IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re: INDEPENDENCE CONTRACT DRILLING, INC., et al.[1] Debtors.	Chapter 11 Case No. 24-90612 (ARP) (Jointly Administered)

NOTICE OF FILING PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on December 4, 2024, the United States Bankruptcy Court for the Southern District of Texas (the "Court") entered an order [Docket No. 44] (the "Scheduling Order"): (a) scheduling the Combined Hearing on the adequacy of the Disclosure Statement and confirmation of the Plan, (b) establishing the Objection Deadline, the Confirmation Materials Deadline, and approving related procedures, (c) approving the Solicitation Procedures, (d) approving the form and manner of the Combined Notice and Opt-Out Form and related deadlines, (e) conditionally directing that the U.S. Trustee not convene the Creditors' Meeting, provided that the Plan is confirmed within seventy-five (75) days of the Petition Date, (f) conditionally waiving the requirement that the Debtors file 2015.3 Reports, statements of financial affairs and schedules of assets and liabilities, *provided* that the Plan is confirmed within seventy-five (75) days of the Petition Date; and (g) granting related relief.[2]

PLEASE TAKE FURTHER NOTICE THAT as contemplated by the Plan and the Scheduling Order, the Debtors hereby file this Plan Supplement with the Court comprised of current drafts of the following documents (as may be amended, modified, or supplemented from time to time):

Exhibit	Plan Supplement Document
A	New Organizational Documents
B	Identification of New Board
C	Schedule of Retained Causes of Action
D	Schedule of Rejected Executory Contracts and Unexpired Leases
E	Insiders Potentially Participating in the Management Incentive Plan
F	Exit Term Loan Facility
G	Exit ABL Facility Agreement

[1] The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are: Independence Contract Drilling, Inc. (3648) and Sidewinder Drilling LLC (1024). The Debtors' service address is 20475 SH 249, Suite 300, Houston, Texas 77070.

[2] Capitalized terms not defined herein shall have the meaning ascribed to them in the Scheduling Order.

PLEASE TAKE FURTHER NOTICE THAT the documents, or portions thereof, contained in this Plan Supplement remain subject to ongoing review, revision, and further negotiation among the Debtors and interested parties with respect thereto in accordance with the terms of the Plan and the final versions of these documents may contain material differences from the versions filed herewith. The Debtors reserve the right to alter, amend, modify, or supplement any document in this Plan Supplement in accordance with the Plan, at any time before the Effective Date of the Plan or any such other date as may be provided for by the Plan or by order of the Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the date of the Combined Hearing, the Debtors will promptly file a redline of such document with the Court.

PLEASE TAKE FURTHER NOTICE THAT this Plan Supplement is integral to, part of, and incorporated by reference into the Plan. Please note, however, these documents have not yet been approved by the Court. If the Plan is approved, the documents contained in this Plan Supplement will be approved by the Court pursuant to the order confirming the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Combined Hearing will commence on **January 9, 2025 at 1:00 p.m.** prevailing Central Time, before the Honorable Judge Perez, at the United States Bankruptcy Court for the Southern District of Texas, Houston Division at 515 Rusk Street, Courtroom 400, floor 4, Houston, Texas 77002.

PLEASE TAKE FURTHER NOTICE THAT that you may participate at the Combined Hearing either in person or by an audio or video connection. Audio communication will be by use of the Court's dial-in facility. Audio communication will be by use of the Court's dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Perez's conference room number is 282694. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Perez's home page. The meeting code is "JudgePerez". Click the settings icon in the upper right corner and enter your name under the personal information setting. Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Perez's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the confirmation of the Plan is **January 3, 2025 at 4:00 p.m.** prevailing Central Time (the "Objection Deadline"). Any objection to the confirmation of the Plan must: (a) be in writing; (b) conform to the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules for the Southern District of Texas, and any orders of the court; (c) state, with particularity, the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity; (d) state, with particularity, the legal and factual basis for such objections and, if practicable, a proposed modification to the Plan that would resolve such objections; and (e) be filed with the Court with proof of service thereof and served upon the Notice Parties so as to be actually received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Scheduling Order, the Plan and Disclosure Statement, the Solicitation Procedures, or related documents, such materials are available free of charge by: (a) accessing the Debtors' restructuring website at https://cases.ra.kroll.com/ICD; (b) writing to ICD Ballot Processing, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232; (c) calling (833) 234-5627 (U.S. and Canada toll free) or (646) 568-5624 (international); or (d) emailing icdinfo@ra.kroll.com and referencing "ICD" in the subject line;. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at www.txs.uscourts.gov/.

ARTICLE IX OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND **ARTICLE IX.D CONTAINS A THIRD-PARTY RELEASE**. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE NOTICE AND CLAIMS AGENT

Dated: December 29, 2024
Houston, Texas

/s/ *Maegan Quejada*

SIDLEY AUSTIN LLP
Duston McFaul (TX Bar No. 24003309)
Maegan Quejada (TX Bar No. 24105999)
1000 Louisiana Street, Suite 5900
Houston, Texas 77002
Telephone: (713) 495-4500
Facsimile: (713) 495-7799
Email: dmcfaul@sidley.com
mquejada@sidley.com

Michael Sabino (admitted *pro hac vice*)
787 Seventh Avenue
New York, New York 10019
Telephone: (212) 839-5300
Facsimile: (212) 839-5599
Email: msabino@sidley.com

Proposed Counsel to the Debtors and Debtors in Possession

Certificate of Service

I certify that on December 29, 2024, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Maegan Quejada
Maegan Quejada

Exhibit A

New Organizational Documents

THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
SIDEWINDER DRILLING LLC

