anything herein to the contrary, the Collateral Agent acknowledges that the Liens and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, is subject to the provisions of the Intercreditor Agreements, in each case to the extent in effect. In the event of a conflict or any inconsistency between the terms of any Intercreditor Agreement and this Agreement, the terms of the applicable Intercreditor Agreement shall prevail to the extent then in effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered to be effective as of the date first above written.

PARENT BORROWER:

HORNBECK OFFSHORE SERVICES, INC.

By: /s/ James O. Harp, Jr.
Name: James O. Harp, Jr.
Title: Executive Vice President and Chief Financial Officer

CO-BORROWER:

HORNBECK OFFSHORE SERVICES, LLC

By: /s/ James O. Harp, Jr.
Name: James O. Harp, Jr.
Title: Executive Vice President and Chief Financial Officer

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered to be effective as of the date first above written.

GUARANTORS:

HORNBECK OFFSHORE TRANSPORTATION, LLC

HOS-IV, LLC

HORNBECK OFFSHORE TRINIDAD & TOBAGO, LLC

HORNBECK OFFSHORE OPERATORS, LLC

ENERGY SERVICES PUERTO RICO, LLC

HORNBECK OFFSHORE INTERNATIONAL, LLC

HOS PORT, LLC

HOI HOLDING, LLC

HOS HOLDING, LLC

By: /s/ James O. Harp, Jr.
Name: James O. Harp, Jr.
Title: Executive Vice President and Chief Financial Officer

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered to be effective as of the date first above written.

COLLATERAL AGENT:

WILMINGTON TRUST, NATIONAL ASSOCIATION

By: /s/ Nicole Kroll
Name: Nicole Kroll
Title: Assistant Vice President

Annex I

Assumption Agreement

ASSUMPTION AGREEMENT, dated as of [ ], 20[ ], made by [ ], a [ ] (the "Additional Obligor"), in favor of Wilmington Trust, National Association, as collateral agent (in such capacity, the "Collateral Agent") for the financial institutions (the "Lenders") that are or may become parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

W I T N E S E T H:

WHEREAS, Hornbeck Offshore Services, Inc., a Delaware corporation (the "Parent Borrower"), Hornbeck Offshore Services, LLC, a Delaware limited liability company (the "Co-Borrower" and, together with the Parent Borrower, collectively, the "Borrowers"), the Collateral Agent and the Lenders have entered into a Second Lien Term Loan Agreement, dated as of February 7, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain of their Affiliates (other than the Additional Obligor) have entered into the Second Lien Guaranty and Collateral Agreement, dated as of February 7, 2019 (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") in favor of the Collateral Agent for the benefit of the Guaranteed Creditors;

WHEREAS, the Credit Agreement requires the Additional Obligor to become a party to the Guaranty and Collateral Agreement; and

WHEREAS, the Additional Obligor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guaranty and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guaranty and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Obligor, as provided in Section 9.13 of the Guaranty and Collateral Agreement, hereby becomes a party to the Guaranty and Collateral Agreement as an Obligor thereunder with the same force and effect as if originally named therein as an Obligor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of an Obligor thereunder (including the guarantee of the "Guarantor Obligations" as defined in the Guaranty and Collateral Agreement) and expressly grants to the Collateral Agent for the ratable benefit of the Guaranteed Creditors, a security interest in all Collateral now owned or at any time hereafter acquired by such Additional Obligor as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the "Obligations" as defined in the Guaranty and Collateral Agreement. Each reference to an "Obligor" in the Guaranty and Collateral Agreement shall be deemed to include the Additional Obligor. The information set forth in Annex 1-A hereto is hereby added to the information set forth in Schedules 1 through 5 to the Guaranty and Collateral

Agreement. The Additional Obligor hereby represents and warrants that, as they relate to the Additional Obligor, each of the representations and warranties contained in Article IV of the Guaranty and Collateral Agreement is true and correct in all material respects (except that any such representations and warranties that are qualified by materiality shall be true and correct in all respects) on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. Governing Law. This Assumption Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

3. Loan Document. This Assumption Agreement shall constitute a Loan Document.

4. Binding Effect. Except as expressly supplemented hereby, the Guaranty and Collateral Agreement as in effect immediately prior to the effectiveness of this Assumption Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL OBLIGOR]

By: _____
Name:
Title:

Schedule 1

NOTICE ADDRESSES OF OBLIGORS

All notices and other communications to be delivered to any Borrower or to any other Obligor shall be delivered to them:

c/o Hornbeck Offshore Services, Inc.
Attn: James O. Harp, Jr., Executive Vice President and Chief Financial Officer
103 Northpark Boulevard, Suite 300
Covington, Louisiana 70433
Fax: (985) 727-2006

Schedule 2

FILINGS AND OTHER ACTIONS
REQUIRED TO PERFECT SECURITY INTERESTS

Filing of UCC-1 Financing Statements with respect to the Collateral with the Secretary of State of the State of Delaware.

LOCATION OF JURISDICTION OF ORGANIZATION AND CHIEF EXECUTIVE OFFICE

Borrowers

Legal name:	Hornbeck Offshore Services, Inc.
Jurisdiction of organization:	Delaware
Organization number:	2757751
Taxpayer identification number:	72-1375844
Chief Executive Office:	103 Northpark Boulevard, Suite 300, Covington, Louisiana 70433
Legal name:	Hornbeck Offshore Services, LLC
Jurisdiction of organization:	Delaware
Organization number:	2603868
Taxpayer identification number:	76-0497638
Chief Executive Office:	103 Northpark Boulevard, Suite 300, Covington, Louisiana 70433

Guarantors

Legal name:	HOS-IV, LLC
Jurisdiction of organization:	Delaware
Organization number:	3664519
Taxpayer identification number:	72-1375844
Chief Executive Office:	103 Northpark Boulevard, Suite 300, Covington, Louisiana 70433
Legal name:	Hornbeck Offshore Trinidad & Tobago, LLC
Jurisdiction of organization:	Delaware
Organization number:	3756721
Taxpayer identification number:	72-1375844
Chief Executive Office:	103 Northpark Boulevard, Suite 300, Covington, Louisiana 70433

Legal name:	Hornbeck Offshore Operators, LLC
Jurisdiction of organization:	Delaware
Organization number:	2757747
Taxpayer identification number:	72-1375845
Chief Executive Office:	103 Northpark Boulevard, Suite 300, Covington, Louisiana 70433
Legal name:	Hornbeck Offshore International, LLC
Jurisdiction of organization:	Delaware
Organization number:	3920301
Taxpayer identification number:	46-4191332
Chief Executive Office:	103 Northpark Boulevard, Suite 300, Covington, Louisiana 70433
Legal name:	HOS Port, LLC
Jurisdiction of organization:	Delaware
Organization number:	4077391
Taxpayer identification number:	72-1375844
Chief Executive Office:	103 Northpark Boulevard, Suite 300, Covington, Louisiana 70433
Legal name:	Energy Services Puerto Rico, LLC
Jurisdiction of organization:	Delaware
Organization number:	3469783
Taxpayer identification number:	72-1437129
Chief Executive Office:	103 Northpark Boulevard, Suite 300, Covington, Louisiana 70433
Legal name:	Hornbeck Offshore Transportation, LLC
Jurisdiction of organization:	Delaware
Organization number:	3469782
Taxpayer identification number:	72-1053262

Chief Executive Office:	103 Northpark Boulevard, Suite 300, Covington, Louisiana 70433
Legal name:	HOI Holding, LLC
Jurisdiction of organization:	Delaware
Organization number:	6671625
Taxpayer identification number:	83-1311429
Chief Executive Office:	103 Northpark Boulevard, Suite 300, Covington, Louisiana 70433
Legal name:	HOS Holding, LLC
Jurisdiction of organization:	Delaware
Organization number:	6671628
Taxpayer identification number:	83-1317522
Chief Executive Office:	103 Northpark Boulevard, Suite 300, Covington, Louisiana 70433

Each Obligor hereby represents that it has not used a different name or trade name or changed its corporate structure (e.g. by merger, consolidation, change in corporate form, change in jurisdiction of organization or otherwise) in the last five years.

Other than with respect to the creation and continued funding of various newly formed subsidiaries, the Borrowers have not acquired the equity interests of another entity or substantially all the assets of another entity within the past five years.

The current chief executive office or sole place of business of the Borrowers, as set forth herein, has been the location of its respective chief executive office or sole place of business during the last five years.

EFFECTIVE DATE DEPOSIT ACCOUNTS

Holder/Pledgor	Institution	Account Number	Account Name
Hornbeck Offshore Services, LLC	Capital One, National Association	812519034	Hornbeck Offshore Services, LLC
Hornbeck Offshore Services, LLC	Capital One, National Association	2082103956	Hornbeck Offshore Services, LLC
Hornbeck Offshore Services, LLC	Hancock Whitney Bank	0045971446	Hornbeck Offshore Services, LLC
Hornbeck Offshore Services, LLC	DNB Bank ASA	17744001	Hornbeck Offshore Services, LLC
Hornbeck Offshore Operators, LLC	Capital One, National Association	812519344	Hornbeck Offshore Operators, LLC
Hornbeck Offshore Services, LLC	JP Morgan Chase Bank, N.A.	3616776639	Hornbeck Offshore Services, LLC

Schedule 5

PLEDGED COLLATERAL

Issuer	Holder/Obligor	% of Outstanding Interest
Hornbeck Offshore Navegacao, Ltda.	Hornbeck Offshore International, LLC	65%
HOI Holding, LLC	Hornbeck Offshore International, LLC	100%
HOS Holding, LLC	Hornbeck Offshore Services, LLC	100%
HOS de Mexico II, S. de R.L. de C.V.	HOI Holding, LLC	65%

Exhibit 10.3

INTERCREDITOR AGREEMENT

by and among

WILMINGTON TRUST, NATIONAL ASSOCIATION
as Initial First Lien Administrative Agent and as Initial First Lien Collateral Agent

WILMINGTON TRUST, NATIONAL ASSOCIATION
as Initial Second Lien Administrative Agent and as Initial Second Lien Collateral Agent

EACH ADDITIONAL REPRESENTATIVE
as defined herein,

HORNBECK OFFSHORE SERVICES, INC.
as the Company

and

THE VARIOUS ENTITIES NAMED IN THIS AGREEMENT
as Grantors

Dated as of
February 7, 2019

INTERCREDITOR AGREEMENT

This INTERCREDITOR AGREEMENT is dated as of February 7, 2019, and entered into by and among HORNBECK OFFSHORE SERVICES, INC., a Delaware corporation (the "Company"), HORNBECK OFFSHORE SERVICES, LLC, a Delaware limited liability company (the "Co-Borrower"), each other Grantor (as hereinafter defined), WILMINGTON TRUST NATIONAL ASSOCIATION, as administrative agent under the Initial First Lien Term Loan Agreement (as hereinafter defined) (in such capacity, together with its successors and permitted assigns from time to time, the "Initial First Lien Administrative Agent") and as Authorized Collateral Agent (as hereinafter defined) for the Initial First Lien Secured Parties (as hereinafter defined) (in such capacity, together with its successors and permitted assigns from time to time, the "Initial First Lien Collateral Agent"), WILMINGTON TRUST NATIONAL ASSOCIATION, as administrative agent under the Initial Second Lien Term Loan Agreement (in such capacity, together with its successors and permitted assigns from time to time, the "Initial Second Lien Administrative Agent") and as Authorized Collateral Agent for the Initial Second Lien Secured Parties (as hereinafter defined) (in such capacity, together with its successors and permitted assigns from time to time, the "Initial Second Lien Collateral Agent"), and each other Additional Representative that from time to time becomes party hereto.

In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Initial First Lien Collateral Agent (for itself and on behalf of the Initial First Lien Secured Parties), the Initial First Lien Administrative Agent (for itself and on behalf of the Initial First Lien Secured Parties), the Initial Second Lien Collateral Agent (for itself and on behalf of the Initial Second Lien Secured Parties), the Initial Second Lien Administrative Agent (for itself and on behalf of the Initial Second Lien Secured Parties), following the joinder to this Agreement, each Additional First Lien Representative (for itself and on behalf of the Additional First Lien Secured Parties under the applicable Additional First Lien Indebtedness), following its joinder to this Agreement, each Additional Second Lien Representative (for itself and on behalf of the Additional Second Lien Secured Parties under the applicable Additional Second Lien Indebtedness) and, following its joinder to this Agreement, each Third Lien Representative (for itself and on behalf of the Third Lien Secured Parties under the applicable Third Lien Indebtedness) agree as follows:

ARTICLE I.

DEFINED TERMS

Section 1.1 Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Additional First Lien Agreement" means each indenture, credit facility or other agreement (other than the Initial First Lien Term Loan Agreement), entered into in compliance with this Agreement, pursuant to which any one or more Grantors incurs Additional First Lien Indebtedness.

"Additional First Lien Financing Documents" means, collectively, with respect to any Additional First Lien Obligations, each Additional First Lien Agreement and each guarantee, collateral agreement and any intercreditor or joinder agreement among any Additional First Lien Secured Parties with respect to such Additional First Lien Obligations (or binding upon them through one or more of their representatives), to the extent such are effective at the relevant time, or other similar agreement entered into by any Grantor in connection with any Additional First Lien Agreement.

"Additional First Lien Indebtedness" has the meaning assigned to that term in Section 5.5(b).

"Additional First Lien Obligations" means the "Indebtedness" (or the equivalent term) as defined in the applicable Additional First Lien Financing Documents and all other obligations of the Grantors from time to time arising under or in respect of the due and punctual payment of (a) the principal of and premium, if any, and interest (including interest accruing during the pendency of any Insolvency or Liquidation Proceeding, regardless of whether allowed or allowable in such proceeding) on the Indebtedness for borrowed money outstanding under each Additional First Lien Agreement, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (b) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any Insolvency or Liquidation Proceeding, regardless of whether allowed or allowable in such proceeding), of the Grantors under the Additional First Lien Financing Documents owing to the Additional First Lien Secured Parties (in their capacity as such).

"Additional First Lien Representative" means the administrative agent, trustee or similar entity for the lenders or holders of obligations, as applicable, under any Additional First Lien Agreement, together with its successors and permitted assigns.

"Additional First Lien Secured Party" means at any relevant time, subject to Section 5.5, the First Lien Collateral Agent, each Additional First Lien Representative and each holder of Additional First Lien Indebtedness.

"Additional Representative" means any Additional First Lien Representative, any Additional Second Lien Representative or any Third Lien Representative.

"Additional Second Lien Agreement" means each indenture, credit facility or other agreement (other than the Initial Second Lien Term Loan Agreement), entered into in compliance with this Agreement, pursuant to which any one or more Grantors incurs Additional Second Lien Indebtedness.

"Additional Second Lien Financing Documents" means, collectively, with respect to any Additional Second Lien Obligations, each Additional Second Lien Agreement, each guarantee, collateral agreement and any intercreditor or joinder agreement among any Additional Second Lien Secured Parties with respect to such Additional Second Lien Obligations (or binding upon them through one or more of their representatives), to the extent such are effective at the relevant time, or other similar agreement entered into by any Grantor in connection with any Additional Second Lien Agreement.

"Additional Second Lien Indebtedness" means Indebtedness that was incurred in compliance with Section 5.7 that represents Second Lien Obligations.

"Additional Second Lien Obligations" means the "Indebtedness" (or the equivalent term) as defined in the applicable Additional Second Lien Financing Documents and all other obligations of the Grantors from time to time arising under or in respect of the due and punctual payment of (a) the principal of and premium, if any, and interest (including interest accruing during the pendency of any Insolvency or Liquidation Proceeding, regardless of whether allowed or allowable in such proceeding) on the Indebtedness for borrowed money outstanding under each Additional Second Lien Agreement, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (b) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any Insolvency or Liquidation Proceeding, regardless of whether allowed or allowable in such proceeding), of the Grantors under the Additional Second Lien Financing Documents owing to the Additional Second Lien Secured Parties (in their capacity as such).

"Additional Second Lien Representative" means the administrative agent, trustee or similar entity for the lenders or holders of obligations, as applicable, under the Additional Second Lien Agreement, together with its successors and permitted assigns.

"Additional Second Lien Secured Parties" means at any relevant time, subject to Section 5.7, the Second Lien Collateral Agent, each Additional Second Lien Representative and each holder of Additional Second Lien Indebtedness.

"Agreement" means this Intercreditor Agreement.

"Authorized Collateral Agent" unless specified otherwise in the First Lien Financing Documents, the Second Lien Financing Documents or the Third Lien Financing Documents, as applicable, means the Person or Persons authorized by the related Secured Parties to act on their behalf with respect to their Liens or the obligations owed to them under such Secured Parties' respective agreements.

"Bankruptcy Code" means Title I of the Bankruptcy Reform Act of 1978, as amended and codified as Title 11 of the United States Code.

"Bankruptcy Law" means the Bankruptcy Code and any similar federal, state or foreign law for the relief of debtors, including the Mexican *Ley de Concursos Mercantiles*.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed.

"Collateral" means all of the assets and property of any Grantor, whether real, personal or mixed, that has been granted as First Lien Collateral, Second Lien Collateral and Third Lien Collateral, including the U.S.-flag vessels and the Mexican-flag vessels listed on Schedules 1 and 2 hereto, respectively.

"Company" has the meaning assigned to that term in the recitals hereto.

"Debt Representative" means the Initial First Lien Administrative Agent, the Initial Second Lien Administrative Agent, each Additional First Lien Representative, each Additional Second Lien Representative and each Third Lien Representative.

"DIP Financing" has the meaning assigned to that term in Section 6.1.

"Discharge of First Lien Obligations" means, except to the extent otherwise provided in Section 5.5 hereof, (a) payment in full in cash of the principal of, interest (including interest accruing on or after the commencement of any Insolvency or Liquidation Proceeding at the rate set forth in the First Lien Financing Documents, whether or not allowed or allowable in such proceeding) and premium (if any) on all First Lien Obligations outstanding under the First Lien Financing Documents, (b) payment in full in cash of all other First Lien Obligations that are due and payable or otherwise accrued and owing at or prior to the time such principal and interest are paid or commitments referred to in the following clause (c) are terminated (other than any contingent obligations for which no demand or claim has been made), and (c) termination of all other commitments of the First Lien Secured Parties to extend credit under the First Lien Financing Documents.

"Discharge of Second Lien Obligations" means, except to the extent otherwise provided in Section 5.7 hereof, (a) payment in full in cash of the principal of, interest (including interest accruing on or after the commencement of any Insolvency or Liquidation Proceeding at the rate set forth in the Second Lien Financing Documents, whether or not allowed or allowable in such proceeding) and premium (if any) on all Second Lien Obligations outstanding under the Second Lien Financing Documents, (b) payment in full in cash of all other Second Lien Obligations that are due and payable or otherwise accrued and owing at or prior to the time such principal and interest are paid (other than any contingent obligations for which no demand or claim has been made), and (c) termination of all other commitments of the Second Lien Secured Parties to extend credit under the Second Lien Financing Documents.

"Discharge of Third Lien Obligations" means, except to the extent otherwise provided in Section 5.8 hereof, (a) payment in full in cash of the principal of, interest (including interest accruing on or after the commencement of any Insolvency or Liquidation Proceeding at the rate set forth in the Third Lien Financing Documents, whether or not allowed or allowable in such proceeding) and premium (if any) on all Third Lien Obligations outstanding under the Third Lien Financing Documents, (b) payment in full in cash of all other Third Lien Obligations that are due and payable or otherwise accrued and owing at or prior to the time such principal and interest are paid (other than any contingent obligations for which no demand or claim has been made), and (c) termination of all other commitments of the Third Lien Secured Parties to extend credit under the Third Lien Financing Documents.

"Disposition" has the meaning assigned to that term in Section 5.1(b).

"Enforcement Action" means an action under applicable law to:

(a) foreclose, execute, levy, or collect on, take possession or control of (other for purposes of perfection), sell or otherwise realize upon (judicially or non-judicially), or lease, license, or otherwise dispose of (whether publicly or privately), Collateral, or otherwise exercise or enforce remedial rights with respect to Collateral under the Financing Documents (including by way of set-off, recoupment, notification of a public or private sale or other disposition pursuant to the UCC or other applicable law, notification to account debtors, notification to depositary banks under deposit account control agreements, or exercise of rights under landlord consents, if applicable),

(b) solicit bids from third Persons to conduct the liquidation or disposition of Collateral or to engage or retain sales brokers, marketing agents, investment bankers, accountants, appraisers, auctioneers, or other third Persons for the purposes of valuing, marketing, promoting and selling Collateral,

(c) receive a transfer of Collateral in satisfaction of Indebtedness or any other obligation secured thereby,

(d) otherwise enforce a security interest or exercise another right or remedy, as a secured creditor or otherwise, pertaining to the Collateral at law, in equity, or pursuant to the Financing Documents (including the commencement of applicable legal proceedings or other actions with respect to Collateral to facilitate the actions described in the preceding clauses, and exercising voting rights in respect of equity interests comprising Collateral), or

(e) effect the Disposition of Collateral by any Grantor after the occurrence and during the continuation of a First Lien Debt Default under the First Lien Financing Documents with the consent of First Lien Collateral Agent, a Second Lien Debt Default under the Second Lien Financing Documents with the consent of Second Lien Collateral Agent or a Third Lien Debt Default under the Third Lien Financing Documents with the consent of Third Lien Collateral Agent.

"Financing Documents" means any of the First Lien Financing Documents, the Second Lien Financing Documents and/or the Third Lien Financing Documents, as the context may require, including the vessel mortgages on U.S.-flag vessels that are Collateral described on Schedule 3 hereto and the vessel mortgages on Mexican-flag vessels that are Collateral described on Schedule 4 hereto.

"First Lien Collateral" means (i) the "Collateral", as such term in the First Lien Term Loan Agreement and/or, as applicable, the First Lien Financing Documents, and (ii) any other assets and property of any Grantor, whether real, personal or mixed, with respect to which a Lien is granted or purported to be granted as security for any First Lien Obligations.

"First Lien Collateral Agent" means (i) in the case of any Initial First Lien Obligations or the Initial First Lien Secured Parties, the Initial First Lien Collateral Agent and (ii) in the case of any Additional First Lien Obligations and the Additional First Lien Secured Parties in respect thereof, the Person serving as collateral agent (or the equivalent) for such Additional First Lien Obligations and that is named as the First Lien Collateral Agent in respect of such Additional First Lien Obligations in the applicable First Lien Joinder, together with its successors and assigns in such capacity.

"First Lien Debt Default" means the occurrence of any of the following:

(a) an "Event of Default" under and as defined in the Initial First Lien Term Loan Agreement; or

(b) any event or condition which, under the terms of any Additional First Lien Agreement, causes, or permits holders of the Additional First Lien Obligations with respect to such Additional First Lien Agreement to cause, such Additional First Lien Obligations to become immediately due and payable.

"First Lien Financing Documents" means, collectively, the Initial First Lien Financing Documents and any Additional First Lien Financing Documents.

"First Lien Joinder" means a joinder agreement substantially in the form of Exhibit B-1 hereto.

"First Lien Obligations" means (a) the Initial First Lien Obligations and (b) the Additional First Lien Obligations.

"First Lien Secured Parties" means, at any relevant time, (a) the Initial First Lien Collateral Agent, the Initial First Lien Administrative Agent, and the other Initial First Lien Secured Parties, (b) each Additional First Lien Representative and (c) each other holder of First Lien Obligations at that time.

"First Lien Security Documents" means the "Security Instruments" (as defined in the Initial First Lien Term Loan Agreement), each Grantor Joinder and any other agreement, document or instrument pursuant to which a Lien is granted securing the First Lien Obligations or under which rights or remedies with respect to such Liens are governed.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Grantor Joinder" means a joinder agreement substantially in the form of Exhibit A hereto.

"Grantors" means the Company and each other Person that has or may from time to time hereafter execute and deliver a First Lien Security Document, a Second Lien Security Document or a Third Lien Security Document, as a "Grantor" (or the equivalent thereof).

"Indebtedness" means and includes all obligations that constitute "Debt" (or the equivalent term) within the meaning of the First Lien Financing Documents, the Second Lien Financing Documents or the Third Lien Financing Documents, as applicable.

"Initial First Lien Administrative Agent" has the meaning assigned to that term in the preamble hereto; provided that following a Refinancing in respect of the Initial First Lien Term Loan Agreement made in accordance with Section 5.5, such term shall mean the applicable New First Lien Agent.

"Initial First Lien Collateral Agent" has the meaning assigned to that term in the preamble hereto; provided that following a Refinancing in respect of the Initial First Lien Term Loan Agreement made in accordance with Section 5.5, such term shall mean the applicable New First Lien Agent.

"Initial First Lien Financing Documents" means the Initial First Lien Term Loan Agreement, together with each other "Loan Document" as defined in the Initial First Lien Term Loan Agreement.

"Initial First Lien Lenders" means the "Lenders" (as defined in the Initial First Term Loan Agreement) under the Initial First Lien Term Loan Agreement.

"Initial First Lien Obligations" means the "Indebtedness" as defined in the Initial First Lien Financing Documents and all other obligations of the Company and the Grantors from time to time arising under the Initial First Lien Financing Documents under or in respect of the due and punctual payment of (a) the principal of and premium if any, and interest (including interest accruing during the pendency of any Insolvency or Liquidation Proceeding, regardless of whether allowed or allowable in such proceeding) under the Initial First Lien Term Loan Agreement, when and as due, whether at maturity, by acceleration, upon repayment, prepayment or otherwise, and (b) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any Insolvency or Liquidation Proceeding, regardless of whether allowed or allowable in such proceeding), of the Company or any other Grantor under the Initial First Lien Term Loan Agreement owing to the Initial First Lien Secured Parties (in their capacity as such). Following a Refinancing in respect of the Initial First Lien Term Loan Agreement made in accordance with Section 5.5, all obligations (including but not limited to Refinancing Indebtedness) arising under or evidenced by the related Additional First Lien Financing Documents shall constitute "First Lien Obligations" for all purposes of this Agreement to the extent that such obligations would have constituted Initial First Lien Obligations if incurred under the Initial First Lien Financing Documents.

"Initial First Lien Secured Parties" means, collectively, the Initial First Lien Administrative Agent, the Initial First Lien Collateral Agent, the Initial First Lien Lenders and any other holder of "Indebtedness" as defined in the Initial First Lien Term Loan Agreement from time to time.

"Initial First Lien Term Loan Agreement" means that certain First Lien Term Loan Agreement, dated as of June 15, 2017, among the Company, the Co-Borrower, the Initial First Lien Lenders, the Initial First Lien Administrative Agent and the Initial First Lien Collateral Agent.

"Initial Second Lien Administrative Agent" has the meaning assigned to that term in the preamble hereto; provided that following a Refinancing in respect of the Initial Second Lien Term Loan Agreement made in accordance with Section 5.7, such term shall mean the applicable New Second Lien Agent.

"Initial Second Lien Collateral Agent" has the meaning assigned to that term in the preamble hereto; provided that following a Refinancing in respect of the Initial Second Lien Term Loan Agreement made in accordance with Section 5.7, such term shall mean the applicable New Second Lien Agent.

"Initial Second Lien Financing Documents" means the Initial Second Lien Term Loan Agreement, together with each other "Loan Document" as defined in the Initial Second Lien Term Loan Agreement.

"Initial Second Lien Lender" means the "Lenders" (as defined in the Initial Second Lien Term Loan Agreement) under the Initial Second Lien Term Loan Agreement.

"Initial Second Lien Obligations" means the "Indebtedness" as defined in the Initial Second Lien Financing Documents and all other obligations of the Company and the Grantors from time to time arising under the Initial Second Lien Financing Documents under or in respect of the due and punctual payment of (a) the principal of and premium if any, and interest (including interest accruing during the pendency of any Insolvency or Liquidation Proceeding, regardless of whether allowed or allowable in such proceeding) under the Initial Second Lien Term Loan Agreement, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (b) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any Insolvency or Liquidation Proceeding, regardless of whether allowed or allowable in such proceeding), of the Company or any other Grantor under the Initial Second Lien Term Loan Agreement owing to the Initial Second Lien Secured Parties (in their capacity as such). Following a Refinancing in respect of the Initial Second Lien Term Loan Agreement made in accordance with Section 5.7, all obligations (including but not limited to Refinancing Indebtedness) arising under or evidenced by the related Additional Second Lien Financing Documents shall constitute "Second Lien Obligations" for all purposes of this Agreement to the extent that such obligations would have constituted Initial Second Lien Obligations if incurred under the Initial Second Lien Financing Documents.

"Initial Second Lien Secured Parties" means, collectively, the Initial Second Lien Administrative Agent, the Initial Second Lien Collateral Agent, the Initial Second Lien Lenders and any other holder of "Indebtedness" as defined in the Initial Second Lien Term Loan Agreement from time to time.

"Initial Second Lien Term Loan Agreement" means that certain Second Lien Term Loan Agreement, dated as of February 7, 2019, among the Company, the Co-Borrower, the Initial Second Lien Lenders, the Initial Second Lien Administrative Agent and the Initial Second Lien Collateral Agent.

"Insolvency or Liquidation Proceeding" means:

(a) any voluntary or involuntary case or proceeding under the Bankruptcy Code or any Bankruptcy Law with respect to any Grantor;

(b) any other voluntary or involuntary insolvency, reorganization, *concurso mercantile*, *quiebra* or bankruptcy case or proceeding, or any receivership, liquidation, reorganization or other similar case or proceeding with respect to any Grantor or with respect to a material portion of any Grantor's assets;

(c) any proceeding for the liquidation, dissolution, *concurso mercantile*, *quiebra*, reorganization or winding up of any Grantor whether voluntary or involuntary and whether or not involving insolvency or bankruptcy; or

(d) any assignment for the benefit of creditors or any other marshalling of assets and liabilities of any Grantor.

"Joinder" means any First Lien Joinder, Second Lien Joinder or Third Lien Joinder, as the context may require.

"Lien" means, with respect to any Property, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such Property, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the UCC other than a precautionary financing statement respecting a lease not intended as a security agreement) or any assignment (or agreement to assign) any right to income or profits from any Property by way of security.

"Mexico" shall mean the United Mexican States.

"New Agent" means any New First Lien Agent, New Second Lien Agent or New Third Lien Agent, as the context may require.

"New First Lien Agents" has the meaning assigned to that term in Section 5.5(f).

"New First Lien Debt Notice" has the meaning assigned to that term in Section 5.5(f).

"New Second Lien Agents" has the meaning assigned to that term in Section 5.7(c).

"New Second Lien Debt Notice" has the meaning assigned to that term in Section 5.7(c).

"New Third Lien Agents" has the meaning assigned to that term in Section 5.8(c).

"New Third Lien Debt Notice" has the meaning assigned to that term in Section 5.8(c).

"Obligations" means any of the First Lien Obligations, the Second Lien Obligations or the Third Lien Obligations.

"Officers' Certificate" means a certificate with respect to compliance with a condition or covenant provided for in this Agreement, signed on behalf of the Company by an officer of the Company.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Pledged Collateral" has the meaning assigned to that term in Section 5.4(a).

"Purchase Event" has the meaning assigned to that term in Section 5.6(a).

"Purchase Price" has the meaning assigned to that term in Section 5.6(b).

"Recovery" has the meaning assigned to that term in Section 6.5.

"Refinance" means, in respect of any Indebtedness, to refinance, extend, renew, defease, replace, refund or repay, or to issue other indebtedness ("Refinancing Indebtedness"), in exchange or replacement for, such Indebtedness in whole or in part. "Refinanced" and "Refinancing" shall have correlative meanings.

"Refinance Agreement" means, in respect of any Refinancing Indebtedness, the definitive credit or loan agreement, indenture, note or other instrument governing such Refinancing Indebtedness.

"Refinance Documents" means, in respect of any Refinancing Indebtedness, the Refinance Agreement governing such Refinancing Indebtedness, together with all of the promissory notes evidencing the same, all guaranties thereof and all Refinance Security Documents, and each of the other agreements, documents and instruments providing for or evidencing any other obligation in respect of such Refinancing Indebtedness, and any other document or instrument executed or delivered at any time in connection with any Refinance Agreement, including any intercreditor or joinder agreement among holders of Refinancing Indebtedness.

"Refinance Security Documents" means, in respect of any Refinancing Indebtedness, the "Security Instruments" (or equivalent term) as defined in the applicable Refinance Agreement, and any other agreement, document or instrument pursuant to which a Lien is granted securing the obligations of the Grantors in respect of such Refinancing Indebtedness or under which rights or remedies with respect to such Liens are governed.

"Refinancing Indebtedness" has the meaning assigned to that term in the defined term "Refinance."

"Second Lien Collateral" means any assets and property of any Grantor, whether real, personal or mixed, with respect to which a Lien is granted or purported to be granted as security for any Second Lien Obligations.

"Second Lien Collateral Agent" means the Initial Second Lien Collateral Agent and any other Person designated by the holders of Second Lien Obligations or the Second Lien Representatives to serve as the collateral agent for all Second Lien Obligations.

"Second Lien Debt Default" means the occurrence of any of the following:

(a) an "Event of Default" under and as defined in the Initial Second Lien Term Loan Agreement; or

(b) any event or condition which, under the terms of any Additional Second Lien Agreement, causes, or permits holders of the Additional Second Lien Obligations with respect to such Additional Second Lien Agreement to cause, such Additional Second Lien Obligations to become immediately due and payable.

"Second Lien Financing Documents" means, collectively, the Initial Second Lien Financing Documents and the Additional Second Lien Financing Documents.

"Second Lien Joinder" means a joinder agreement substantially in the form of Exhibit B-2 hereto.

"Second Lien Obligations" means (a) the Initial Second Lien Obligations and (b) subject to Section 5.7, the Additional Second Lien Obligations.

"Second Lien Representatives" means, at any relevant time, (a) the Initial Second Lien Administrative Agent and (b) the Additional Second Lien Representative.

"Second Lien Secured Parties" means, at any relevant time, (a) the Initial Second Lien Secured Parties and (b) the Additional Second Lien Secured Parties.

"Second Lien Security Documents" means the Security Instruments (as defined in the Initial Second Lien Term Loan Agreement), each Grantor Joinder and any other agreement, document or instrument pursuant to which a Lien is granted securing the Second Lien Obligations or under which rights or remedies with respect to such Liens are governed.

"Secured Party" means any of the First Lien Secured Parties, the Second Lien Secured Parties or the Third Lien Secured Parties, as the context requires.

"Third Lien Agreement" means each indenture, credit facility or other agreement, entered into in compliance with this Agreement, pursuant to which any one or more Grantors incurs Third Lien Indebtedness.

"Third Lien Collateral" means any assets and property of any Grantor, whether real, personal or mixed, with respect to which a Lien is granted or purported to be granted as security for any Third Lien Obligations.

"Third Lien Collateral Agent" means the Person serving as collateral agent (or the equivalent) for such Third Lien Obligations and that is named as the Third Lien Collateral Agent in respect of such Third Lien Obligations in the applicable Third Lien Joinder.

"Third Lien Debt Default" means an "Event of Default" under and as defined in the Third Lien Term Loan Agreement.

"Third Lien Financing Documents" means each Third Lien Agreement and each guarantee, collateral agreement and any intercreditor or joinder agreement among any Third Lien Secured Parties with respect to such Third Lien Obligations (or binding upon them through one or more of their representatives), to the extent such are effective at the relevant time, or other similar agreement entered into by any Grantor in connection with any Third Lien Agreement, as each may be amended, restated, supplemented, modified, renewed, Refinanced or extended from time to time in accordance with this provisions of this Agreement.

"Third Lien Indebtedness" means Indebtedness that was incurred in compliance with Section 5.8 that represents Third Lien Obligations.

"Third Lien Joinder" means a joinder agreement substantially in the form of Exhibit B-3 hereto.

"Third Lien Obligations" means all obligations of the Grantors from time to time arising under the Third Lien Financing Documents under or in respect of the due and punctual payment of (a) the principal of and premium, if any, and interest (including interest accruing during the pendency of any Insolvency or Liquidation Proceeding, regardless of whether allowed or allowable in such proceeding) on the Indebtedness for borrowed money outstanding under each Third Lien Agreement, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (b) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any Insolvency or Liquidation Proceeding, regardless of whether allowed or allowable in such proceeding), of the Grantors under the Third Lien Financing Documents owing to the Third Lien Secured Parties (in their capacity as such).

"Third Lien Representative" means the administrative agent, trustee or similar entity for the lenders or holders of obligations, as applicable, under any Third Lien Agreement, together with its successors and permitted assigns.

"Third Lien Secured Party" means at any relevant time, subject to Section 5.8, each Third Lien Representative and each holder of Third Lien Indebtedness.

"Third Lien Security Documents" means any other agreement, document or instrument pursuant to which a Lien is granted securing the Third Lien Obligations or under which rights or remedies with respect to such Liens are governed, as each may be amended, restated, supplemented, Refinanced or otherwise modified from time to time.

"UCC" means the Uniform Commercial Code (or any similar or equivalent legislation) as in effect in any applicable jurisdiction.

Section 1.2 Terms Generally. The definitions of terms in this Agreement shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words

"include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise: (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented, Refinanced or otherwise modified from time to time; (b) any reference herein to any Person shall be construed to include such Person's successors and assigns; (c) the words "herein," "hereof' and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof; (d) all references herein to Sections shall be construed to refer to Sections of this Agreement; (e) any reference to any law or regulation herein shall refer to such law or regulation as amended, modified or supplemented from time to time and (f) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

Section 1.3 Interpretive Effect of Refinancing. (a) Following a Refinancing of First Lien Obligations made in accordance with the terms of this Agreement (including Sections 5.3 and 5.5), each reference to a First Lien Loan Agreement hereunder shall be deemed for all purposes to be a reference to the associated Refinance Agreement, each reference to the First Lien Financing Documents hereunder shall be deemed for all purposes to be a reference to the associated Refinance Documents, each reference to First Lien Obligations shall be deemed for all purposes to be a reference to the associated Refinancing Indebtedness, and each reference to First Lien Security Documents shall be deemed for all purposes to be a reference to the Refinancing Security Documents.

(b) Following a Refinancing of Second Lien Obligations made in accordance with the terms of this Agreement (including Sections 5.3 and 5.7), each reference to a Second Lien Loan Agreement hereunder shall be deemed for all purposes to be a reference to the associated Refinance Agreement, each reference to the Second Lien Financing Documents hereunder shall be deemed for all purposes to be a reference to the associated Refinance Documents, each reference to Second Lien Obligations shall be deemed for all purposes to be a reference to the associated Refinancing Indebtedness, and each reference to Second Lien Security Documents shall be deemed for all purposes to be a reference to the Refinancing Security Documents.

(c) Following a Refinancing of Third Lien Obligations made in accordance with the terms of this Agreement (including Sections 5.3 and 5.8), each reference to a Third Lien Loan Agreement hereunder shall be deemed for all purposes to be a reference to the associated Refinance Agreement, each reference to the Third Lien Financing Documents hereunder shall be deemed for all purposes to be a reference to the associated Refinance Documents, each reference to Third Lien Obligations shall be deemed for all purposes to be a reference to the associated Refinancing Indebtedness, and each reference to Third Lien Security Documents shall be deemed for all purposes to be a reference to the Refinancing Security Documents.

ARTICLE II.

LIEN PRIORITIES

Section 2.1 Relative Priorities. (a) Notwithstanding the date, time, method, manner or order of grant, attachment or perfection of any Liens securing any of the Obligations granted on the Collateral, and notwithstanding any provision of the UCC or any other applicable law or of the Financing Documents, or any defect or deficiencies in, or failure to perfect, the Liens securing any of the Obligations or any other circumstance whatsoever, the Second Lien Collateral Agent, on behalf of itself and the Second Lien Secured Parties, and the Third Lien Collateral Agent, on behalf of itself and the Third Lien Secured Parties, hereby agree that:

(i) any Lien on the Collateral securing any First Lien Obligations now or hereafter held by or on behalf of the First Lien Collateral Agent, any Additional First Lien Representative or any First Lien Secured Parties or any agent or trustee therefor, regardless of how acquired, whether by grant, possession, statute, operation of law, subrogation or otherwise, shall be senior in all respects and prior to any Lien on the Collateral securing any Second Lien Obligations and any Third Lien Obligations;

(ii) any Lien on the Collateral securing (A) any Second Lien Obligations now or hereafter held by or on behalf of the Second Lien Collateral Agent, any Additional Second Lien Representative or any Second Lien Secured Parties, or (B) any Third Lien Obligations now or hereafter held by or on behalf of the Third Lien Collateral Agent, any Third Lien Representative or any Third Lien Secured Parties, or any agent or trustee for any of the foregoing, regardless of how acquired, whether by grant, possession, statute, operation of law, subrogation or otherwise, shall be junior and subordinate in all respects to all Liens on the Collateral securing any First Lien Obligations; and

(iii) all Liens on the Collateral securing any First Lien Obligations shall be and remain senior in all respects and prior to all Liens on the Collateral securing any Second Lien Obligations and Third Lien Obligations for all purposes, whether or not such Liens securing any First Lien Obligations are subordinated to any Lien securing any other obligation of any Grantor or any other Person.

(b) Notwithstanding the date, time, method, manner or order of grant, attachment or perfection of any Liens securing the Second Lien Obligations granted on the Collateral, and notwithstanding any provision of the UCC or any other applicable law or of the Second Lien Financing Documents or the Third Lien Financing Documents, or any defect or deficiencies in, or failure to perfect, the Liens securing the Second Lien Obligations or any other circumstance whatsoever, the Third Lien Collateral Agent, on behalf of itself and the Third Lien Secured Parties, hereby agrees that:

(i) any Lien on the Collateral securing any Second Lien Obligations now or hereafter held by or on behalf of the Second Lien Collateral Agent, any

Additional Second Lien Representative, any Second Lien Secured Parties or any agent or trustee therefor, regardless of how acquired, whether by grant, possession, statute, operation of law, subrogation or otherwise, shall be senior in all respects and prior to any Lien on the Collateral securing any Third Lien Obligations;

(ii) any Lien on the Collateral securing any Third Lien Obligations now or hereafter held by or on behalf of the Third Lien Collateral Agent, any Third Lien Representative or any Third Lien Secured Parties or any agent or trustee therefor regardless of how acquired, whether by grant, possession, statute, operation of law, subrogation or otherwise, shall be junior and subordinate in all respects to all Liens on the Collateral securing any Second Lien Obligations; and

(iii) all Liens on the Collateral securing any Second Lien Obligations shall be and remain senior in all respects and prior to all Liens on the Collateral securing any Third Lien Obligations for all purposes, whether or not such Liens securing any Second Lien Obligations are subordinated to any Lien securing any other obligation of any Grantor or any other Person.

Section 2.2 Prohibition on Contesting Liens. Each of the Initial First Lien Collateral Agent, for itself and on behalf of each Initial First Lien Secured Party, the Initial Second Lien Collateral Agent, for itself and on behalf of each Initial Second Lien Secured Party, and each Authorized Collateral Agent that becomes a party hereto after the date hereof (including any Third Lien Collateral Agent), on behalf of itself and on behalf of the applicable Secured Parties, agrees that it will not (and hereby waives any right to) contest or support any other Person in contesting, in any proceeding (including any Insolvency or Liquidation Proceeding), the perfection, priority, attachment, validity or enforceability of (a) the First Lien Obligations or any Lien held by or on behalf of any of the First Lien Secured Parties in the Collateral, (b) the Second Lien Obligations or any Lien held by or on behalf of any of the Second Lien Secured Parties in the Collateral or (c) the Third Lien Obligations or any Lien held by or on behalf of any of the Third Lien Secured Parties in the Collateral; provided that, nothing in this Agreement shall be construed to prevent or impair the rights of any First Lien Secured Party, any Second Lien Secured Party or any Third Lien Secured Party to enforce this Agreement, including the provisions of this Agreement relating to the priority of the Liens as provided in Sections 2.1 and 3.1.

Section 2.3 No New Liens. Following the date hereof and whether or not any Insolvency or Liquidation Proceeding has been commenced by or against any of the Grantors, the parties hereto agree that the Grantors shall not, and shall not permit any other Grantor to:

(a) grant or permit any additional Liens on any asset or property to secure any Second Lien Obligation unless it has granted or concurrently grants Liens on such asset or property to secure each series of First Lien Obligations (equally and ratably among such First Lien Obligations) which shall each be senior to the Lien securing the Second Lien Obligations as provided in this Agreement;

(b) grant or permit any additional Liens on any asset or property to secure any Third Lien Obligation unless it has granted or concurrently grants Liens on such asset or property to secure each series of First Lien Obligations (equally and ratably among such First Lien Obligations) and each series of Second Lien Obligations (equally and ratably among such Second Lien Obligations) which shall each be senior to the Lien securing the Third Lien Obligations as provided in this Agreement;

(c) grant or permit any additional Liens on any asset or property to secure any First Lien Obligation unless it has granted or concurrently grants a Lien on such asset or property to secure each series of Second Lien Obligations (equally and ratably among such Second Lien Obligations) and each series of Third Lien Obligations (equally and ratably among such Third Lien Obligations), each of which shall be junior to the Lien securing the First Lien Obligations as provided in this Agreement; or

(d) (i) grant or permit any additional Liens on any asset or property to secure any First Lien Obligation unless it has granted or concurrently grants an equal and ratable Lien on such asset or property to secure all other First Lien Obligations, (ii) grant or permit any additional Liens on any asset or property to secure any Second Lien Obligation unless it has granted or concurrently grants an equal and ratable Lien on such asset or property to secure all other Second Lien Obligations or (iii) grant or permit any additional Liens on any asset or property to secure any Third Lien Obligation unless it has granted or concurrently grants an equal and ratable Lien on such asset or property to secure all other Third Lien Obligations.

To the extent that the foregoing provisions are not complied with for any reason, without limiting any other rights and remedies available to the First Lien Collateral Agent and/or the other First Lien Secured Parties, the Second Lien Collateral Agent and/or the other Second Lien Secured Parties and/or the Third Lien Collateral Agent and/or the other Third Lien Secured Parties, agrees that any amounts received by or distributed to any of them pursuant to or as a result of Liens granted in contravention of this Section 2.3 shall be subject to Section 4.2.

Section 2.4 Similar Liens. It is the intention of the Company and the other Grantors, and the parties hereto acknowledge and agree that the First Lien Collateral, the Second Lien Collateral and the Third Lien Collateral be substantially identical. In furtherance of the foregoing and of Section 8.10, the parties hereto agree, subject to the other provisions of this Agreement, (a) upon reasonable request by the First Lien Collateral Agent, the Second Lien Collateral Agent or the Third Lien Collateral Agent, to cooperate in good faith (and to direct their respective counsel to cooperate in good faith) from time to time in order to determine the specific items included in the First Lien Collateral, the Second Lien Collateral and the Third Lien Collateral Agent, and the steps taken to perfect their respective Liens thereon and the identity of the respective parties obligated under each series of Financing Documents and (b) that the documents and agreements creating or evidencing the First Lien Collateral, the Second Lien Collateral and Third Lien Collateral and guarantees for the First Lien Obligations, the Second Lien Obligations and Third Lien Obligations, shall be in all material respects the same forms of documents other than with respect to the first lien, the second lien and third lien nature of the Obligations thereunder.

ARTICLE III.

ENFORCEMENT

Section 3.1 Exercise of Remedies. (a) Until the Discharge of First Lien Obligations has occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against any of the Grantors, the Second Lien Secured Parties and the Third Lien Secured Parties:

(i) will not institute or seek to institute any Enforcement Action;

(ii) will not contest, protest, hinder, delay or object to any foreclosure proceeding or action brought by any First Lien Secured Party or any other exercise by any First Lien Secured Party of any rights and remedies relating to the Collateral under the First Lien Financing Documents or otherwise; and

(iii) except as may be permitted in Section 3.1(e), will not object to the forbearance by the First Lien Secured Parties from bringing or pursuing any foreclosure proceeding or action or any other exercise of any rights or remedies relating to the Collateral;

provided that, in the case of (i), (ii) and (iii) of this Section 3.1(a), the Liens granted to secure the Second Lien Obligations and the Third Lien Obligations shall attach to any proceeds resulting from actions taken by the First Lien Collateral Agent or any other Secured Party in accordance with this Agreement to the extent such proceeds were not applied to the First Lien Obligations, subject to the relative priorities described in Section 2.

(b) Until the Discharge of First Lien Obligations has occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against any Grantor, the First Lien Secured Parties shall have the exclusive right to enforce rights, exercise remedies (including setoff and the right to credit bid their debt, except the Second Lien Secured Parties and Third Lien Secured Parties shall have the credit bid rights set forth in Section 3.1(e)(v)) and, subject to Section 5.1, make determinations regarding the exercise of remedies or with respect to the Collateral without any consultation with or the consent of any Second Lien Secured Party or any Third Lien Secured Party; provided that, subject to Section 5.1, the Lien securing the Second Lien Obligations and the Third Lien Obligations shall remain on the proceeds of such Collateral disposed of in connection with such exercise of remedies subject to the relative priorities described in Section 2 and only to the extent such proceeds were not applied to the First Lien Obligations and the proceeds in excess of those necessary to achieve a Discharge of First Lien Obligations are distributed in accordance with Section 4.1. In exercising rights and remedies with respect to the Collateral, the First Lien Collateral Agent and the other First Lien Secured Parties may enforce the provisions of the First Lien Financing Documents and exercise remedies thereunder, all in such order and in such manner as they may determine in the exercise of their sole discretion in compliance with any applicable law. Such exercise and enforcement shall include the right to an agent appointed by the First Lien Collateral Agent or any other First Lien Secured Party to sell or otherwise dispose of Collateral upon foreclosure, to incur expenses in connection with such sale or Disposition, and to exercise all the rights and remedies of a secured creditor under the UCC or other applicable law and of a secured creditor under Bankruptcy Laws of any applicable jurisdiction.

(c) After the Discharge of First Lien Obligations and until the Discharge of Second Lien Obligations has occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against any of the Grantors, the Third Lien Secured Parties:

(i) will not institute or seek to institute any Enforcement Action;

(ii) will not contest, protest, hinder, delay or object to any foreclosure proceeding or action brought by any Second Lien Secured Party or any other exercise by any Second Lien Secured Party of any rights and remedies relating to the Collateral under the Second Lien Financing Documents or otherwise; and

(iii) except as may be permitted in Section 3.1(e), will not object to the forbearance by the Second Lien Secured Parties from bringing or pursuing any foreclosure proceeding or action or any other exercise of any rights or remedies relating to the Collateral;

provided that, in the case of (i), (ii) and (iii) of this Section 3.1(c), the Liens granted to secure the Third Lien Obligations shall attach to any proceeds resulting from actions taken by the Second Lien Collateral Agent or any other Secured Party in accordance with this Agreement to the extent such proceeds were not applied to the Second Lien Obligations.

(d) After the Discharge of First Lien Obligations and until the Discharge of Second Lien Obligations has occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against any Grantor, the Second Lien Secured Parties shall have the exclusive right to enforce rights, exercise remedies (including setoff and the right to credit bid their debt) and make determinations regarding the exercise of remedies or with respect to the Collateral without any consultation with or the consent of any Third Lien Secured Party; provided that, subject to Section 5.1, the Lien securing the Third Lien Obligations shall remain on the proceeds of such Collateral disposed of in connection with such exercise of remedies subject to the relative priorities described in Section 2 and only to the extent such proceeds were not applied to the Second Lien Obligations. In exercising rights and remedies with respect to the Collateral, the Second Lien Collateral Agent and the other Second Lien Secured Parties may enforce the provisions of the Second Lien Financing Documents and exercise remedies thereunder, all in such order and in such manner as they may determine in the exercise of their sole discretion. Such exercise and enforcement shall include the right to an agent appointed by the Second Lien Collateral Agent or any other Second Lien Secured Party to sell or otherwise dispose of Collateral upon foreclosure, to incur expenses in connection with such sale or Disposition, and to exercise all the rights and remedies of a secured creditor under the UCC or other applicable law and of a secured creditor under Bankruptcy Laws of any applicable jurisdiction.

(e) Notwithstanding anything to the contrary in this Agreement, the Second Lien Collateral Agent, any other Second Lien Secured Party, the Third Lien Collateral Agent, or any other Third Lien Secured Party may:

(i) file a claim or statement of interest with respect to the Second Lien Obligations or the Third Lien Obligations, as applicable; provided that an Insolvency or Liquidation Proceeding has been commenced by or against any Grantor;

(ii) take any action (not adverse to the priority status of the Liens on the Collateral securing the First Lien Obligations, or the rights of any of the First Lien Secured Parties to exercise remedies in respect thereof, or with respect to the Third Lien Secured Parties, not adverse to the priority status of the Liens on the Collateral securing either the First Lien Obligations or the Second Lien Obligations, or the rights of any of the First Lien Secured Parties or Second Lien Secured Parties to exercise remedies in respect thereof) in order to create, perfect, preserve or protect its Lien on the Collateral;

(iii) file any necessary responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding or other pleading made by any Person objecting to or otherwise seeking the disallowance of the claims of the Second Lien Secured Parties or the Third Lien Secured Parties, as applicable, including any claims secured by the Collateral, if any, or otherwise make any agreements or file any motions or objections pertaining to the claims of the Second Lien Secured Parties or the Third Lien Secured Parties, as applicable, in each case in accordance with and not inconsistent with the terms of this Agreement;

(iv) vote on any plan of reorganization, arrangement, compromise or liquidation, file any proof of claim, make other filings and make any arguments and motions that are, in each case, in accordance with and not inconsistent with the terms of this Agreement, with respect to the Second Lien Obligations or the Third Lien Obligations, as applicable, and the Collateral; and

(v) with respect to the Second Lien Secured Parties, bid for or purchase Collateral at any public, private or judicial foreclosure upon such Collateral initiated by any First Lien Secured Party (or, with respect to the Third Lien Secured Parties, after the Discharge of First Lien Obligations, initiated by any Second Lien Secured Party), or any sale of Collateral during an Insolvency or Liquidation Proceeding; provided that such bid may not include a “credit bid” in respect of any Second Lien Obligations unless the cash proceeds of such bid are otherwise sufficient to cause the Discharge of First Lien Obligations upon consummation thereof (or, with respect to the Third Lien Secured Parties, such bid may not include a “credit bid” in respect of any Third Lien Obligations unless the cash proceeds of such bid are otherwise sufficient to cause the Discharge of the First Lien Obligations and the Second Lien Obligations or, after Discharge of the First Lien Obligations, such bid may not include a “credit bid” in respect of any Third Lien Obligations unless the cash proceeds of such bid are otherwise sufficient to cause a Discharge of the Second Lien Obligations).

Subject to Sections 3.1(a), 3.1(c), 3.1(e) and 6.3(b), each of the Second Lien Collateral Agent, on behalf of itself and the Second Lien Secured Parties, and the Third Lien Collateral

Agent, on behalf of itself and the Third Lien Secured Parties, agrees that it will not take or receive any Collateral or any proceeds of Collateral in connection with the exercise of any Enforcement Action in its capacity as a creditor until the Discharge of First Lien Obligations and, with respect to any of the Third Lien Secured Parties, until the Discharge of Second Lien Obligations, shall have occurred. Without limiting the generality of the foregoing, unless and until the Discharge of First Lien Obligations has occurred, and, with respect to any of the Third Lien Secured Parties, until the Discharge of Second Lien Obligations, except as expressly provided in Section 3.1(a), Section 3.1(c), this Section 3.1(e) and Section 6.3(b), the sole right of the Second Lien Secured Parties and the Third Lien Secured Parties with respect to the Collateral is to hold a Lien on the Collateral pursuant to the Second Lien Financing Documents and the Third Lien Financing Documents for the period and to the extent granted therein and to receive a share of the proceeds thereof, if any, in accordance with Section 4.1 after the Discharge of First Lien Obligations has occurred (or, with respect to the Third Lien Secured Parties, after the Discharge of Second Lien Obligations).

(f) Subject to Sections 3.1(a), 3.1(c), 3.1(e) and 6.3(b):

(i) the Second Lien Collateral Agent, for itself and on behalf of the Second Lien Secured Parties, agrees that the Second Lien Secured Parties will not take any action with respect to the Collateral that would hinder any exercise of remedies under the First Lien Financing Documents or is otherwise prohibited hereunder, including any sale, lease, exchange, transfer or other Disposition of the Collateral, whether by foreclosure or otherwise;

(ii) the Second Lien Collateral Agent, for itself and on behalf of the Second Lien Secured Parties, hereby waives any and all rights it or the Second Lien Secured Parties may have as junior lien creditors or otherwise to object to the manner in which the First Lien Collateral Agent or any other First Lien Secured Party seeks to enforce or collect the First Lien Obligations or the Liens securing the First Lien Obligations granted in any of the First Lien Collateral undertaken in accordance with this Agreement, regardless of whether any action or failure to act by or on behalf of the First Lien Collateral Agent or the First Lien Secured Parties is adverse to the interest of the Second Lien Secured Parties;

(iii) the Second Lien Collateral Agent hereby acknowledges and agrees that no covenant, agreement or restriction contained in the Second Lien Financing Documents (other than this Agreement) shall be effective to restrict or be deemed to restrict in any way the rights and remedies of the First Lien Secured Parties with respect to the Collateral as set forth in this Agreement and the First Lien Financing Documents;

(iv) the Third Lien Collateral Agent, for itself and on behalf of the Third Lien Secured Parties, agrees that the Third Lien Secured Parties will not take any action with respect to the Collateral that would hinder any exercise of remedies under the First Lien Financing Documents, the Second Lien Financing Documents or is otherwise prohibited hereunder, including any sale, lease, exchange, transfer or other Disposition of the Collateral, whether by foreclosure or otherwise;

(v) the Third Lien Collateral Agent, for itself and on behalf of the Third Lien Secured Parties, hereby waives any and all rights it or the Third Lien Secured Parties may have as junior lien creditors or otherwise to object to the manner in which the First Lien Collateral Agent, any other First Lien Secured Party, the Second Lien Collateral Agent or any other Second Lien Secured Party seeks to enforce or collect the First Lien Obligations, the Liens securing the First Lien Obligations granted in any of the First Lien Collateral, the Second Lien Obligations, or the Liens securing the Second Lien Obligations granted in any of the Second Lien Collateral undertaken in accordance with this Agreement, regardless of whether any action or failure to act by or on behalf of the First Lien Collateral Agent, the First Lien Secured Parties, the Second Lien Collateral Agent or the Second Lien Secured Parties is adverse to the interest of the Third Lien Secured Parties; and

(vi) the Third Lien Collateral Agent hereby acknowledges and agrees that no covenant, agreement or restriction contained in the Third Lien Financing Documents (other than this Agreement) shall be effective to restrict or be deemed to restrict in any way the rights and remedies of the First Lien Secured Parties or the Second Lien Secured Parties with respect to the Collateral as set forth in this Agreement, the First Lien Financing Documents and the Second Lien Financing Documents.

(g) Subject to the terms of this Agreement (and to the extent not otherwise in contravention of the terms of this Agreement), the Second Lien Collateral Agent and the Second Lien Secured Parties may exercise rights and remedies as unsecured creditors against any Grantor that has guaranteed or granted Liens to secure the Second Lien Obligations in accordance with the terms of the Second Lien Financing Documents and applicable law; provided that, in the event that any Second Lien Secured Party becomes a judgment Lien creditor in respect of Collateral as a result of its enforcement of its rights as an unsecured creditor with respect to the Second Lien Obligations, such judgment Lien shall be subject to the terms of this Agreement for all purposes (including in relation to the First Lien Obligations) as the other Liens securing the Second Lien Obligations that are subject to this Agreement. Subject to the terms of this Agreement (and to the extent not otherwise in contravention of the terms of this Agreement), the Third Lien Collateral Agent and the Third Lien Secured Parties may exercise rights and remedies as unsecured creditors against any Grantor that has guaranteed or granted Liens to secure the Third Lien Obligations in accordance with the terms of the Third Lien Financing Documents and applicable law; provided that, in the event that any Third Lien Secured Party becomes a judgment Lien creditor in respect of Collateral as a result of its enforcement of its rights as an unsecured creditor with respect to the Third Lien Obligations, such judgment Lien shall be subject to the terms of this Agreement for all purposes (including in relation to the First Lien Obligations and the Second Lien Obligations) as the other Liens securing the Third Lien Obligations that are subject to this Agreement.

(h) Subject to the limitations in Section 3.1(e)(v), Section 3.1 hereof shall not be construed to in any way limit or impair the right of (i) any First Lien Secured Party, any Second Lien Secured Party or any Third Lien Secured Party to bid for or purchase Collateral at any private or judicial foreclosure upon such Collateral initiated by any of them, (ii) any Second Lien Secured Party's right to receive any remaining proceeds of Collateral after the Discharge of First Lien Obligations or (iii) any Third Lien Secured Party's right to receive any remaining proceeds of Collateral after the Discharge of First Lien Obligations and the Discharge of Second Lien Obligations.

(i) Nothing in this Agreement shall prohibit the receipt by any of the Second Lien Secured Parties of the required payments of interest, principal and other amounts owed in respect of the Second Lien Obligations as set forth in the Second Lien Financing Documents as in effect on this date (subject to any modifications thereto permitted pursuant to Section 5.3(b)) or in the Additional Second Lien Financing Documents as in effect on the date on which a fully executed Second Lien Joinder in respect of the applicable Additional Second Lien Agreement shall have been delivered in accordance with Section 5.7 (subject to any modifications thereto permitted pursuant to Section 5.3(b)), so long as, to the extent Sections 3.1(a), 3.1(c), 3.1(e) and 6.3(b) do not apply, such receipt is not the direct or indirect result of any Enforcement Action or other enforcement in each case with respect to the Collateral in contravention of this Agreement. Nothing in this Agreement shall prohibit the receipt by any of the Third Lien Secured Parties of the required payments of interest, principal and other amounts owed in respect of the Third Lien Obligations as set forth in the Third Lien Financing Documents as in effect on the date on which a fully executed Third Lien Joinder in respect of the applicable Third Lien Agreement shall have been delivered in accordance with Section 5.8 (subject to any modifications thereto permitted pursuant to Section 5.3(b)), so long as, to the extent Sections 3.1(a), 3.1(c), 3.1(e) and 6.3(b) do not apply, such receipt is not the direct or indirect result of any Enforcement Action or other enforcement in each case with respect to the Collateral in contravention of this Agreement.

(j) Nothing in this Agreement impairs or otherwise adversely affects any rights or remedies the First Lien Secured Parties may have with respect to the First Lien Collateral.

ARTICLE IV.

PAYMENTS

Section 4.1 Application of Proceeds. (a) So long as the Discharge of First Lien Obligations has not occurred, any Collateral or proceeds thereof received by the First Lien Collateral Agent in connection with the sale or other Disposition of, or collection or realization on, such Collateral by the First Lien Collateral Agent whether or not in any Insolvency or Liquidation Proceeding or upon the exercise of any rights or remedies relating to the Collateral by the First Lien Collateral Agent and all payments or distributions of any kind received in connection with the same, shall be applied by the First Lien Collateral Agent first to the First Lien Obligations in such order as specified in the applicable First Lien Financing Documents.

(b) Upon the Discharge of First Lien Obligations, any remaining Collateral or proceeds thereof shall be delivered to the Second Lien Collateral Agent in the same form as

received, with any necessary endorsements (such endorsements to be without recourse and without any representation or warranty) or as a court of competent jurisdiction may otherwise direct to be applied by the Second Lien Collateral Agent to the Second Lien Obligations in such order as specified in the applicable Second Lien Financing Documents. The Second Lien Collateral Agent shall apply the proceeds of any sale or other Disposition of, or collection or realization on, any Second Lien Collateral, subject to Section 4.2.

(c) After the Discharge of First Lien Obligations and upon the Discharge of Second Lien Obligations, any remaining Collateral or proceeds thereof shall be delivered to the Third Lien Collateral Agent in the same form as received, with any necessary endorsements (such endorsements to be without recourse and without any representation or warranty) or as a court of competent jurisdiction may otherwise direct to be applied by the Third Lien Collateral Agent to the Third Lien Obligations in such order as specified in the applicable Third Lien Financing Documents. The Third Lien Collateral Agent shall apply the proceeds of any sale or other Disposition of, or collection or realization on, any Third Lien Collateral, subject to Section 4.2.

Section 4.2 Payments Over.

(a) So long as the Discharge of First Lien Obligations has not occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against any Grantor, any Collateral or proceeds thereof (including assets or proceeds subject to Liens referred to in the final sentence of Section 2.3) received by any of the Second Lien Secured Parties or the Third Lien Secured Parties (i) in connection with any Insolvency or Liquidation Proceeding, (ii) in connection with the exercise of any right or remedy (including set-off) relating to the Collateral or (iii) in contravention of this Agreement, shall be segregated and held in trust and forthwith paid over to the First Lien Collateral Agent for the benefit of the First Lien Secured Parties in the same form as received, with any necessary endorsements (but without representation or warranty) or as a court of competent jurisdiction may otherwise direct. The First Lien Collateral Agent is hereby authorized to make any such endorsements as agent for the Second Lien Secured Parties and the Third Lien Secured Parties, as applicable. This authorization is coupled with an interest and is irrevocable until the Discharge of First Lien Obligations.

(b) After the Discharge of First Lien Obligations and so long as the Discharge of Second Lien Obligations has not occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against any Grantor, any Collateral or proceeds thereof (including assets or proceeds subject to Liens referred to in the final sentence of Section 2.3) received by any of the Third Lien Secured Parties (i) in connection with any Insolvency or Liquidation Proceeding, (ii) in connection with the exercise of any right or remedy (including set-off) relating to the Collateral or (iii) in contravention of this Agreement, shall be segregated and held in trust and forthwith paid over to the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties, in the same form as received, with any necessary endorsements (but without representation or warranty) or as a court of competent jurisdiction may otherwise direct. The Second Lien Collateral Agent is hereby authorized to make any such endorsements as agent for the Third Lien Secured Parties. This authorization is coupled with an interest and is irrevocable until the Discharge of Second Lien Obligations.

ARTICLE V.

OTHER AGREEMENTS

Section 5.1 Releases. (a) (i) If in connection with the exercise of the First Lien Collateral Agent's remedies in respect of the Collateral provided for in Section 3.1, the First Lien Collateral Agent, for itself or on behalf of any of the First Lien Secured Parties, releases any of its Liens on any part of the Collateral, then the Liens, if any, of the Second Lien Collateral Agent, for itself and/or for the benefit of the Second Lien Secured Parties, and the Third Lien Collateral Agent, for itself and/or for the benefit of the Third Lien Secured Parties, on such part of the Collateral, shall be automatically, unconditionally and simultaneously released without the need for any consent or other action on the part of any Second Lien Secured Party or any Third Lien Secured Party. The First Lien Collateral Agent is hereby authorized to provide any such release as agent for the Second Lien Secured Parties and the Third Lien Secured Parties, as applicable. This authorization is coupled with an interest and is irrevocable until the Discharge of First Lien Obligations. The Second Lien Collateral Agent, for itself or on behalf of any such Second Lien Secured Parties, and the Third Lien Collateral Agent, for itself or on behalf of any such Third Lien Secured Parties, promptly shall execute and deliver to the First Lien Collateral Agent such termination statements, releases and other documents as the First Lien Collateral Agent or such Grantor may reasonably request to effectively confirm such release.

(ii) After the Discharge of the First Lien Obligations, if in connection with the exercise of the Second Lien Collateral Agent's remedies in respect of the Collateral provided for in Section 3.1, the Second Lien Collateral Agent, for itself or on behalf of any of the Second Lien Secured Parties, releases any of its Liens on any part of the Collateral, then the Liens, if any, of the Third Lien Collateral Agent, for itself and/or for the benefit of the Third Lien Secured Parties, on such part of the Collateral, shall be automatically, unconditionally and simultaneously released without the need for any consent or other action on the part of any Third Lien Secured Party. The Second Lien Collateral Agent is hereby authorized to provide any such release as agent for the Third Lien Secured Parties. This authorization is coupled with an interest and is irrevocable until the Discharge of Second Lien Obligations. The Third Lien Collateral Agent, for itself or on behalf of any such Third Lien Secured Parties, promptly shall execute and deliver to the Second Lien Collateral Agent such termination statements, releases and other documents as the Second Lien Collateral Agent or such Grantor may reasonably request to effectively confirm such release.

(b) If in connection with any sale, lease, exchange, transfer or other disposition of any Collateral (collectively, a "Disposition") other than in connection with any Enforcement Action, so long as such Disposition shall have otherwise complied (A) with the provisions of the Initial First Lien Term Loan Agreement, (B) with the provisions of each other First Lien Financing Document, (C) with the provisions of the Second Lien Financing Documents, and (D) with the provisions of the Third Lien Financing Documents, the First Lien Collateral Agent, for itself or on behalf of any of the First Lien Secured Parties, releases any of its Liens on any part of the Collateral, or after the Discharge of First Lien Obligations, the Second Lien Collateral Agent, for itself or on behalf of any of the Second Lien Secured Parties, releases any of its Liens on any part of the Collateral, then the Liens, if any, of the Second Lien

Collateral Agent, for itself or for the benefit of the Second Lien Secured Parties, and the Third Lien Collateral Agent, for itself or for the benefit of the Third Lien Secured Parties on such Collateral, shall be automatically, unconditionally and simultaneously released without the need for any consent or other action on the part of the Second Lien Collateral Agent, the Third Lien Collateral Agent, the Company, any Grantor, any Second Lien Secured Party or any Third Lien Secured Party. The First Lien Collateral Agent is hereby authorized to provide any such release as agent for the Second Lien Secured Parties and the Third Lien Secured Parties, as applicable. This authorization is coupled with an interest and is irrevocable until the Discharge of First Lien Obligations. Following the Discharge of the First Lien Obligations and so long as the Discharge of the Second Lien Obligations has not occurred, the Second Lien Collateral Agent is hereby authorized to provide any such release as agent for the Third Lien Secured Parties. This authorization is coupled with an interest and is irrevocable until the Discharge of Second Lien Obligations. The Second Lien Collateral Agent, for itself or on behalf of any such Second Lien Secured Parties, and the Third Lien Collateral Agent, for itself or on behalf of any such Third Lien Secured Parties, shall promptly shall execute and deliver to the First Lien Collateral Agent or the Second Lien Collateral Agent, as applicable, such termination statements, releases and other documents as the First Lien Collateral Agent or the Second Lien Collateral Agent, as applicable, may reasonably request to effectively confirm such release.

(c) (i) Until the Discharge of First Lien Obligations occurs, the Second Lien Collateral Agent, for itself and on behalf of the Second Lien Secured Parties, and the Third Lien Collateral Agent, for itself and on behalf of the Third Lien Secured Parties, hereby irrevocably constitutes and appoints the First Lien Collateral Agent and any officer or agent of the First Lien Collateral Agent, with full power of substitution, as its true and lawful attorney-in-fact, and *comisionista mercantil con representación* in accordance with articles 273, 274, and other applicable articles of the Mexican Commerce Code (*Código de Comercio*), coupled with an interest, with full irrevocable power and authority in the place and stead of the Second Lien Collateral Agent or the Third Lien Collateral Agent, or in the First Lien Collateral Agent's own name, from time to time in the First Lien Collateral Agent's discretion, for the purpose of carrying out the terms of this Section 5.1 and Section 5.2, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary to accomplish the purposes of this Section 5.1 and Section 5.2, including any endorsements or other instruments of transfer or release, and the First Lien Collateral Agent hereby accepts such *comisión mercantile con representación* and hereby waives its right contained in Article 304 of the Mexican Commerce Code.

(ii) After the Discharge of First Lien Obligations and until the Discharge of Second Lien Obligations occurs, the Third Lien Collateral Agent, for itself and on behalf of the Third Lien Secured Parties, hereby irrevocably constitutes and appoints the Second Lien Collateral Agent and any officer or agent of the Second Lien Collateral Agent, with full power of substitution, as its true and lawful attorney-in-fact and *comisionista mercantil con representación* in accordance with articles 273, 274, and other applicable articles of the Mexican Commerce Code (*Código de Comercio*), coupled with an interest, with full irrevocable power and authority in the place and stead of the Third Lien Collateral Agent, or in the Second Lien Collateral Agent's own name, from time to time in the Second Lien Collateral Agent's discretion, for the purpose of carrying out the terms of this Section 5.1 and Section 5.2, to take any and all appropriate action and to

execute any and all documents and instruments which may be necessary to accomplish the purposes of this Section 5.1 and Section 5.2, including any endorsements or other instruments of transfer or release, and the Second Lien Collateral Agent hereby accepts such *comisión mercantile con representación* and hereby waives its right contained in Article 304 of the Mexican Commerce Code.

(d) To the extent that any Secured Party obtains any new liens or additional guaranties from any Grantor, then each other Authorized Collateral Agent, for itself and for its related Secured Parties, shall be granted a Lien on any such Collateral, subject to the Lien subordination provisions of this Agreement, and an additional guaranty.

(e) The Liens granted to secure the Obligations shall attach to any proceeds resulting from actions taken as contemplated by Sections 5.1(a) and 5.1(b), subject to the relative priorities and provisions described herein, including, without limitation, Sections 2.1 and 3.1, and in the case of the Liens granted to secure the First Lien Obligations, subject to clause (f)(i) below, and in the case of the Liens granted to secure the Second Lien Obligations, subject to clause (f)(ii) below.

(f) (i) Upon the Discharge of First Lien Obligations, the First Lien Secured Parties' Liens upon the Collateral will be automatically released and the First Lien Collateral Agent shall deliver all Pledged Collateral in its possession (if any) together with any necessary endorsements (such endorsement shall be without recourse and without any representation or warranty), first, to the Second Lien Collateral Agent to the extent Second Lien Obligations remain outstanding, second, after the Discharge of Second Lien Obligations, to the Third Lien Collateral Agent to the extent Third Lien Obligations remain outstanding, and third, to the Grantors to the extent no First Lien Obligations, Second Lien Obligations or Third Lien Obligations remain outstanding (in each case, so as to allow such Person to obtain possession or control of such Pledged Collateral). The First Lien Collateral Agent further agrees to take all other action reasonably requested by the Second Lien Collateral Agent and the Third Lien Collateral Agent following the Discharge of First Lien Obligations, at the sole expense of the Grantors, in connection with the Second Lien Collateral Agent obtaining a first priority interest in the Pledged Collateral and the Third Lien Collateral Agent obtaining a second priority interest in the Pledged Collateral, in each case subject to Permitted Liens (as such term is defined in the Initial Second Lien Term Loan Agreement) or as a court of competent jurisdiction may otherwise direct.

(ii) After the Discharge of First Lien Obligations and upon the Discharge of Second Lien Obligations, the Second Lien Secured Parties' Liens upon the Collateral will be automatically released and the Second Lien Collateral Agent shall deliver all Pledged Collateral in its possession (if any) together with any necessary endorsements (such endorsement shall be without recourse and without any representation or warranty), first, to the Third Lien Collateral Agent to the extent Third Lien Obligations remain outstanding, and second, to the Grantors to the extent no Third Lien Obligations remain outstanding (in each case, so as to allow such Person to obtain possession or control of such Pledged Collateral). The Second Lien Collateral Agent further agrees to take all other action reasonably requested by the Third Lien Collateral Agent following the Discharge of Second Lien Obligations, at the sole expense of the Grantors, in connection

with the Third Lien Collateral Agent obtaining a first priority interest in the Pledged Collateral, subject to Permitted Liens (as such term or its equivalent is defined in the Third Lien Term Loan Agreement) or as a court of competent jurisdiction may otherwise direct.

Section 5.2 Insurance; Condemnation. (i) Subject to the terms of, and the rights of the Grantors under, the First Lien Financing Documents and provided that the First Lien Secured Parties shall not have such rights unless an "Event of Default" as defined in the First Lien Financing Documents has occurred and is continuing; unless and until the Discharge of First Lien Obligations has occurred, the First Lien Secured Parties shall have the sole and exclusive right to adjust settlement for any insurance policy covering the Collateral in the event of any loss thereunder and to approve any award granted in any condemnation or similar proceeding (or any deed in lieu of condemnation) affecting the Collateral. In furtherance of the foregoing, subject to the terms of, and the rights of the Grantors under, the First Lien Financing Documents, the First Lien Collateral Agent shall be authorized to instruct any issuer of insurance with respect to the Collateral for any Grantor to pay any checks in respect of the Collateral only to the First Lien Collateral Agent and, if for any reason the Second Lien Collateral Agent or the Third Lien Collateral Agent is named on any such check, the Second Lien Collateral Agent or the Third Lien Collateral Agent, as applicable, shall promptly sign all documents necessary to enable the First Lien Collateral Agent to deposit such check and receive the funds payable under such check (the First Lien Collateral Agent may, at its option, execute such documents on behalf of the Second Lien Collateral Agent or the Third Lien Collateral Agent under the powers granted under Section 5.1(b)). Unless and until the Discharge of First Lien Obligations has occurred, and subject to the rights of the Grantors under the First Lien Financing Documents, all proceeds of any such policy and any such award (or any payments with respect to a deed in lieu of condemnation) if in respect to the Collateral and to the extent required by the First Lien Financing Documents shall be paid to the First Lien Collateral Agent for the benefit of the First Lien Secured Parties pursuant to the terms of the First Lien Financing Documents and thereafter, to the extent no First Lien Obligations are outstanding, and subject to the rights (if any) of the Grantors under the Second Lien Financing Documents, to the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties to the extent required under the Second Lien Financing Documents. Until the Discharge of First Lien Obligations has occurred, if any of the Second Lien Secured Parties or the Third Lien Secured Parties shall, at any time, receive any proceeds of any such insurance policy or any such award or payment in contravention of this Agreement, it shall segregate and hold in trust and forthwith pay such proceeds over to the First Lien Collateral Agent in accordance with the terms of Section 4.2.

(ii) Subject to the terms of, and the rights of the Grantors under, the Second Lien Financing Documents and provided that the Second Lien Secured Parties shall not have such rights unless an "Event of Default" as defined in the Second Lien Financing Documents has occurred and is continuing, after the Discharge of First Lien Obligations and unless and until the Discharge of Second Lien Obligations has occurred, the Second Lien Secured Parties shall have the sole and exclusive right to adjust settlement for any insurance policy covering the Collateral in the event of any loss thereunder and to approve any award granted in any condemnation or similar proceeding (or any deed in lieu of condemnation) affecting the Collateral. In furtherance of the foregoing (and after the Discharge of the First Lien Obligations), subject to the terms of, and the rights of the

Grantors under, the Second Lien Financing Documents, the Second Lien Collateral Agent shall be authorized to instruct any issuer of insurance with respect to the Collateral for any Grantor to pay any checks in respect of the Collateral only to the Second Lien Collateral Agent and, if for any reason the Third Lien Collateral Agent is named on any such check, the Third Lien Collateral Agent, as applicable, shall promptly sign all documents necessary to enable the Second Lien Collateral Agent to deposit such check and receive the funds payable under such check (the Second Lien Collateral Agent may, at its option, execute such documents on behalf of the Third Lien Collateral Agent under the powers granted under Section 5.1(b)). After the Discharge of First Lien Obligation and unless and until the Discharge of Second Lien Obligations has occurred, and subject to the rights of the Grantors under the Second Lien Financing Documents, all proceeds of any such policy and any such award (or any payments with respect to a deed in lieu of condemnation) if in respect to the Collateral and to the extent required by the Second Lien Financing Documents shall be paid to the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties pursuant to the terms of the Second Lien Financing Documents and thereafter, to the extent no Second Lien Obligations are outstanding, and subject to the rights (if any) of the Grantors under the Third Lien Financing Documents, to the Third Lien Collateral Agent for the benefit of the Third Lien Secured Parties to the extent required under the Third Lien Financing Documents. After the Discharge of First Lien Obligations and until the Discharge of Second Lien Obligations has occurred, if any of the Third Lien Secured Parties shall, at any time, receive any proceeds of any such insurance policy or any such award or payment in contravention of this Agreement, it shall segregate and hold in trust and forthwith pay such proceeds over to the Second Lien Collateral Agent in accordance with the terms of Section 4.2.

(iii) To effectuate the foregoing, the loss payable clauses attached as Schedules I and II to each of the vessel mortgages described in Schedules 3 and 4 hereto shall be amended and restated in substantially the forms of Exhibits C-1 and C-2 hereto, respectively, and the relevant Grantors shall cause all policies and certificates of entry with respect to insurances required by each such vessel mortgage for each vessel covered thereby to contain such amended and restated loss payable clauses in accordance with the requirements of such vessel mortgage. The relevant vessel mortgages shall be amended as necessary to include such amended and restated loss payable clauses. Any new vessel mortgages granted to an Authorized Collateral Agent shall contain loss payable clauses in substantially the forms of Exhibits C-1 and C-2 hereto. In the event of any inconsistency between the terms of any loss payable endorsements that may be issued by an insurance company or by a protection and indemnity club, on the one hand, and the terms of Sections 5.2(i) and (ii) hereof, on the other hand, then as among the parties hereto, the terms of Sections 5.2(i) and (ii) hereof shall govern and prevail.

Section 5.3 Amendments to First Lien Financing Documents, Second Lien Financing Documents and Third Lien Financing Documents. (a) The First Lien Financing Documents may be amended, restated, Refinanced, replaced, supplemented or otherwise modified in accordance with their terms, and the First Lien Obligations may be Refinanced in whole or in part, in each case, without notice to, or the consent of the Second Lien Collateral Agent, the Second Lien Secured Parties, the Third Lien Collateral Agent or the Third Lien Secured Parties, all without

affecting the Lien subordination or other provisions of this Agreement; provided, however, that (i) in the case of such a Refinancing transaction, (A) if such Refinancing Indebtedness will constitute First Lien Obligations, the incurrence of such Refinancing Indebtedness complies with the terms of this Agreement, including Sections 5.3 and 5.5, (B) if such Refinancing Indebtedness will constitute Second Lien Obligations, the incurrence of such Refinancing Indebtedness complies with the terms of this Agreement, including Sections 5.3 and 5.7, and (C) if such Refinancing Indebtedness will constitute Third Lien Obligations, the incurrence of such Refinancing Indebtedness complies with the terms of this Agreement, including Sections 5.3 and 5.8 and (ii) any such amendment, restatement, supplement, modification or Refinancing shall not, without the consent of the Second Lien Collateral Agent and the Third Lien Collateral Agent, contravene the provisions of this Agreement.

(b) The Second Lien Financing Documents may be amended, restated, Refinanced, replaced, supplemented or otherwise modified in accordance with their terms, and the Second Lien Obligations may be Refinanced in whole or in part, in each case, without notice to, or the consent (except to the extent a consent is required to permit such amendment, supplement or other modification or such Refinancing transaction under any First Lien Financing Document) of any First Lien Secured Party or any Third Lien Secured Party, all without affecting the Lien subordination or other provisions of this Agreement; provided, however, that, (i) in the case of such a Refinancing transaction, (A) if such Refinancing Indebtedness will constitute First Lien Obligations, the incurrence of such Refinancing Indebtedness complies with the terms of this Agreement, including Sections 5.3 and 5.5, (B) if such Refinancing Indebtedness will constitute Second Lien Obligations, the incurrence of such Refinancing Indebtedness complies with the terms of this Agreement, including Sections 5.3 and 5.7, and (C) if such Refinancing Indebtedness will constitute Third Lien Obligations, the incurrence of such Refinancing Indebtedness complies with the terms of this Agreement, including Sections 5.3 and 5.8 and (ii) any such amendment, restatement, supplement, modification or Refinancing shall not, without the consent of the First Lien Collateral Agent and the Third Lien Collateral Agent, contravene the provisions of this Agreement.

(c) The Third Lien Financing Documents may be amended, restated, Refinanced, replaced, supplemented or otherwise modified in accordance with their terms, and the Third Lien Obligations may be Refinanced in whole or in part, in each case, without notice to, or the consent (except to the extent a consent is required to permit such amendment, supplement or other modification or such Refinancing transaction under any First Lien Financing Document or any Second Lien Financing Document) of any First Lien Secured Party or any Second Lien Secured Party, all without affecting the Lien subordination or other provisions of this Agreement; provided, however, that, (i) in the case of such a Refinancing transaction, (A) if such Refinancing Indebtedness will constitute First Lien Obligations, the incurrence of such Refinancing Indebtedness complies with the terms of this Agreement, including Sections 5.3 and 5.5, (B) if such Refinancing Indebtedness will constitute Second Lien Obligations, the incurrence of such Refinancing Indebtedness complies with the terms of this Agreement, including Sections 5.3 and 5.7, and (C) if such Refinancing Indebtedness will constitute Third Lien Obligations, the incurrence of such Refinancing Indebtedness complies with the terms of this Agreement, including Sections 5.3 and 5.8 and (ii) any such amendment, restatement, supplement, modification or Refinancing shall not, without the consent of the First Lien Collateral Agent and the Second Lien Collateral Agent, contravene the provisions of this Agreement.

(d) The Second Lien Collateral Agent, on behalf of the Second Lien Secured Parties, agrees that each Second Lien Security Document shall include the following language (or language to similar effect approved by the First Lien Collateral Agent):

"Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent or Second Lien Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement dated as of February 7, 2019 (as amended, restated, Refinanced, replaced, supplemented or otherwise modified from time to time, the "Intercreditor Agreement") by and among Hornbeck Offshore Services, Inc., a Delaware corporation, each other Grantor (as hereinafter defined) Wilmington Trust, National Association, as Initial First Lien Administrative Agent, Wilmington Trust, National Association, as Second Lien Collateral Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control."

(e) The Third Lien Collateral Agent, on behalf of the Third Lien Secured Parties, agrees that each Third Lien Security Document shall include the following language (or language to similar effect approved by the First Lien Collateral Agent and the Second Lien Collateral Agent):

"Notwithstanding anything herein to the contrary, the lien and security interest granted to the Third Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Third Lien Collateral Agent or Third Lien Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement dated as of February 7, 2019 (as amended, restated, Refinanced, replaced, supplemented or otherwise modified from time to time, the "Intercreditor Agreement") by and among Hornbeck Offshore Services, Inc., a Delaware corporation, each other Grantor (as hereinafter defined) Wilmington Trust, National Association, as Initial First Lien Administrative Agent, Wilmington Trust, National Association, as Second Lien Collateral Agent, [-], as Third Lien Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control."

Section 5.4 Bailee for Perfection. (a) (i) The First Lien Collateral Agent agrees to hold that part of the Collateral that is in its possession or control (or in the possession or control of its agents or bailees) to the extent that possession or control thereof is taken to perfect a Lien thereon under the UCC or other applicable law (such Collateral being the "Pledged Collateral") as collateral agent for the First Lien Secured Parties and as bailee for the Second Lien Collateral Agent and the Third Lien Collateral Agent (such bailment being intended, among other things, to satisfy the requirements of Sections 8301(a)(2) and 9-313(c) of the UCC) and any assignee of the Second Lien Collateral Agent or the Third Lien Collateral Agent solely for the purpose of

perfecting the security interest granted under the First Lien Financing Documents, the Second Lien Financing Documents and the Third Lien Financing Documents, respectively, subject to the terms and conditions of this Section 5.4. In the event that the Second Lien Collateral Agent, any other Second Lien Secured Party, the Third Lien Collateral Agent or any other Third Lien Secured Party shall come into possession of any Pledged Collateral prior to the Discharge of First Lien Obligations in contravention of this Agreement, then the Second Lien Collateral Agent, such other Second Lien Secured Party, the Third Lien Collateral Agent or such other Third Lien Secured Party shall deliver such Pledged Collateral to the First Lien Collateral Agent.

(ii) After the Discharge of First Lien Obligations and until the Discharge of Second Lien Obligations, the Second Lien Collateral Agent agrees to hold that Pledged Collateral that is in its possession or control (or in the possession or control of its agents or bailees) as collateral agent for the Second Lien Secured Parties and as bailee for the Third Lien Collateral Agent (such bailment being intended, among other things, to satisfy the requirements of Sections 8301(a)(2) and 9-313(c) of the UCC) and any assignee of the Third Lien Collateral Agent solely for the purpose of perfecting the security interest granted under the Second Lien Financing Documents and the Third Lien Financing Documents, respectively, subject to the terms and conditions of this Section 5.4. In the event that the Third Lien Collateral Agent or any other Third Lien Secured Party shall come into possession of any Pledged Collateral after the Discharge of First Lien Obligations and prior to the Discharge of Second Lien Obligations in contravention of this Agreement, then the Third Lien Collateral Agent or such other Third Lien Secured Party shall deliver such Pledged Collateral to the Second Lien Collateral Agent.

(b) The First Lien Collateral Agent shall have no obligation whatsoever to the First Lien Secured Parties, the Second Lien Secured Parties or the Third Lien Secured Parties to ensure that the Pledged Collateral is genuine or owned by any of the Grantors or to preserve rights or benefits of any Person except as expressly set forth in this Section 5.4. The duties or responsibilities of the First Lien Collateral Agent to the Second Lien Collateral Agent and the Third Lien Collateral Agent under this Section 5.4 shall be limited solely to holding the Pledged Collateral as Collateral Agent for the benefit of and on behalf of the First Lien Secured Parties, and as bailee for the Second Lien Collateral Agent and the Third Lien Collateral Agent in accordance with this Section 5.4 and delivering the Pledged Collateral upon a Discharge of First Lien Obligations as provided in paragraph (d) below. Following the delivery of the Pledged Collateral to the Second Lien Collateral Agent upon Discharge of the First Lien Obligations, the Second Lien Collateral Agent shall have no obligation whatsoever to the Second Lien Secured Parties or the Third Lien Secured Parties to ensure that the Pledged Collateral is genuine or owned by any of the Grantors or to preserve rights or benefits of any Person except as expressly set forth in this Section 5.4. The duties or responsibilities of the Second Lien Collateral Agent to the Third Lien Collateral Agent under this Section 5.4 shall be limited solely to holding the Pledged Collateral as Collateral Agent for the benefit of and on behalf of the Second Lien Secured Parties and as bailee for the Third Lien Collateral Agent in accordance with this Section 5.4 and delivering the Pledged Collateral upon a Discharge of Second Lien Obligations as provided in paragraph (d) below.

(c) The First Lien Collateral Agent acting pursuant to this Section 5.4 shall not have by reason of the First Lien Security Documents, the Second Lien Security Documents,

the Third Lien Security Documents, this Agreement or any other document, a fiduciary relationship in respect of any First Lien Secured Party, any Second Lien Secured Party or any Third Lien Secured Party. The Second Lien Collateral Agent acting pursuant to this Section 5.4 shall not have by reason of the Second Lien Security Documents, the Third Lien Security Documents, this Agreement or any other document, a fiduciary relationship in respect of any Second Lien Secured Party or any Third Lien Secured Party.

(d) Until the Discharge of First Lien Obligations has occurred, the First Lien Collateral Agent shall be entitled to deal with the Pledged Collateral in accordance with the terms of the First Lien Financing Documents as if the Liens of the Second Lien Collateral Agent under the Second Lien Security Documents and the Liens of the Third Lien Collateral Agent under the Third Lien Security Documents did not exist. Until the Discharge of First Lien Obligations has occurred, the rights of the Second Lien Collateral Agent and the Third Lien Collateral Agent shall at all times be subject to the terms of this Agreement. After the Discharge of First Lien Obligations and until the Discharge of Second Lien Obligations has occurred, the Second Lien Collateral Agent shall be entitled to deal with the Pledged Collateral in accordance with the terms of the Second Lien Financing Documents as if the Liens of the Third Lien Collateral Agent under the Third Lien Security Documents did not exist. After the Discharge of First Lien Obligations and until the Discharge of Second Lien Obligations has occurred, the rights of the Third Lien Collateral Agent shall at all times be subject to the terms of this Agreement.

Section 5.5 When Discharge of Obligations Deemed to Not Have Occurred; Additional First Lien Indebtedness. (a) If concurrently with the Discharge of First Lien Obligations, the Company enters into any Refinancing of the then existing First Lien Obligations, which Refinancing is permitted by this Agreement (including Section 5.3(a)(ii)), the Second Lien Financing Documents and the Third Lien Financing Documents as in effect on the date hereof, then such Discharge of First Lien Obligations, as the case may be, shall automatically be deemed not to have occurred for all purposes of this Agreement, and, from and after the date on which such Refinancing Indebtedness is incurred in accordance with the terms hereof, the obligations under such Refinancing shall automatically be treated as First Lien Obligations, for all purposes of this Agreement, including for purposes of the Lien priorities and rights in respect of Collateral set forth herein, and the applicable New First Lien Agent under such new First Lien Financing Documents shall be the First Lien Collateral Agent for all purposes of this Agreement.

(b) The Grantors will be permitted, subject to Section 5.3, to (i) Refinance the First Lien Obligations in full or in part or (ii) in the event that no First Lien Obligations are then outstanding and the Discharge of First Lien Obligations shall have occurred with respect to the most recent First Lien Obligations, incur new First Lien Obligations, in either case under an Additional First Lien Financing Document (the Indebtedness incurred under clause (i) or (ii) shall be referred to in this Section 5.5 as "Additional First Lien Indebtedness"), and in connection therewith, designate as a holder of First Lien Obligations hereunder lenders and agents (including any New First Lien Agent) thereunder, in each case only to the extent the Refinancing Indebtedness or new Indebtedness is incurred in accordance with the terms of this Agreement (including Section 5.3 and this Section 5.5). The Grantors shall effect such designation by delivering to each then existing Authorized Collateral Agent and Debt Representative, each of the following:

(i) on or prior to the date on which such Additional First Lien Indebtedness is incurred, an Officers' Certificate stating that the Grantors intend to incur such Additional First Lien Indebtedness as Refinancing Indebtedness or Indebtedness under a new First Lien Financing Document, and certifying that (A) such incurrence is permitted and does not violate or result in any default under any then existing First Lien Financing Document, Second Lien Financing Document or Third Lien Financing Document (other than any incurrence of First Lien Obligations that would simultaneously repay all First Lien Obligations under the First Lien Financing Documents under which such default would arise), determined assuming such commitments are fully drawn as of such date and (B) the definitive documentation associated with such Additional First Lien Indebtedness contains a written agreement of the holders of such Indebtedness, for the enforceable benefit of all other holders of existing and future First Lien Obligations, all holders of existing and future Second Lien Obligations, all holders of existing and future Third Lien Obligations, and each existing and future Debt Representative as follows: (x) that the holders of all obligations associated with such Additional First Lien Indebtedness are bound by the provisions of, and agree to the terms of, this Agreement and (y) consenting to and directing the applicable New First Lien Agent or Additional First Lien Representative with respect to such Additional First Lien Indebtedness to perform its obligations under this Agreement;

(ii) evidence that the Grantors have duly authorized, executed (if applicable) and recorded (or caused to be recorded), or intend to authorize, execute and record (if applicable), in each appropriate governmental office all relevant filings and recordations to ensure that such Additional First Lien Indebtedness is secured by the First Lien Collateral in accordance with this Agreement and the First Lien Security Documents;

(iii) a written notice specifying the name and address of each New First Lien Agent or Additional First Lien Representative in respect of such Additional First Lien Indebtedness for purposes of Section 8.9; and

(iv) a copy of the executed First Lien Joinder, executed by each New First Lien Agent or Additional First Lien Representative (on behalf of each First Lien Secured Party represented by it).

(c) Although the Grantors shall be required to deliver a copy of each of the foregoing documents described in clauses (i) through (iv) of Section 5.5(b) to each then existing Authorized Collateral Agent and Debt Representative, the failure to so deliver a copy of any such document to any such Authorized Collateral Agent or Debt Representative (other than the certification described in clause (i) of Section 5.5(b) and the executed First Lien Joinder referred to in clause (iv) of Section 5.5(b), which shall in all cases be required and which shall be delivered to each then existing Authorized Collateral Agent and Debt Representative no later

than five Business Days prior to the execution and delivery of the Additional First Lien Financing Documents governing such Additional First Lien Indebtedness) shall not affect the status of such Additional First Lien Indebtedness as First Lien Obligations entitled to the benefits of this Agreement if the other requirements of this Section 5.5 are complied with.

(d) If and to the extent requested by any New First Lien Agent, and so long as the Grantors shall have delivered copies of the certificates and documents referenced in clauses (i) through (iv) of Section 5.5(b) to each Authorized Collateral Agent and Debt Representative, each Authorized Collateral Agent will (to the extent the Additional First Lien Indebtedness is incurred in accordance with such Authorized Collateral Agent's applicable Financing Documents) confirm in writing (by countersigning and acknowledging the First Lien Joinder) that (i) the holders of such contemplated Additional First Lien Indebtedness will be First Lien Secured Parties hereunder and (ii) the obligations of such holders associated with such Additional First Lien Indebtedness are First Lien Obligations hereunder. The failure of any Authorized Collateral Agent to so confirm in writing shall not affect the status of such obligations as First Lien Obligations entitled to the benefits of this Agreement if the other requirements of this Section 5.5 are complied with.

(e) [Reserved].

(f) Upon receipt of a notice (the "New First Lien Debt Notice") stating that the Company has entered into a Refinancing in respect of the then existing First Lien Obligations or a new First Lien Financing Document in accordance with the terms hereof (which notice shall include the identity of the new Debt Representative and/or Authorized Collateral Agent under the applicable Refinance Documents, such Persons, the "New First Lien Agents"), and so long as the Grantors shall have delivered copies of the certificates and documents referenced in clauses (i) through (iv) of Section 5.5(b) to the Second Lien Collateral Agent and the Third Lien Collateral Agent, the Second Lien Collateral Agent and the Third Lien Collateral Agent shall promptly, at the Grantors' cost and expense, (i) enter into such documents and agreements (including amendments, supplements or other modifications to this Agreement) as the Company or any such New First Lien Agent shall reasonably request in order to provide to the New First Lien Agents the rights contemplated hereby, in each case consistent in all material respects with the terms of this Agreement and (ii) deliver to the New First Lien Agents any Pledged Collateral held by it together with any necessary endorsements (or otherwise allow the New First Lien Agents to obtain control of such Pledged Collateral).

(g) If the new First Lien Obligations under the new Additional First Lien Financing Documents are secured by assets of the Grantors constituting Collateral that do not also secure the Second Lien Obligations and the Third Lien Obligations, then the Second Lien Obligations and the Third Lien Obligations shall be secured at such time by a second and third priority Lien, as applicable, on such assets to the same extent provided in the new First Lien Security Documents and this Agreement.

(h) Each Debt Representative and Authorized Collateral Agent agrees that this Agreement and the applicable First Lien Security Documents shall be amended to the extent necessary or desirable to cause the Liens granted thereby to be in favor of the holders of such new First Lien Obligations (to the extent Liens in favor of such holders are expressly permitted

by the terms hereof), and that the First Lien Collateral Agent is authorized to enter into such amendments as set forth in Section 8.4. The Liens granted in favor of the First Lien Collateral Agent, for the benefit of the First Lien Secured Parties, shall be granted under the same First Lien Security Documents.

(i) Each of the parties hereto agrees that this Agreement and the applicable First Lien Security Documents shall be amended to the extent necessary or desirable to cause the holders of such new First Lien Obligations to be treated in the same manner as the First Lien Secured Parties under this Agreement, and that the First Lien Collateral Agent is authorized to enter into such amendments as set forth in Section 8.4.

(j) Each then existing Debt Representative shall have the right to request that the Company provide a copy of executed opinions of counsel to be provided to the holders of any Additional First Lien Agreement entered into in accordance with this Section, to such Debt Representative, on behalf of all relevant Secured Parties, as to the associated Additional First Lien Indebtedness being secured by a valid and perfected security interest in the First Lien Collateral. Notwithstanding the foregoing, nothing in this Agreement will be construed to allow the Company or any other Grantor to incur additional Indebtedness unless otherwise permitted by the terms of all applicable Financing Documents. This Section 5.5 shall survive termination of this Agreement.

Section 5.6 Purchase Right.

(a) Without prejudice to the enforcement of any of the First Lien Secured Parties' remedies under the First Lien Financing Documents, this Agreement, at law or in equity or otherwise, the First Lien Secured Parties agree that following the earlier to occur of (i) an acceleration of any of the First Lien Obligations in accordance with the terms of the applicable First Lien Financing Documents and (ii) the commencement of any Insolvency or Liquidation Proceeding with respect to any Grantor (the earlier such event, the "Purchase Event"), within 15 days of the Purchase Event, the Second Lien Secured Parties may request, and the First Lien Secured Parties hereby offer the Second Lien Secured Parties the option, to purchase in cash the entire aggregate amount (but not less than the entirety) of outstanding First Lien Obligations (including unfunded commitments under any First Lien Financing Document that have not been terminated at such time) at the Purchase Price without warranty or representation or recourse except as provided in Section 5.6(d), on a pro rata basis among the First Lien Secured Parties, which offer may be accepted by less than all of the Second Lien Secured Parties so long as all the accepting Second Lien Secured Parties shall when taken together purchase such entire aggregate amount as set forth above (the purchase right described in this paragraph, the "Purchase Right").

(b) The "Purchase Price" will equal the sum of (1) the full amount of all First Lien Obligations then-outstanding and unpaid at par, including principal, accrued but unpaid interest and fees (including any premium under the First Lien Financing Documents that would be applicable upon prepayment or repayment of the First Lien Obligations or termination of the commitments under the Initial First Lien Term Loan Agreement, including as a result of the Purchase Event or the exercise of the Purchase Right) and any other unpaid amounts, including breakage costs and, in the case of any secured hedging obligations, the amount that would be

payable by the relevant Grantor thereunder if such Grantor were to terminate the hedge agreement in respect thereof on the date of the purchase or, if not terminated, an amount determined by the relevant First Lien Secured Party to be necessary to collateralize its credit risk arising out of such agreement, (2) the cash collateral to be furnished to the First Lien Secured Parties providing letters of credit under the First Lien Financing Documents in such amount (not to exceed 103% thereof) as such First Lien Secured Parties determine is reasonably necessary to secure such First Lien Secured Parties in connection with any such outstanding and undrawn letters of credit and (3) all accrued and unpaid fees, expenses and other amounts (including attorneys' fees and expenses) owed to the First Lien Secured Parties under or pursuant to the First Lien Financing Documents on the date of purchase.

(c) If the Second Lien Secured Parties (or any subset of them) exercise their Purchase Right, it shall be exercised pursuant to documentation mutually acceptable to each of the Initial First Lien Administrative Agent and the Second Lien Representatives and the parties shall endeavor to close promptly after the exercise thereof. If the Second Lien Secured Parties do not irrevocably exercise their Purchase Right within 15 days after the Purchase Event, the First Lien Secured Parties shall have no further obligations pursuant to this Section 5.6 and may take any further actions in their sole discretion in accordance with the First Lien Financing Documents and this Agreement. Each First Lien Secured Party will retain all rights to indemnification provided in the relevant First Lien Financing Documents for all claims and other amounts relating to periods prior to the purchase of the First Lien Obligations pursuant to this Section 5.6.

(d) The purchase and sale of the First Lien Obligations under this Section 5.6 will be without recourse and without representation or warranty of any kind by the First Lien Secured Parties, except that the First Lien Secured Parties shall severally and not jointly represent and warrant to the Second Lien Secured Parties that on the date of such purchase, immediately before giving effect to the purchase;

(i) the principal of and accrued and unpaid interest on the First Lien Obligations, and the fees and expenses thereof owed to the respective First Lien Secured Parties, are as stated in any assignment agreement prepared in connection with the purchase and sale of the First Lien Obligations; and

(ii) each First Lien Secured Party owns the First Lien Obligations purported to be owned by it free and clear of any Liens (other than participation interests not prohibited by the First Lien Financing Documents, in which case the Purchase Price will be appropriately adjusted so that the Second Lien Secured Parties do not pay amounts represented by participation interests to the extent that the Second Lien Secured Parties expressly assume the obligations under such participation interests).

Section 5.7 Additional Second Lien Indebtedness. (a) The Second Lien Collateral Agent will act as agent hereunder for, and perform its duties set forth herein on behalf of, each holder of Second Lien Obligations in respect of indebtedness that is incurred after the date hereof that:

(i) holds Additional Second Lien Obligations that are identified as such in accordance with the procedures set forth in clause (b) of this Section 5.7; and

(ii) signs, through its designated Additional Second Lien Representative identified pursuant to clause (b) of this Section 5.7, and delivers a Second Lien Joinder.

(b) The Grantors will be permitted, subject to Section 5.3, to (x) Refinance the Second Lien Obligations in full or in part or (y) incur Indebtedness in respect of an Additional Second Lien Agreement and to designate as an additional holder of Second Lien Obligations hereunder lenders, agents and each Additional Second Lien Representative, as applicable, under such Additional Second Lien Agreement, in each case only to the extent such Additional Second Lien Agreement is incurred in accordance with the terms of this Agreement (including this Section 5.7) and only to the extent such incurrence is permitted under the terms of the First Lien Financing Documents, the Second Lien Financing Documents (to the extent not Refinanced by such Indebtedness) and the Third Lien Financing Documents. The Grantors shall effect such designation by delivering to each previously identified Authorized Collateral Agent and Debt Representative, each of the following:

(i) on or prior to the date on which such Additional Second Lien Obligations are incurred, an Officers' Certificate stating that the Grantors intend to incur additional Indebtedness under such Additional Second Lien Agreement, and certifying that (A) such incurrence is permitted and does not violate or result in any default under the First Lien Financing Documents, the Second Lien Financing Documents and the Third Lien Financing Documents (other than any incurrence of Second Lien Obligations that would simultaneously repay all First Lien Obligations, Second Lien Obligations or Third Lien Obligations, as applicable, under the First Lien Financing Documents, the Second Lien Financing Documents or the Third Lien Financing Documents, as applicable, under which such default would arise) determined assuming such commitments are fully drawn as of such date and (B) the definitive documentation associated with such Additional Second Lien Agreement contains a written agreement of the holders of such Indebtedness, for the enforceable benefit of all holders of existing and future First Lien Obligations, all other holders of existing and future Second Lien Obligations, all other holders of existing and future Third Lien Obligations, and each existing and future Authorized Collateral Agent and each other existing and future Debt Representative as follows: (x) that all Second Lien Obligations will be and are secured equally and ratably by all Liens granted to the Second Lien Collateral Agent, for the benefit of the Second Lien Secured Parties, at any time granted by any Grantor to secure any Second Lien Obligations whether or not upon property otherwise constituting collateral to such Second Lien Obligations and that all Liens granted pursuant to the Second Lien Security Documents will be enforceable by the Second Lien Collateral Agent for the benefit of all holders of Second Lien Obligations equally and ratably as contemplated by this Agreement, (y) that the holders of Second Lien Obligations in respect of such Additional Second Lien Agreement are bound by the provisions of, and agree to

the terms of, this Agreement, including the provisions relating to the ranking of Liens and the order of application of proceeds from the enforcement of Liens and (z) consenting to and directing the Second Lien Collateral Agent to perform its obligations under this Agreement and the Second Lien Security Documents;

(ii) evidence that the Grantors have duly authorized, executed (if applicable) and recorded (or caused to be recorded), or intend to authorize, execute and record (if applicable), in each appropriate governmental office all relevant filings and recordations to ensure that the Additional Second Lien Obligations in respect of such Additional Second Lien Agreement are secured by the Collateral in accordance with this Agreement and the Second Lien Security Documents (including any amendments to the applicable Second Lien Security Documents necessary to increase the amount of Second Lien Obligations secured thereby to an amount reasonably satisfactory to the Second Lien Collateral Agent);

(iii) a written notice specifying the name and address of the Additional Second Lien Representative in respect of such Additional Second Lien Agreement for purposes of Section 8.9; and

(iv) a copy of the executed Second Lien Joinder referred to in clause (a) above, executed by the new Additional Second Lien Representative (on behalf of each Additional Second Lien Secured Party represented by it).

(c) Upon receipt of a notice (the "New Second Lien Debt Notice") stating that the Company has entered into a Refinancing in respect of the then existing Second Lien Obligations or a new Second Lien Financing Document in accordance with the terms hereof (which notice shall include the identity of the new Debt Representative and/or Authorized Collateral Agent under the applicable Refinance Documents, such Persons, the "New Second Lien Agents"), and so long as the Grantors shall have delivered copies of the certificates and documents referenced in clauses (i) through (iv) of Section 5.7(b) to the First Lien Collateral Agent and, if applicable, the Third Lien Collateral Agent, the First Lien Collateral Agent and, if applicable, the Third Lien Collateral Agent shall promptly, at the Grantors' cost and expense, enter into such documents and agreements (including amendments, supplements or other modifications to this Agreement) as the Company or any such New Second Lien Agent shall reasonably request in order to provide to the New Second Lien Agents the rights contemplated hereby, in each case consistent in all material respects with the terms of this Agreement.

(d) Although the Grantors shall be required to deliver a copy of each of the foregoing documents described in clauses (i) through (iv) of Section 5.7(b) to each then existing Authorized Collateral Agent, and to each then existing Debt Representative, the failure to so deliver a copy of any such document to any such Authorized Collateral Agent, or to any such Debt Representative (other than the certification described in clause (i) of the applicable sub-clause of Section 5.7(b) and the Second Lien Joinder, as applicable, referred to in clause (iv) of the applicable sub-clause of Section 5.7(b), which shall in all cases be required and which shall be delivered to each then existing Authorized Collateral Agent and to each then existing Debt Representative no later than five Business Days prior to the execution and delivery of the

applicable Additional Second Lien Agreement governing such Additional Second Lien Indebtedness) shall not affect the status of such Additional Second Lien Indebtedness as Additional Second Lien Obligations entitled to the benefits of this Agreement and the Second Lien Security Documents, if the other requirements of this Section 5.7 are complied with.

(e) If and to the extent requested by the Second Lien Collateral Agent, and so long as the Grantors shall have delivered copies of the certificates and documents referenced in clauses (i) through (iv) of Section 5.7(b) to each previously identified Authorized Collateral Agent and each other previously identified Debt Representative, each Debt Representative will (to the extent the applicable Additional Second Lien Agreement is incurred in accordance with such Debt Representative's applicable Financing Documents) confirm in writing (by countersigning and acknowledging the Second Lien Joinder) that (i) the holders of such contemplated Additional Second Lien Indebtedness will be Second Lien Secured Parties hereunder, (ii) the obligations of such holders under the applicable contemplated documents are Second Lien Obligations hereunder, and (iii) such obligations are secured by an equal and ratable second lien on the Collateral, as contemplated hereby. The failure of any Debt Representative to so confirm in writing shall not affect the status of such obligations as Additional Second Lien Obligations or Second Lien Obligations entitled to the benefits of this Agreement and the Second Lien Security Documents if the other requirements of this Section 5.7 are complied with.

(f) Each Debt Representative and Authorized Collateral Agent agrees that this Agreement and the applicable Second Lien Security Documents shall be amended to the extent necessary or desirable to cause the Liens granted thereby to be in favor of the holders of such new Second Lien Obligations (to the extent Liens in favor of such holders are expressly permitted by the terms hereof), and that the Second Lien Collateral Agent is authorized to enter into such amendments as set forth in Section 8.4. The Liens granted in favor of the Second Lien Collateral Agent, for the benefit of the Second Lien Secured Parties, shall be granted under the same Second Lien Security Documents.

(g) Each of the parties hereto agrees that this Agreement and the applicable Second Lien Security Documents shall be amended to the extent necessary or desirable to cause the holders of such new Second Lien Obligations to be treated in the same manner as the Second Lien Secured Parties under this Agreement, and that the Second Lien Collateral Agent is authorized to enter into such amendments as set forth in Section 8.4.

(h) Each then existing Debt Representative shall have the right to request that the Company provide a copy of executed opinions of counsel to be provided to the holders of any Additional Second Lien Agreement entered into in accordance with this Section, to such Debt Representative, on behalf of all relevant Secured Parties, as to the associated Additional Second Lien Indebtedness being secured by a valid and perfected security interest in the Second Lien Collateral, as applicable. Notwithstanding the foregoing, nothing in this Agreement will be construed to allow the Company or any other Grantor to incur additional Indebtedness unless otherwise permitted by the terms of all applicable Financing Documents. This Section 5.7 shall survive termination of this Agreement.

Section 5.8 Third Lien Indebtedness. (a) The Third Lien Collateral Agent will act as agent hereunder for, and perform its duties set forth herein on behalf of, each holder of Third Lien Obligations in respect of indebtedness that is incurred after the date hereof that:

(i) holds Third Lien Obligations that are identified as such in accordance with the procedures set forth in clause (b) of this Section 5.8; and

(ii) signs, through its designated Third Lien Representative identified pursuant to clause (b) of this Section 5.8, and delivers a Third Lien Joinder.

(b) The Grantors will be permitted, subject to Section 5.3, to (x) Refinance the Third Lien Obligations in full or in part or (y) incur Indebtedness in respect of a Third Lien Agreement and to designate as an additional holder of Third Lien Obligations hereunder lenders, agents and each Third Lien Representative, as applicable, under such Third Lien Agreement, in each case only to the extent such Third Lien Agreement is incurred in accordance with the terms of this Agreement (including this Section 5.8) and only to the extent such incurrence is permitted under the terms of the First Lien Financing Documents, the Second Lien Financing Documents and the Third Lien Financing Documents (in each case, to the extent not Refinanced by such Indebtedness). The Grantors shall effect such designation by delivering to each previously identified Authorized Collateral Agent and Debt Representative, each of the following:

(i) on or prior to the date on which such Third Lien Obligations are incurred, an Officers' Certificate stating that the Grantors intend to incur additional Indebtedness under such Third Lien Agreement, and certifying that (A) such incurrence is permitted and does not violate or result in any default under the First Lien Financing Documents, the Second Lien Financing Documents and the Third Lien Financing Documents (other than any incurrence of Third Lien Obligations that would simultaneously repay all First Lien Obligations, Second Lien Obligations or Third Lien Obligations, as applicable, under the First Lien Financing Documents, the Second Lien Financing Documents or the Third Lien Financing Documents, as applicable, under which such default would arise) determined assuming such commitments are fully drawn as of such date and (B) the definitive documentation associated with such Third Lien Agreement contains a written agreement of the holders of such Indebtedness, for the enforceable benefit of all holders of existing and future First Lien Obligations, all other holders of existing and future Second Lien Obligations, all other holders of existing and future Third Lien Obligations, and each existing and future Authorized Collateral Agent and each other existing and future Debt Representative as follows: (x) that all Third Lien Obligations will be and are secured equally and ratably by all Liens granted to the Third Lien Collateral Agent, for the benefit of the Third Lien Secured Parties, at any time granted by any Grantor to secure any Third Lien Obligations whether or not upon property otherwise constituting collateral to such Third Lien Obligations and that all Liens granted pursuant to the Third Lien Security Documents will be enforceable by the Third Lien Collateral Agent for the benefit of all holders of Third Lien Obligations equally and ratably as contemplated by this Agreement, (y) that the holders of Third Lien Obligations in respect of such Third Lien Agreement are

bound by the provisions of, and agree to the terms of, this Agreement, including the provisions relating to the ranking of Liens and the order of application of proceeds from the enforcement of Liens and (z) consenting to and directing the Third Lien Collateral Agent to perform its obligations under this Agreement and the Third Lien Security Documents;

(ii) evidence that the Grantors have duly authorized, executed (if applicable) and recorded (or caused to be recorded), or intend to authorize, execute and record (if applicable), in each appropriate governmental office all relevant filings and recordations to ensure that the Third Lien Obligations in respect of such Third Lien Agreement are secured by the Collateral in accordance with this Agreement and the Third Lien Security Documents (including any amendments to the applicable Third Lien Security Documents necessary to increase the amount of Third Lien Obligations secured thereby to an amount reasonably satisfactory to the Third Lien Collateral Agent);

(iii) a written notice specifying the name and address of the Third Lien Representative in respect of such Third Lien Agreement for purposes of Section 8.9; and

(iv) a copy of the executed Third Lien Joinder referred to in clause (a) above, executed by the new Third Lien Representative (on behalf of each Third Lien Secured Party represented by it).

(c) Upon receipt of a notice (the "New Third Lien Debt Notice") stating that the Company has entered into a Refinancing in respect of the then existing Third Lien Obligations or a new Third Lien Financing Document in accordance with the terms hereof (which notice shall include the identity of the new Debt Representative and/or Authorized Collateral Agent under the applicable Refinance Documents, such Persons, the "New Third Lien Agents"), and so long as the Grantors shall have delivered copies of the certificates and documents referenced in clauses (i) through (iv) of Section 5.8(b) to the First Lien Collateral Agent and the Second Lien Collateral Agent, the First Lien Collateral Agent and the Second Lien Collateral Agent shall promptly, at the Grantors' cost and expense, enter into such documents and agreements (including amendments, supplements or other modifications to this Agreement) as the Company or any such New Third Lien Agent shall reasonably request in order to provide to the New Third Lien Agents the rights contemplated hereby, in each case consistent in all material respects with the terms of this Agreement.

(d) Although the Grantors shall be required to deliver a copy of each of the foregoing documents described in clauses (i) through (iv) of Section 5.8(b) to each then existing Authorized Collateral Agent, and to each then existing Debt Representative, the failure to so deliver a copy of any such document to any such Authorized Collateral Agent, or to any such Debt Representative (other than the certification described in clause (1) of the applicable sub-clause of Section 5.8(b) and the Second Lien Joinder, as applicable, referred to in clause (iv) of the applicable sub-clause of Section 5.8(b), which shall in all cases be required and which shall be delivered to each then existing Authorized Collateral Agent and to each then existing Debt Representative no later than five Business Days prior to the execution and delivery of the

applicable Third Lien Agreement governing such Third Lien Indebtedness) shall not affect the status of such Third Lien Indebtedness as Third Lien Obligations entitled to the benefits of this Agreement and the Third Lien Security Documents, if the other requirements of this Section 5.8 are complied with.

(e) If and to the extent requested by the Third Lien Collateral Agent, and so long as the Grantors shall have delivered copies of the certificates and documents referenced in clauses (i) through (iv) of Section 5.8(b) to each previously identified Authorized Collateral Agent and each other previously identified Debt Representative, each Debt Representative will (to the extent the applicable Third Lien Agreement is incurred in accordance with such Debt Representative's applicable Financing Documents) confirm in writing (by countersigning and acknowledging the Third Lien Joinder) that (i) the holders of such contemplated Third Lien Indebtedness will be Third Lien Secured Parties hereunder, (ii) the obligations of such holders under the applicable contemplated documents are Third Lien Obligations hereunder, and (iii) such obligations are secured by an equal and ratable third lien on the Collateral, as contemplated hereby. The failure of any Debt Representative to so confirm in writing shall not affect the status of such obligations as Third Lien Obligations or Third Lien Obligations entitled to the benefits of this Agreement and the Third Lien Security Documents if the other requirements of this Section 5.8 are complied with.

(f) Each Debt Representative and Authorized Collateral Agent agrees that this Agreement and the applicable Third Lien Security Documents shall be amended to the extent necessary or desirable to cause the Liens granted thereby to be in favor of the holders of such new Third Lien Obligations (to the extent Liens in favor of such holders are expressly permitted by the terms hereof), and that the Third Lien Collateral Agent is authorized to enter into such amendments as set forth in Section 8.4. The Liens granted in favor of the Third Lien Collateral Agent, for the benefit of the Third Lien Secured Parties, shall be granted under the same Third Lien Security Documents.

(g) Each of the parties hereto agrees that this Agreement and the applicable Third Lien Security Documents shall be amended to the extent necessary or desirable to cause the holders of such new Third Lien Obligations to be treated in the same manner as the Third Lien Secured Parties under this Agreement, and that the Third Lien Collateral Agent is authorized to enter into such amendments as set forth in Section 8.4.

(h) Each then existing Debt Representative shall have the right to request that the Company provide a copy of executed opinions of counsel to be provided to the holders of any Third Lien Agreement entered into in accordance with this Section, to such Debt Representative, on behalf of all relevant Secured Parties, as to the associated Third Lien Indebtedness being secured by a valid and perfected security interest in the Third Lien Collateral, as applicable. Notwithstanding the foregoing, nothing in this Agreement will be construed to allow the Company or any other Grantor to incur additional Indebtedness unless otherwise permitted by the terms of all applicable Financing Documents. This Section 5.8 shall survive termination of this Agreement.

ARTICLE VI.

INSOLVENCY OR LIQUIDATION PROCEEDINGS

Section 6.1 Finance and Sale Issues. (a) (i) Until the Discharge of First Lien Obligations has occurred, if any Grantor shall be subject to any Insolvency or Liquidation Proceeding and the First Lien Collateral Agent shall desire to permit the use, sale or lease of cash collateral (as such term is defined in Section 363(a) of the Bankruptcy Code or any similar Bankruptcy Law), on which the First Lien Collateral Agent or any other creditor has a Lien or to permit any Grantor to obtain financing, whether from one or more of the First Lien Secured Parties or any other Person, under Section 364 of the Bankruptcy Code or any similar Bankruptcy Law ("DIP Financing"), then the Second Lien Collateral Agent, on behalf of itself and the Second Lien Secured Parties, and the Third Lien Collateral Agent, on behalf of itself and the Third Lien Secured Parties, agrees that (i) it will raise no objection to, or oppose or contest (or join with or support any third party opposing, objecting or contesting), such cash collateral use or DIP Financing (including any proposed orders for such cash collateral use and/or DIP Financing which are acceptable to the First Lien Collateral Agent) and it will be deemed to have consented to such cash collateral use or DIP Financing (including such proposed orders), (ii) to the extent the Liens securing the First Lien Obligations are subordinated to or on an equal and ratable basis with such DIP Financing or cash collateral use, the Second Lien Collateral Agent and the Third Lien Collateral Agent (A) will subordinate its Liens on the Collateral to the Liens securing such DIP Financing or use of cash collateral (and all obligations relating thereto and any customary "carve-out" for professional and United States Trustee fees) and to all adequate protection Liens granted to the First Lien Secured Parties on the same basis as the Liens securing the Second Lien Obligations and Third Lien Obligations are subordinated to the Liens securing the First Lien Obligations under this Agreement) and (B) will not request adequate protection or any other relief in connection therewith (except, as expressly agreed by the First Lien Collateral Agent or to the extent permitted by Section 6.3), (iii) it will raise no objection to, or oppose or contest (or join with or support any third party opposing, objecting or contesting) any lawful exercise by any First Lien Secured Party of the right to credit bid First Lien Obligations at any sale in foreclosure of Collateral (including, without limitation, pursuant to Section 363(k) of the Bankruptcy Code or any similar provision under any other applicable Bankruptcy Law) or to exercise any rights under Section 1111(b) of the Bankruptcy Code.

(ii) After the Discharge of First Lien Obligations and until the Discharge of Second Lien Obligations has occurred, if any Grantor shall be subject to any Insolvency or Liquidation Proceeding and the Second Lien Collateral Agent shall desire to permit the use, sale or lease of cash collateral (as such term is defined in Section 363(a) of the Bankruptcy Code or any similar Bankruptcy Law), on which the Second Lien Collateral Agent or any other creditor has a Lien or to permit any Grantor to obtain DIP Financing, then the Third Lien Collateral Agent, on behalf of itself and the Third Lien Secured Parties, agrees that (i) it will raise no objection to, or oppose or contest (or join with or support any third party opposing, objecting or contesting), such cash collateral use or DIP Financing (including any proposed orders for such cash collateral use and/or DIP Financing which are acceptable to the Second Lien Collateral Agent) and it will be deemed to have consented to such cash collateral use or DIP Financing (including such proposed orders), (ii) to the extent the Liens securing the Second Lien Obligations are subordinated to or on an equal and ratable basis with such DIP Financing or cash collateral use, the Third Lien Collateral Agent (A) will subordinate its Liens on the

Collateral to the Liens securing such DIP Financing or use of cash collateral (and all obligations relating thereto and any customary "carve-out" for professional and United States Trustee fees) and to all adequate protection Liens granted to the Second Lien Secured Parties on the same basis as the Liens securing the Third Lien Obligations are subordinated to the Liens securing the Second Lien Obligations under this Agreement) and (B) will not request adequate protection or any other relief in connection therewith (except, as expressly agreed by the Second Lien Collateral Agent or to the extent permitted by Section 6.3), (iii) it will raise no objection to, or oppose or contest (or join with or support any third party opposing, objecting or contesting) any lawful exercise by any Second Lien Secured Party of the right to credit bid Second Lien Obligations at any sale in foreclosure of Collateral (including, without limitation, pursuant to Section 363(k) of the Bankruptcy Code or any similar provision under any other applicable Bankruptcy Law) or to exercise any rights under Section 1111(b) of the Bankruptcy Code.

(b) The Second Lien Collateral Agent on behalf of the Second Lien Secured Parties and the Third Lien Collateral Agent on behalf of the Third Lien Secured Parties agrees that it will not seek consultation rights in connection with, and it will raise no objection, oppose or contest (or join with or support any third party objecting, opposing or contesting), a motion to sell, liquidate or otherwise dispose of Collateral under Section 363 of the Bankruptcy Code (or any successor provision or any comparable provision of any other Bankruptcy Law) if the requisite First Lien Secured Parties or after the Discharge of First Lien Obligations, the requisite Second Lien Secured Parties have consented to such sale, liquidation or other disposition. The Second Lien Collateral Agent on behalf of itself and the Second Lien Secured Parties and the Third Lien Collateral Agent on behalf of the Third Lien Secured Parties further agrees that it will not directly or indirectly oppose or impede entry of any order in connection with such sale, liquidation or other disposition, including orders to retain professionals or set bid procedures in connection with such sale, liquidation or disposition if the requisite First Lien Secured Parties or after the Discharge of First Lien Obligations, the requisite Second Lien Secured Parties have consented to (i) such retention of professionals and bid procedures in connection with such sale, liquidation or disposition of such assets and (ii) the sale, liquidation or disposition of such assets, in which event the Second Lien Secured Parties and the Third Lien Secured Parties will be deemed to have consented to the sale or disposition of Collateral pursuant to Section 363(f) of the Bankruptcy Code (or any successor provision or any comparable provision of any other applicable debtor relief law).

Section 6.2 Relief from the Automatic Stay. Until the Discharge of First Lien Obligations has occurred, the Second Lien Collateral Agent, on behalf of itself and the Second Lien Secured Parties, and the Third Lien Collateral Agent, on behalf of itself and the Third Lien Secured Parties, agrees that it shall not seek (or support any other Person seeking) relief from the automatic stay or any other stay in any Insolvency or Liquidation Proceeding in respect of the Collateral, without the prior written consent of the First Lien Collateral Agent. Until the Discharge of First Lien Obligations has occurred, the Second Lien Collateral Agent, on behalf of itself and the Second Lien Secured Parties, and the Third Lien Collateral Agent, on behalf of itself and the Third Lien Secured Parties, further agrees that it shall not object (or support any other Person who objects) to any motion by the First Lien Collateral Agent or the First Lien Secured Parties for relief from the automatic stay or any other stay in any Insolvency or Liquidation Proceeding in respect of the Collateral. After the Discharge of First Lien

Obligations and until the Discharge of Second Lien Obligations has occurred, the Third Lien Collateral Agent, on behalf of itself and the Third Lien Secured Parties, agrees that it shall not seek (or support any other Person seeking) relief from the automatic stay or any other stay in any Insolvency or Liquidation Proceeding in respect of the Collateral, without the prior written consent of the Second Lien Collateral Agent. After the Discharge of First Lien Obligations and until the Discharge of Second Lien Obligations has occurred, the Third Lien Collateral Agent, on behalf of itself and the Third Lien Secured Parties, further agrees that it shall not object (or support any other Person who objects) to any motion by the Second Lien Collateral Agent or the Second Lien Secured Parties for relief from the automatic stay or any other stay in any Insolvency or Liquidation Proceeding in respect of the Collateral.

Section 6.3 Adequate Protection. (a) (i) The Second Lien Collateral Agent, on behalf of itself and the Second Lien Secured Parties, and the Third Lien Collateral Agent, on behalf of itself and the Third Lien Secured Parties, agrees that none of them shall contest (or support any other Person contesting):

(A) any request by the First Lien Collateral Agent or the First Lien Secured Parties for adequate protection;

(B) any objection by the First Lien Collateral Agent or the First Lien Secured Parties to any motion, relief, action or proceeding based on the First Lien Collateral Agent or the First Lien Secured Parties claiming a lack of adequate protection;

(C) the payment of interest, fees, expenses or other amounts to the First Lien Collateral Agent or any other First Lien Secured Party under Section 506(b) or 506(c) of the Bankruptcy Code or otherwise;

(D) assert or support any claim for costs or expenses of preserving or disposing of any Collateral under Section 506(c) of the Bankruptcy Code or any similar provision of any other Bankruptcy Law; or

(E) request any form of adequate protection except as permitted by Section 6.3(b).

(ii) The Third Lien Collateral Agent, on behalf of itself and the Third Lien Secured Parties, agrees that none of them shall contest (or support any other Person contesting):

(A) any request by the Second Lien Collateral Agent or the Second Lien Secured Parties for adequate protection;

(B) any objection by the Second Lien Collateral Agent or the Second Lien Secured Parties to any motion, relief, action or proceeding based on the Second Lien Collateral Agent or the Second Lien Secured Parties claiming a lack of adequate protection;

(C) the payment of interest, fees, expenses or other amounts to the Second Lien Collateral Agent or any other Second Lien Secured Party under Section 506(b) or 506(c) of the Bankruptcy Code or otherwise;

(D) assert or support any claim for costs or expenses of preserving or disposing of any Collateral under Section 506(c) of the Bankruptcy Code or any similar provision of any other Bankruptcy Law; or

(E) request any form of adequate protection except as permitted by Section 6.3(b).

(b) Notwithstanding the foregoing provisions in this Section 6.3, in any Insolvency or Liquidation Proceeding:

(i) if the First Lien Secured Parties (or any subset thereof) are granted adequate protection in the form of additional payments or collateral in connection with any DIP Financing or use of cash collateral, then the Second Lien Collateral Agent, on behalf of itself or any of the Second Lien Secured Parties, and the Third Lien Collateral Agent, on behalf of itself or any of the Third Lien Secured Parties, may seek or request adequate protection in the form of a Lien on such additional collateral, which Lien will be subject to the terms of this Agreement subordinated to the Liens securing the First Lien Obligations and such DIP Financing or use of cash collateral (and all obligations relating thereto) on the same basis as the other Liens securing the Second Lien Obligations and the Third Lien Obligations are so subordinated to the First Lien Obligations under this Agreement, and

(ii) not in limitation of this Section 6.3 or elsewhere in this Agreement, in the event the Second Lien Collateral Agent, on behalf of itself or any of the Second Lien Secured Parties, or the Third Lien Collateral Agent, on behalf of itself or any of the Third Lien Secured Parties, is entitled to and does seek or request adequate protection in respect of Second Lien Obligations or the Third Lien Obligations, respectively, and such adequate protection is granted in the form of additional collateral, then the Second Lien Collateral Agent, on behalf of itself or any of the Second Lien Secured Parties, and the Third Lien Collateral Agent, on behalf of itself or any of the Third Lien Secured Parties, agrees that the First Lien Collateral Agent shall also be granted a senior Lien on such additional collateral as security for the First Lien Obligations and for any cash collateral use or DIP Financing provided by the First Lien Secured Parties and that any Lien on such additional collateral securing the Second Lien Obligations or the Third Lien Obligations and any such cash collateral or DIP Financing provided by the First Lien Secured Parties (and all obligations relating thereto) and to any other Liens granted to the First Lien Secured Parties as adequate protection on the same basis as the other Liens securing the Second Lien Obligations and the Third Lien Obligations are so subordinated to such First Lien Obligations under this Agreement. Except as otherwise expressly set forth in Section 6.1 or in connection with the exercise of remedies with respect to the Collateral, nothing herein shall limit the rights of any Second Lien Secured Party or any Third Lien

Secured Party from seeking adequate protection with respect to their rights in the Collateral in any Insolvency or Liquidation Proceeding (but not including adequate protection in the form of a cash payment, periodic cash payments or otherwise).

Section 6.4 No Waiver. Subject to Sections 3.1(e) and 6.3(b), nothing contained herein shall prohibit or in any way limit any First Lien Secured Party from objecting in any Insolvency or Liquidation Proceeding or otherwise to any action taken by the Second Lien Collateral Agent, any other Second Lien Secured Party, the Third Lien Collateral Agent, or any other Third Lien Secured Party including the seeking by the Second Lien Collateral Agent, any other Second Lien Secured Party, the Third Lien Collateral Agent, or any other Third Lien Secured Party of adequate protection, or the asserting by the Second Lien Collateral Agent, any other Second Lien Secured Party, the Third Lien Collateral Agent, or any other Third Lien Secured Party of any of its rights and remedies under the Second Lien Financing Documents, the Third Lien Financing Documents or otherwise; provided, however, that this Section 6.4 shall not limit the rights of the Second Lien Secured Parties and the Third Lien Secured Parties under Section 3.1(e) of this Agreement. Subject to Sections 3.1(e) and 6.3(b), after the Discharge of First Lien Obligations and until the Discharge of Second Lien Obligations, nothing contained herein shall prohibit or in any way limit any Second Lien Secured Party from objecting in any Insolvency or Liquidation Proceeding or otherwise to any action taken by the Third Lien Collateral Agent or any other Third Lien Secured Party including the seeking by the Third Lien Collateral Agent or any other Third Lien Secured Party of adequate protection, or the asserting by the Third Lien Collateral Agent or any other Third Lien Secured Party of any of its rights and remedies under the Third Lien Financing Documents or otherwise; provided, however, that this Section 6.4 shall not limit the rights of the Third Lien Secured Parties under Section 3.1(e) of this Agreement.

Section 6.5 Avoidance Issues. If any First Lien Secured Party is required in any Insolvency or Liquidation Proceeding or otherwise to turn over or otherwise pay to the estate of any Grantor any amount paid in respect of First Lien Obligations (a "Recovery"), then such First Lien Secured Party shall be entitled to a reinstatement of First Lien Obligations with respect to all such recovered amounts, and the Discharge of First Lien Obligations shall, to that extent, be deemed not to have occurred for all purposes hereunder. If this Agreement shall have been terminated prior to such Recovery or any finding of the invalidity of a Lien of the First Lien Collateral Agent, this Agreement shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the obligations of the parties hereto from such date of reinstatement. If any Second Lien Secured Party is required in any Insolvency or Liquidation Proceeding or otherwise to turn over or otherwise pay to the estate of any Grantor any amount paid in respect of Second Lien Obligations (a "Second Lien Recovery"), then such Second Lien Secured Party shall, to that extent, be entitled to a reinstatement of Second Lien Obligations with respect to all such recovered amounts, and the Discharge of Second Lien Obligations shall be deemed not to have occurred for all purposes hereunder. If this Agreement shall have been terminated prior to such Second Lien Recovery or any finding of the invalidity of a Lien of the Second Lien Collateral Agent, this Agreement shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the obligations of the parties hereto from such date of reinstatement. If any Third Lien Secured Party is required in any Insolvency or Liquidation

Proceeding or otherwise to turn over or otherwise pay to the estate of any Grantor any amount paid in respect of Third Lien Obligations (a "Third Lien Recovery"), then such Third Lien Secured Party shall, to that extent, be entitled to a reinstatement of Third Lien Obligations with respect to all such recovered amounts, and the Discharge of Third Lien Obligations shall be deemed not to have occurred for all purposes hereunder. If this Agreement shall have been terminated prior to such Third Lien Recovery or any finding of the invalidity of a Lien of the Third Lien Collateral Agent, this Agreement shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the obligations of the parties hereto from such date of reinstatement.

Section 6.6 Reorganization Securities. If, in any Insolvency or Liquidation Proceeding, debt obligations of the reorganized debtor secured by Liens upon any property of the reorganized debtor are distributed pursuant to a plan of reorganization or similar dispositive restructuring plan, on account of First Lien Obligations, Second Lien Obligations or Third Lien Obligations, then, to the extent the debt obligations distributed on account of the First Lien Obligations, Second Lien Obligations or Third Lien Obligations are secured by Liens upon the same property, the provisions of this Agreement will survive the distribution of such debt obligations pursuant to such plan and will apply with like effect to the Liens securing such debt obligations.

Section 6.7 Voting. None of the Second Lien Collateral Agent, Second Lien Secured Parties, Third Lien Collateral Agent and Third Lien Secured Parties shall support or vote in favor of any plan of reorganization (and each shall be deemed to have voted to reject any plan of reorganization) that is inconsistent with the terms of this Agreement. Without limiting the generality of the foregoing, none of the Second Lien Collateral Agent, the Second Lien Secured Parties, the Third Lien Collateral Agent or the Third Lien Secured Parties shall support or vote in favor of any plan of reorganization unless such plan (a) pays off, in cash in full, all First Lien Obligations or (b) is accepted by the class of holders of First Lien Obligations voting thereon in accordance with Section 1126(e) of the Bankruptcy Code.

Section 6.8 Post-Petition Interest. (a) None of the Second Lien Collateral Agent, any other Second Lien Secured Party, the Third Lien Collateral Agent or any other Third Lien Secured Party, shall oppose or seek to challenge any claim by any First Lien Secured Party for allowance in any Insolvency or Liquidation Proceeding of First Lien Obligations consisting of post-petition interest, fees or expenses to the extent of the value of any First Lien Secured Party's Lien, without regard to the existence of the Lien of the Second Lien Collateral Agent on behalf of the Second Lien Secured Parties and the Third Lien Collateral Agent on behalf of the Third Lien Secured Parties on the Collateral.

(b) None of the First Lien Collateral Agent or any other First Lien Secured Party shall oppose or seek to challenge any claim by the Second Lien Collateral Agent, any other Second Lien Secured Party, the Third Lien Collateral Agent or any other Third Lien Secured Party for allowance in any Insolvency or Liquidation Proceeding of Second Lien Obligations or Third Lien Obligations consisting of post-petition interest, fees or expenses to the extent of the value of the Lien of the Second Lien Collateral Agent on behalf of the Second Lien Secured Parties on the Collateral (after taking into account the rights of the First Lien Collateral Agent in the First Lien Collateral for the benefit of the other First Lien Secured Parties) or the Third Lien

Collateral Agent on behalf of the Third Lien Secured Parties on the Collateral (after taking into account the rights of the First Lien Collateral Agent and the Second Lien Collateral Agent in the First Lien Collateral and the Second Lien Collateral, respectively, and for the benefit of the other First Lien Secured Parties and Second Lien Secured Parties, respectively).

(c) None of the Third Lien Collateral Agent or any other Third Lien Secured Party, shall oppose or seek to challenge any claim by any Second Lien Secured Party for allowance in any Insolvency or Liquidation Proceeding of Second Lien Obligations consisting of post-petition interest, fees or expenses to the extent of the value of any Second Lien Secured Party's Lien, without regard to the existence of the Lien of the Third Lien Collateral Agent on behalf of the Third Lien Secured Parties on the Collateral.

Section 6.9 Other Matters. To the extent that the Second Lien Collateral Agent, any Second Lien Secured Party, the Third Lien Collateral Agent or any Third Lien Secured Party has or acquires rights under Section 363 or Section 364 of the Bankruptcy Code or any similar provision of any other Bankruptcy Law with respect to any of the Collateral, the Second Lien Collateral Agent, on behalf of itself and the Second Lien Secured Parties, and the Third Lien Collateral Agent, on behalf of itself and the Third Lien Secured Parties, agree not to assert any such rights without the prior written consent of the First Lien Collateral Agent and with respect to the Third Lien Collateral Agent or any Third Lien Secured Party, the prior written consent of the Second Lien Collateral Agent, provided that if requested by the First Lien Collateral Agent or with respect to the Third Lien Collateral Agent, the Second Lien Collateral Agent, the Second Lien Collateral Agent and the Third Lien Collateral Agent shall timely exercise such rights in the manner requested by the First Lien Collateral Agent or the Second Lien Collateral Agent, as applicable, including any rights to payments in respect of such rights.

Section 6.10 Waiver. Each of the Second Lien Collateral Agent, for itself and on behalf of the Second Lien Secured Parties, and the Third Lien Collateral Agent, for itself and on behalf of the Third Lien Secured Parties, waives any claim it may hereafter have against any First Lien Secured Party arising out of the election of any First Lien Secured Party of the application of Section 1111(b)(2) of the Bankruptcy Code, and/or out of any cash collateral or financing arrangement or out of any grant of a security interest in connection with the Collateral in any Insolvency or Liquidation Proceeding so long as such actions are not in express contravention of the terms of this Agreement. The Third Lien Collateral Agent, for itself and on behalf of the Third Lien Secured Parties, waives any claim it may hereafter have against any Second Lien Secured Party arising out of the election of any Second Lien Secured Party of the application of Section 1111(b)(2) of the Bankruptcy Code, and/or out of any cash collateral or financing arrangement or out of any grant of a security interest in connection with the Collateral in any Insolvency or Liquidation Proceeding so long as such actions are not in express contravention of the terms of this Agreement.

Section 6.11 Separate Grants of Security and Separate Classification. Each of the First Lien Collateral Agent for itself and on behalf of the First Lien Secured Parties, the Second Lien Collateral Agent, for itself and on behalf of the Second Lien Secured Parties, and the Third Lien Collateral Agent, for itself and on behalf of the Third Lien Secured Parties, acknowledges and agrees that:

(a) the grants of Liens pursuant to the First Lien Security Documents, the Second Lien Security Documents and the Third Lien Security Documents constitute three separate and distinct grants of Liens;

(b) because of, among other things, their differing rights in the Collateral, the Second Lien Obligations and Third Lien Obligations are fundamentally different from the First Lien Obligations, and the Third Lien Obligations are fundamentally different from the Second Lien Obligations, and each must be separately classified in any plan of reorganization proposed or adopted in an Insolvency or Liquidation Proceeding;

(c) the First Lien Obligations include all interest on First Lien Obligations that accrues after the commencement of any Insolvency or Liquidation Proceeding of any Grantor at the rate provided for in the applicable First Lien Financing Documents, whether or not allowed or allowable, the Second Lien Obligations include all interest on Second Lien Obligations that accrues after the commencement of any Insolvency or Liquidation Proceeding of any Grantor at the rate provided for in the applicable Second Lien Financing Documents, whether or not allowed or allowable and the Third Lien Obligations include all interest on Third Lien Obligations that accrues after the commencement of any Insolvency or Liquidation Proceeding of any Grantor at the rate provided for in the applicable Third Lien Financing Documents, whether or not allowed or allowable;

(d) the payment and satisfaction of all of the First Lien Obligations will be secured on an equal and ratable basis by the Liens established in favor of the First Lien Collateral Agent for the benefit of the First Lien Secured Parties; the payment and satisfaction of all of the Second Lien Obligations will be secured on an equal and ratable basis by the Liens established in favor of the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties; and the payment and satisfaction of all of the Third Lien Obligations will be secured on an equal and ratable basis by the Liens established in favor of the Third Lien Collateral Agent for the benefit of the Third Lien Secured Parties; it being understood and agreed that nothing in this Section 6.11(d) is intended to alter the priorities as among the First Lien Secured Parties, the Second Lien Secured Parties and the Third Lien Secured Parties, as provided in Section 2.1; and

(e) this Agreement constitutes a “subordination agreement” under Section 510 of the Bankruptcy Code.

To further effectuate the intent of the parties as provided in the immediately preceding sentence, if it is held that the claims against the Grantors in respect of the Collateral constitute only one secured claim (rather than three separate classes of secured claims), then each of the Second Lien Collateral Agent, on behalf of the Second Lien Secured Parties, and the Third Lien Collateral Agent, on behalf of the Third Lien Secured Parties, hereby acknowledges and agrees that, all distributions pursuant to Section 4.1 hereof or otherwise shall be made as if there were three separate classes of secured claims against the Grantors in respect of the Collateral (with the effect being that, to the extent that the aggregate value of the Collateral is sufficient (for this purpose ignoring all claims held by the Second Lien Collateral Agent on behalf of the Second Lien Secured Parties and the Third Lien Collateral Agent, on behalf of the Third Lien Secured Parties), the First Lien Secured Parties shall be entitled to receive, in addition to amounts

otherwise distributed to them in respect of principal, pre-petition interest and other claims, all amounts owing in respect of post-petition interest, including any additional interest payable pursuant to the First Lien Financing Documents arising from or related to a default, which is disallowed as a claim in any Insolvency or Liquidation Proceeding before any distribution is made in respect of the claims held by the Second Lien Secured Parties and the Third Lien Secured Parties with respect to the Collateral; each of the Second Lien Collateral Agent, for itself and on behalf of the Second Lien Secured Parties, and the Third Lien Collateral Agent, on behalf of the Third Lien Secured Parties, hereby acknowledges and agrees to turn over to the First Lien Collateral Agent, for itself and on behalf of the First Lien Secured Parties, all amounts otherwise received or receivable by them to the extent needed to effectuate the intent of this sentence (with respect to the payment of post-petition interest) even if such turnover of amounts has the effect of reducing the amount of the claim of the Second Lien Secured Parties and the Third Lien Secured Parties).

ARTICLE VII.

RELIANCE; WAIVERS; ETC.

Section 7.1 Reliance. Other than any reliance on the terms of this Agreement, the First Lien Collateral Agent, on behalf of itself and the First Lien Secured Parties, is hereby advised and acknowledges that the First Lien Secured Parties (other than the Initial First Lien Collateral Agent and the Initial First Lien Administrative Agent) have, independently and without reliance on the Second Lien Collateral Agent, any Second Lien Secured Parties, the Third Lien Collateral Agent or any Third Lien Secured Parties and based on documents and information deemed by them appropriate, made their own credit analysis and decision to enter into the First Lien Financing Documents and be bound by the terms of this Agreement and they will continue to make their own credit decision in taking or not taking any action under the First Lien Financing Documents or this Agreement. The Second Lien Collateral Agent, on behalf of itself and the Second Lien Secured Parties, is hereby advised and acknowledges that the Second Lien Secured Parties (other than the Initial Second Lien Administrative Agent and the Initial Second Lien Collateral Agent) have, independently and without reliance on any First Lien Secured Party or any Third Lien Secured Party, and based on documents and information deemed by them appropriate, made their own credit analysis and decision to enter into each of the Second Lien Financing Documents and be bound by the terms of this Agreement and they will continue to make their own credit decision in taking or not taking any action under the Second Lien Financing Documents or this Agreement. The Third Lien Collateral Agent, on behalf of itself and the Third Lien Secured Parties, is hereby advised and acknowledges that the Third Lien Secured Parties have, independently and without reliance on any First Lien Secured Party or any Second Lien Secured Party, and based on documents and information deemed by them appropriate, made their own credit analysis and decision to enter into each of the Third Lien Financing Documents and be bound by the terms of this Agreement and they will continue to make their own credit decision in taking or not taking any action under the Third Lien Financing Documents or this Agreement.

Section 7.2 No Warranties or Liability. The First Lien Collateral Agent, on behalf of itself and the First Lien Secured Parties under the First Lien Financing Documents, acknowledges and agrees that each of the Second Lien Collateral Agent, the Second Lien

Secured Parties, the Third Lien Collateral Agent and the Third Lien Secured Parties have made no express or implied representation or warranty, including with respect to the execution, validity, legality, completeness, collectibility or enforceability of any of the Second Lien Financing Documents, the Third Lien Financing Documents, the ownership of any Collateral or the perfection or priority of any Liens thereon. Each of the Second Lien Collateral Agent, on behalf of itself and the Second Lien Secured Parties, and the Third Lien Collateral Agent, on behalf of itself and the Third Lien Secured Parties, acknowledges and agrees that the First Lien Secured Parties have made no express or implied representation or warranty, including with respect to the execution, validity, legality, completeness, collectibility or enforceability of any of the First Lien Financing Documents, the ownership of any Collateral or the perfection or priority of any Liens thereon. Except as otherwise provided herein, the First Lien Secured Parties, the Second Lien Secured Parties and the Third Lien Secured Parties will be entitled to manage and supervise their respective extensions of credit and investment under, and provisions of, the First Lien Financing Documents, the Second Lien Financing Documents and the Third Lien Financing Documents, as applicable, in accordance with law and as they may otherwise, in their sole discretion, deem appropriate. No Authorized Collateral Agent and their related Secured Parties shall have any duty to any other Authorized Collateral Agent or any of their related Secured Parties, in each case, to act or refrain from acting in a manner which allows, or results in, the occurrence or continuance of an event of default or default under any agreements with any Grantor (including the Financing Documents), regardless of any knowledge thereof which they may have or be charged with.

Section 7.3 No Waiver of Lien Priorities. (a) No right of any Secured Party or the Authorized Collateral Agent to enforce any provision of this Agreement or any Financing Document shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of any Grantor or by any act or failure to act by any Secured Party or the Authorized Collateral Agent, or by any noncompliance by any Person with the terms, provisions and covenants of this Agreement or any of the Financing Documents, regardless of any knowledge thereof which any Secured Parties may have or be otherwise charged with.

(b) Without in any way limiting the generality of the foregoing paragraph (but subject to the rights of the Grantors under the First Lien Financing Documents and subject to the provisions of Sections 5.1(a), 5.1(d), 5.3(a) and 5.5), the First Lien Secured Parties, the First Lien Collateral Agent and any of them may, at any time and from time to time in accordance with the First Lien Financing Documents and/or applicable law, without the consent of, or notice to, any other Authorized Collateral Agent or Secured Party, without incurring any liabilities to any other Authorized Collateral Agent or Secured Party and without impairing or releasing the Lien priorities and other benefits provided in this Agreement (even if any right of subrogation or other right or remedy of an Authorized Collateral Agent or any other Secured Party is affected, impaired or extinguished thereby) do any one or more of the following:

(i) change the manner, place or terms of payment or change or extend the time of payment of, or amend, renew, exchange, increase or alter, the terms of any of the First Lien Obligations or any Lien on any First Lien Collateral or guaranty thereof or any liability of any Grantor, or any liability incurred directly or indirectly in respect thereof (including any increase in or extension of the First Lien Obligations, without any restriction as to the amount (subject to Section 5.3(a)

hereof) tenor or terms of any such increase or extension) or otherwise amend, renew, exchange, extend, modify or supplement in any manner any Liens held by the First Lien Collateral Agent or any of the First Lien Secured Parties, the First Lien Obligations or any of the First Lien Financing Documents;

(ii) sell, exchange, release, surrender, realize upon, enforce or otherwise deal with in any manner and in any order any part of the First Lien Collateral or any liability of any Grantor to the First Lien Secured Parties or the First Lien Collateral Agent, or any liability incurred directly or indirectly in respect thereof;

(iii) settle or compromise any First Lien Obligation or any other liability of any Grantor or any security therefor or any liability incurred directly or indirectly in respect thereof and apply any sums by whomsoever paid and however realized to any liability (including the First Lien Obligations) in any manner or order; and

(iv) exercise or delay in or refrain from exercising any right or remedy against any Grantor or any security or any other Person, elect any remedy and otherwise deal freely with the Grantors or any First Lien Collateral and any security and any guarantor or any liability of any Grantor to the First Lien Secured Parties or any liability incurred directly or indirectly in respect thereof.

(c) Except as otherwise provided herein, each of the Second Lien Collateral Agent, on behalf of itself and the Second Lien Secured Parties, and the Third Lien Collateral Agent, on behalf of itself and the Third Lien Secured Parties, agrees that the First Lien Secured Parties shall have no liability to the Second Lien Collateral Agent, any Second Lien Secured Parties, the Third Lien Collateral Agent, or any Third Lien Secured Parties, and each of the Second Lien Collateral Agent, on behalf of itself and the Second Lien Secured Parties, and the Third Lien Collateral Agent, on behalf of itself and the Third Lien Secured Parties, hereby waives any claim or defense against any First Lien Secured Party or the First Lien Collateral Agent arising out of any and all actions which the First Lien Secured Parties or the First Lien Collateral Agent may take or permit or omit to take with respect to:

(i) the First Lien Financing Documents (other than this Agreement);

(ii) the collection of the First Lien Obligations; or

(iii) the foreclosure upon, or sale, liquidation or other Disposition of, any First Lien Collateral, other than the obligation to conduct any sale in a commercially reasonable manner.

Each of the Second Lien Collateral Agent, on behalf of itself and the Second Lien Secured Parties, and the Third Lien Collateral Agent, on behalf of itself and the Third Lien Secured Parties, agrees that the First Lien Secured Parties have no duty to them in respect of the maintenance or preservation of the First Lien Collateral, the First Lien Obligations or otherwise.

(d) Until the Discharge of First Lien Obligations, each of the Second Lien Collateral Agent, on behalf of itself and the Second Lien Secured Parties, and the Third Lien Collateral Agent, on behalf of itself and the Third Lien Secured Parties, hereby waives and agrees not to assert, to the fullest extent permitted by law, any right to demand, request, plead or otherwise assert or otherwise claim the benefit of, any marshalling, appraisal, valuation or other similar right that may otherwise be available under applicable law with respect to the Collateral or any other similar rights a junior secured creditor may have with respect to the Collateral under applicable law. After the Discharge of First Lien Obligations and until the Discharge of Second Lien Obligations, the Third Lien Collateral Agent, on behalf of itself and the Third Lien Secured Parties, hereby waives and agrees not to assert, to the fullest extent permitted by law, any right to demand, request, plead or otherwise assert or otherwise claim the benefit of, any marshalling, appraisal, valuation or other similar right that may otherwise be available under applicable law with respect to the Collateral or any other similar rights a junior secured creditor may have with respect to the Collateral under applicable law.

Section 7.4 Obligations Unconditional. All rights, interests, agreements and obligations of the Secured Parties hereunder shall remain in full force and effect irrespective of:

(a) any lack of validity or enforceability of any Financing Documents or the perfection or attachment of any liens thereunder;

(b) except as otherwise expressly set forth in this Agreement, any change in the time, manner or place of payment of, or in any other terms of, all or any of the Obligations, or any amendment or waiver or other modification, including any increase in the amount thereof, whether by course of conduct or otherwise, of the terms of any Financing Document;

(c) except as otherwise expressly set forth in this Agreement, any exchange of any security interest in any Collateral or any other collateral, or any amendment, waiver or other modification, whether in writing or by course of conduct or otherwise, of all or any of the Obligations or any guaranty thereof;

(d) the commencement of any Insolvency or Liquidation Proceeding in respect of any Grantor; or

(e) any other circumstances which otherwise might constitute a defense available to, or a discharge of, any Grantor in respect of any Authorized Collateral Agent, any Debt Representative or any Secured Party, in each case in respect of this Agreement.

ARTICLE VIII.

MISCELLANEOUS.

Section 8.1 Notice of Event of Default. The First Lien Collateral Agent (for purposes of this paragraph only, including each collateral agent for each series of First Lien Obligations) agrees to use reasonable efforts to notify each other Authorized Collateral Agent within ten (10) Business Days after obtaining actual knowledge of any First Lien Debt Default, the Second Lien Collateral Agent will use reasonable efforts to notify each other Authorized Collateral Agent within ten (10) Business Days after obtaining actual knowledge of the occurrence of any Second

Lien Debt Default and the Third Lien Collateral Agent will use reasonable efforts to notify each other Authorized Collateral Agent within ten (10) Business Days after obtaining actual knowledge of the occurrence of any Third Lien Debt Default. Each Debt Representative agrees to promptly notify each other Debt Representative and each Authorized Collateral Agent of any "event of default" in respect of its respective Financing Documents.

Section 8.2 Conflicts. In the event of any conflict between the provisions of this Agreement and the provisions of any of the Financing Documents, the provisions of this Agreement shall govern and control.

Section 8.3 Effectiveness; Continuing Nature of this Agreement; Severability. This Agreement shall become effective when executed and delivered by the parties hereto. This is a continuing agreement of lien subordination and the First Lien Secured Parties may continue, at any time and without notice to any other Authorized Collateral Agent or any other Secured Party, to extend credit and other financial accommodations and lend monies to or for the benefit of the Grantors constituting First Lien Obligations in reliance hereon. Each of the Second Lien Collateral Agent, on behalf of itself and the Second Lien Secured Parties, and the Third Lien Collateral Agent, on behalf of itself and the Third Lien Secured Parties, hereby waives any right it may have under applicable law to revoke this Agreement or any of the provisions of this Agreement. The terms of this Agreement shall survive, and shall continue in full force and effect, in any Insolvency or Liquidation Proceeding. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. All references to any Grantor shall include such Grantor as debtor and debtor-in-possession and any receiver or trustee for any Grantor (as the case may be) in any Insolvency or Liquidation Proceeding. This Agreement shall terminate and be of no further force and effect:

(a) with respect to the First Lien Secured Parties and the First Lien Obligations, on the date of Discharge of First Lien Obligations, subject to Section 5.5 and the rights of the First Lien Secured Parties under Section 6.5;

(b) with respect to the Second Lien Secured Parties and the Second Lien Obligations, on the Discharge of Second Lien Obligations, subject to Section 5.5 and the rights of the Second Lien Secured Parties under Section 6.5; and

(c) with respect to the Third Lien Secured Parties and the Third Lien Obligations, on the date of Discharge of Third Lien Obligations, subject to Section 5.5 and the rights of the First Lien Secured Parties under Section 6.5;

Notwithstanding the foregoing, such termination shall not relieve any party of its obligations incurred hereunder prior to such date of termination.

Section 8.4 Amendments; Waivers. (a) No amendment, restatement, supplement, modification or waiver of any of the provisions of this Agreement by any Authorized Collateral Agent or any Debt Representative shall be deemed to be made unless the same shall be in writing signed on behalf of such Debt Representative or Authorized Collateral Agent or its authorized

agent and, solely to the extent such amendment, restatement, supplement, modification or waiver would be materially adverse to any Grantor, each such Grantor. Each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the parties making such waiver or the obligations of the other parties to such waiver in any other respect or at any other time.

(b) Notwithstanding clause (a) above:

(i) any amendment, restatement, supplement or other modification of this Agreement that has the effect solely of adding or maintaining Collateral, securing additional indebtedness that is otherwise permitted by the terms of the Financing Documents and this Agreement to be secured by the Collateral or preserving, perfecting or establishing the Liens thereon or the rights of an Authorized Collateral Agent therein will become effective when executed and delivered by the Company, any other applicable Grantor party thereto and the applicable Authorized Collateral Agent, or by the Company and any other applicable Grantor party thereto, as applicable; and

(ii) no amendment, restatement, supplement or other modification of this Agreement that imposes any obligation upon any Authorized Collateral Agent or any Debt Representative, or adversely affects the rights of any Authorized Collateral Agent or any Debt Representative, respectively, in each case, solely in its capacity as such, will become effective without the consent of such Person.

(c) Notwithstanding Section 8.4(a) above, the Authorized Collateral Agents and each applicable Grantor may, without the consent of any other Secured Party, enter into any amendment, restatement, supplement or other modification of this Agreement (i) contemplated by Section 8.4(b) or (ii) to cure any ambiguity, defect or inconsistency or to correct or supplement any provision in such document that may be inconsistent with any other provision of a Security Document, as applicable, or to further the intended purposes thereof or to provide additional benefits or rights to the Secured Parties, as applicable, so long as prior to the execution of any such amendment, restatement, supplement or other modification referred to in this clause (c), each applicable Grantor shall have delivered to the Authorized Collateral Agents an Officers' Certificate to the effect that such amendment, modification or waiver complies with the requirements of this clause (c).

(d) Notwithstanding Section 8.4(a) above, each of the parties hereto agrees that, following a Refinancing of any of the Obligations, made in accordance with Section 5.5, Section 5.7 or Section 5.8, as the case may be, any New Agent and the Grantors may, without the consent of any other Secured Party, enter into any amendment, restatement, supplement or other modification of this Agreement solely to the extent necessary to confirm that the Liens granted by the applicable Refinance Security Documents in favor of the holders of such new Obligations constitute Liens securing First Lien Obligations, Second Lien Obligations or Third Lien Obligations, as the case may be, and to confirm that such holders will be treated in the same manner as the First Lien Secured Parties, Second Lien Secured Parties or Third Lien Secured Parties, as the case may be, under this Agreement, so long as prior to the execution of any such amendment, restatement, supplement or other modification referred to in this clause (d), each

applicable Grantor shall have delivered to each Debt Representative and each Authorized Collateral Agent (including without limitation the New Agents) an Officer's Certificate to the effect that such amendment, restatement, supplement or other modification complies with the requirements of this clause (d).

Section 8.5 Information Concerning the Grantors. (a) The First Lien Secured Parties, the Second Lien Secured Parties and the Third Lien Secured Parties, as respective groups, shall each be responsible for keeping themselves informed of (i) the financial condition of the Grantors and all endorsers and/or guarantors of the applicable Obligations, and (ii) all other circumstances bearing upon the risk of nonpayment of the applicable Obligations.

(b) No Secured Party shall have any duty to advise any other Secured Party of information known to it regarding such condition or any such circumstances or otherwise. In the event any of the Secured Parties, in its sole discretion, undertakes at any time or from time to time to provide any such information to any other Secured Party, it shall be under no obligation:

(i) to make, and such Secured Parties shall not make, any express or implied representation or warranty, including with respect to the accuracy, completeness, truthfulness or validity of any such information so provided;

(ii) to provide any additional information or to provide any such information on any subsequent occasion;

(iii) to undertake any investigation; or

(iv) to disclose any information which, pursuant to accepted or reasonable commercial finance practices, such party wishes to maintain confidential or is otherwise required to maintain confidential.

Section 8.6 Subrogation. With respect to the value of any payments or distributions in cash, property or other assets that any of the Second Lien Secured Parties or the Second Lien Collateral Agent or any of the Third Lien Secured Parties or the Third Lien Collateral Agent, respectively, pays over to the First Lien Collateral Agent or the First Lien Secured Parties under the terms of this Agreement, the Second Lien Secured Parties or Third Lien Secured Parties, as applicable, shall be subrogated to the rights of the First Lien Secured Parties; provided that, each of the Second Lien Collateral Agent, on behalf of itself and the other Second Lien Secured Parties and the Third Lien Collateral Agent, on behalf of itself and the other Third Lien Secured Parties, hereby agrees not to assert or enforce any such rights of subrogation it may acquire as a result of any payment hereunder until the Discharge of First Lien Obligations has occurred. With respect to the value of any payments or distributions in cash, property or other assets that any of the Third Lien Secured Parties or the Third Lien Collateral Agent, pays over to the Second Lien Collateral Agent or the Second Lien Secured Parties under the terms of this Agreement, the Third Lien Secured Parties shall be subrogated to the rights of the Second Lien Secured Parties; provided that, the Third Lien Collateral Agent, on behalf of itself and the Third Lien Secured Parties, hereby agrees not to assert or enforce any such rights of subrogation it may acquire as a result of any payment hereunder until the Discharge of Second Lien Obligations has occurred. The Grantors acknowledge and agree that the value of any payments or distributions

in cash, property or other assets received by (a) the Second Lien Collateral Agent or the Second Lien Secured Parties or the Third Lien Collateral Agent or the Third Lien Secured Parties, respectively, that are paid over to the First Lien Collateral Agent or the First Lien Secured Parties pursuant to this Agreement shall not reduce any of the Second Lien Obligations or the Third Lien Obligations, respectively and (b) the Third Lien Collateral Agent or the Third Lien Secured Parties that are paid over to the Second Lien Collateral Agent or the Second Lien Secured Parties pursuant to this Agreement shall not reduce any of the Third Lien Obligations.

Section 8.7 Application of Payments. All payments received by the First Lien Collateral Agent or the First Lien Secured Parties may be applied, reversed and reapplied, in whole or in part, to such part of the First Lien Obligations provided for in the First Lien Financing Documents. All payments received by the Second Lien Collateral Agent or any other Second Lien Secured Party after the Discharge of First Lien Obligations may be applied, reversed and reapplied, in whole or in part, to such part of the Second Lien Obligations provided for in the Second Lien Financing Documents. All payments received by the Third Lien Collateral Agent or any other Third Lien Secured Party after the Discharge of First Lien Obligations and Second Lien Obligations may be applied, reversed and reapplied, in whole or in part, to such part of the Third Lien Obligations provided for in the Third Lien Financing Documents. The Second Lien Collateral Agent, on behalf of itself and the Second Lien Secured Parties assents to any extension or postponement of the time of payment of the First Lien Obligations or any part thereof and to any other indulgence with respect thereto, and subject to the other provisions of this Agreement, to any substitution, exchange or release of any security which may at any time secure any part of the First Lien Obligations and to the addition or release of any other Person primarily or secondarily liable therefor. The Third Lien Collateral Agent, on behalf of itself and the Third Lien Secured Parties assents to any extension or postponement of the time of payment of the First Lien Obligations, the Second Lien Obligations or any part thereof and to any other indulgence with respect thereto, and subject to the other provisions of this Agreement, to any substitution, exchange or release of any security which may at any time secure any part of the First Lien Obligations or the Second Lien Obligations (as the case may be) and to the addition or release of any other Person primarily or secondarily liable therefor.

Section 8.8 SUBMISSION TO JURISDICTION; WAIVERS. (a) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HEREBY ACCEPTS FOR ITSELF AND (TO THE EXTENT PERMITTED BY LAW) IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS; PROVIDED THAT, SUBJECT TO THE OTHER LIMITATIONS SET FORTH HEREIN, NOTHING IN THIS SECTION 8.8 SHALL BE DEEMED OR OPERATE TO PRECLUDE (I) ANY AUTHORIZED COLLATERAL AGENT OR DEBT REPRESENTATIVE FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS UNDER THE APPLICABLE FINANCING DOCUMENTS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF ANY AUTHORIZED COLLATERAL AGENT OR DEBT REPRESENTATIVE OR (II) ANY

PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT. EACH PARTY HEREBY AGREES THAT A FINAL JUDGMENT IN ANY SUCH LEGAL ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS. BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH PARTY, FOR ITSELF, IN CONNECTION WITH ITS PROPERTIES AND ON BEHALF OF THE RESPECTIVE SECURED PARTIES IT REPRESENTS, IRREVOCABLY (I) ACCEPTS GENERALLY AND UNCONDITIONALLY THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS DESCRIBED IN THE FIRST SENTENCE OF THIS SECTION 8.8(); (II) WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME; (III) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE MADE BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO THE APPLICABLE PARTY AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH SECTION 8.9 HEREOF; PROVIDED HOWEVER THAT, EACH GRANTOR INCORPORATED UNDER THE LAWS OF MEXICO, HEREBY APPOINTS THE COMPANY, AS AUTHORIZED AGENT FOR SERVICE OF PROCESS IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND AGREES TO GRANT, AS SOON AS POSSIBLE, BUT IN ANY EVENT WITHIN THE 5 BUSINESS DAYS FOLLOWING THE DATE OF EXECUTION OF THIS AGREEMENT, A POWER OF ATTORNEY FOR LAWSUITS AND COLLECTIONS (*PODER PARA PLEITOS Y COBRANZAS*) IN TERMS OF THE FIRST PARAGRAPH OF ARTICLE 2554 OF THE FEDERAL CIVIL CODE (*CÓDIGO CIVIL FEDERAL*) AND ITS CORRELATIVE ARTICLES IN THE CIVIL CODES OF THE FEDERAL ENTITIES OF MEXICO BEFORE A MEXICAN NOTARY PUBLIC IN FAVOR OF THE COMPANY; (IV) AGREES THAT SERVICE AS PROVIDED IN CLAUSE (III) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER THE APPLICABLE PARTY IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT; AND (V) AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

(b) EACH OF THE PARTIES HERETO, ON BEHALF OF ITSELF AND THE RESPECTIVE SECURED PARTIES IT REPRESENTS, IF APPLICABLE, HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER HEREOF, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF

DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO, ON BEHALF OF ITSELF AND THE RESPECTIVE SECURED PARTIES IT REPRESENTS, IF APPLICABLE, ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO, ON BEHALF OF ITSELF AND THE RESPECTIVE SECURED PARTIES IT REPRESENTS, IF APPLICABLE, FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 8.8(b) AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(c) EACH PARTY HERETO, ON BEHALF OF ITSELF AND THE RESPECTIVE SECURED PARTIES IT REPRESENTS, IF APPLICABLE, WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER FINANCING DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT OR ACTION OF ANY PARTY HERETO.

(d) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 8.8, WITH RESPECT TO ANY DISPUTE INVOLVING ANY GRANTOR INCORPORATED UNDER THE LAWS OF MEXICO, EACH OF THE PARTIES HERETO (i) EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY AGREES TO SUBMIT FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY, AND OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF; AND (ii) WAIVES ANY OTHER JURISDICTION TO WHICH IT MAY BE ENTITLED BY REASON OF ITS PRESENT OR FUTURE DOMICILE OR OTHERWISE.

Section 8.9 Notices. All notices to the Secured Parties permitted or required under this Agreement shall also be sent to the applicable Authorized Collateral Agent. Unless otherwise specifically provided herein, any notice, request or other communication herein required or permitted to be given shall be in writing and may be personally served, faxed, electronically mailed or sent by United States mail or courier service. All notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; when receipt acknowledged, if telecopied; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery and shall

be deemed to have been given when delivered in person or by courier service, upon receipt of electronic mail, facsimile, or United States mail (registered or certified) with postage prepaid and properly addressed. For the purposes hereof, the addresses of the parties hereto shall be as set forth below each party's name on the signature pages attached hereto or, with respect to any Debt Representative or Authorized Collateral Agent that becomes a party hereto after the date hereof, at such address as such Person may specify in the applicable Joinder, or, as to each party, at such other address as may be designated by such party in a written notice to all of the other parties.

Section 8.10 Further Assurances. The First Lien Collateral Agent, on behalf of itself and the First Lien Secured Parties, the Second Lien Collateral Agent, on behalf of itself and the Second Lien Secured Parties, the Third Lien Collateral Agent, on behalf of itself and the Third Lien Secured Parties, and the Grantors, agree that each of them shall take such further action and shall execute and deliver such additional documents and instruments (in recordable form, if requested) as the applicable Authorized Collateral Agent may reasonably request to effectuate the terms of and the Lien priorities contemplated by this Agreement.

Section 8.11 APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 8.12 Binding on Successors and Assigns. This Agreement shall be binding upon the Authorized Collateral Agents, the Secured Parties and their respective successors and assigns. If any one of the Authorized Collateral Agents resigns or is replaced pursuant to the Financing Documents, its successor shall be deemed to be a party to this Agreement and shall have all of the rights of and be subject to all of the obligations of this Agreement.

Section 8.13 Specific Performance. Each of the Authorized Collateral Agents may demand specific performance of this Agreement. The First Lien Collateral Agent, on behalf of itself and the First Lien Secured Parties, the Second Lien Collateral Agent, on behalf of itself and the Second Lien Secured Parties, and the Third Lien Collateral Agent, on behalf of itself and the Third Lien Secured Parties, hereby irrevocably waive any defense based on the adequacy of a remedy at law and any other defense which might be asserted to bar the remedy of specific performance in any action which may be brought by any of the Authorized Collateral Agents or the Secured Parties.

Section 8.14 Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

Section 8.15 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement or any document or instrument delivered in connection herewith by email or facsimile shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

Section 8.16 Authorization. By its signature, each Person executing this Agreement on behalf of a party hereto represents and warrants to the other parties hereto that it is duly authorized to execute this Agreement and this Agreement, when executed and delivered by the First Lien Collateral Agent and the Second Lien Collateral Agent (and when a joinder is executed and delivered by the Third Lien Collateral Agent) will constitute the valid and legally binding obligation of each of the First Lien Collateral Agent, the Second Lien Collateral Agent and the Third Lien Collateral Agent, respectively, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium fraudulent transfer, fraudulent conveyance or similar laws affecting the enforcement of creditors' rights generally and by equitable principles.

Section 8.17 No Third-Party Beneficiaries. This Agreement and the rights and benefits hereof shall inure to the benefit of each of the parties hereto and its respective successors and assigns and shall inure to the benefit of each of the Secured Parties. No other Person shall have or be entitled to assert rights or benefits hereunder and shall not be deemed to be a third-party beneficiary hereof. Nothing in this Agreement shall impair, as between the Grantors and the Secured Parties, the obligations of the Grantors to pay principal, interest, fees and other amounts as provided in the applicable Financing Documents.

Section 8.18 Provisions Solely to Define Relative Rights. The provisions of this Agreement are and are intended solely for the purposes of defining the relative rights of the First Lien Secured Parties, the Second Lien Secured Parties and the Third Lien Secured Parties, each as a respective group. None of the Grantors or any other creditor thereof shall have any rights hereunder and no Grantor may rely on the terms hereof. Nothing in this Agreement is intended to or shall impair the obligations of the Grantors, which are absolute and unconditional, to pay the Obligations as and when the same shall become due and payable in accordance with their term.

Section 8.19 Additional Grantors. The Company shall cause each of its subsidiaries that becomes a Grantor or is required by any Financing Document to become a party to this Agreement to become a party to this Agreement by causing such subsidiary to execute and deliver to the parties hereto a Grantor Joinder, pursuant to which such subsidiary shall agree to be bound by the terms of this Agreement to the same extent as if it had executed and delivered this Agreement as of the date hereof. The Company agrees to provide to each Debt Representative and Authorized Collateral Agent a copy of each Grantor Joinder executed and delivered pursuant to this Section 8.19.

[Signature Pages Follow]

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

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Initial First Lien Collateral Agent

By: /s/ Nicole Kroll
Name: Nicole Kroll
Title: Assistant Vice President

Address: 50 South Sixth St., Suite 1290
Minneapolis, MN 55402

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Initial First Lien Administrative Agent

By: /s/ Nicole Kroll
Name: Nicole Kroll
Title: Assistant Vice President

Address: 50 South Sixth St., Suite 1290
Minneapolis, MN 55402

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Second Lien Collateral Agent

By: /s/ Nicole Kroll
Name: Nicole Kroll
Title: Assistant Vice President

Address: 50 South Sixth St., Suite 1290
Minneapolis, MN 55402

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Initial Second Lien Administrative Agent

By: /s/ Nicole Kroll
Name: Nicole Kroll
Title: Assistant Vice President

Address: 50 South Sixth St., Suite 1290
Minneapolis, MN 55402

Acknowledged and Agreed to by:

HORNBECK OFFSHORE SERVICES, INC.
HORNBECK OFFSHORE SERVICES, LLC
HORNBECK OFFSHORE TRANSPORTATION, LLC
HOS-IV, LLC
HORNBECK OFFSHORE TRINIDAD & TOBAGO, LLC
HORNBECK OFFSHORE OPERATORS, LLC
ENERGY SERVICES PUERTO RICO, LLC
HORNBECK OFFSHORE INTERNATIONAL, LLC
HOS PORT, LLC
HOS HOLDING, LLC
HOI HOLDING, LLC

By: /s/ James O. Harp, Jr.
Name: James O. Harp, Jr.
Title: Executive Vice President and Chief Financial Officer

HOS DE MEXICO II, S. DE R.L. DE C.V.

By: /s/ Samuel A. Giberga
Name: Samuel A. Giberga
Title: Vice President

U.S.-FLAG VESSELS[1]

VESSEL NAME	OFFICIAL NUMBER
HOS BAYOU	1244577
HOS BEIGNET	1097129
HOS BLACK FOOT	1244582
HOS BLACK ROCK	1244583
HOS BLACK WATCH	1244581
HOS BLUEWATER	1136268
HOS BOUDIN	1088474
HOS BOURRE	1076184
HOS BRIARWOOD	1244594
HOS BRIMSTONE	1124426
HOS CALEDONIA	1244585
HOS CAPTAIN	1244589
HOS CAROLINA	1244587
HOS CAROUSEL	1246522
HOS CAYENNE	1076117
HOS CEDAR RIDGE	1246521
HOS CENTERLINE	981472
HOS CHICORY	1076182
HOS CLAYMORE	1244588
HOS CLEARVIEW	1244579
HOS COLT	1253896
HOS COMMANDER	1244578
HOS COQUILLE	1076183
HOS CROCKETT	1244584
HOS GEMSTONE	1141952
HOS GREYSTONE	1144440
HOS LODE STAR	1205155
HOS MYSTIQUE	1205143
HOS NORTH STAR	1205154
HOS PINNACLE	1205149
HOS POLESTAR	1205152
HOS RED DAWN	1244590
HOS RED ROCK	1244591
HOS RENAISSANCE	1244592
HOS RESOLUTION	1205144
HOS RIDGEWIND	1114862

1 NTD: Schedules subject to update to account for any subsequent re-flagging.

HOS RIVERBEND	1244595
HOS SANDSTORM	1124424
HOS SHOOTING STAR	1205153
HOS SILVERSTAR	1144439
HOS STORMRIDGE	1124421
HOS STRONGLINE	988333
HOS WARLAND	1253611
HOS WARHORSE	1258860
HOS WILD HORSE	1258861
HOS WILDWING	1205151
HOS WINDANCER	1205150
HOS WOODLAND	1253612

MEXICAN-FLAG VESSELS

VESSEL NAME	OFFICIAL NUMBER
HOS BROWNING	[—]
HOS CORAL	[—]
HOS CRESTVIEW	[—]
HOS REMINGTON	[—]
HOS SILVER ARROW	[—]
HOS SWEET WATER	[—]
HOS WINCHESTER	[—]

VESSEL MORTGAGES ON U.S.-FLAG VESSELS

First Preferred Fleet Mortgage, dated as of June 15, 2017, granted by Hornbeck Offshore Services, LLC, as Shipowner, in favor of Wilmington Trust, National Association, as Collateral Agent, as Trustee/Mortgagee, which was filed with the National Vessel Documentation Center of the U.S. Coast Guard (the "NVDC") on June 16, 2017 at 2:30 p.m. and recorded in Batch 45258800 with Document ID 3, as amended by First Amendment to First Preferred Fleet Mortgage, dated September 20, 2018, which was filed with the NVDC on September 21, 2018 at 10:36 a.m. and recorded in Batch 56549800 with Document ID 4.

Second Preferred Fleet Mortgage, dated as of February 7, 2019, granted by Hornbeck Offshore Services, LLC, as Shipowner, in favor of Wilmington Trust, National Association, as Collateral Agent, as Trustee/Mortgage[2]

2 NTD: Description to be updated with NVDC filing information.

VESSEL MORTGAGES ON MEXICAN-FLAG VESSELS

First Lien Maritime Mortgage, dated as of May 11, 2018, by and among HOS de Mexico II, S. de R.L. de C.V., as Mortgagor, and Wilmington Trust, National Association, as Collateral Agent, as Mortgagee

Second Lien Maritime Mortgage, dated as of [-], 2019, by and among HOS de Mexico II, S. de R.L. de C.V., as Mortgagor, and Wilmington Trust, National Association, as Collateral Agent, as Mortgagee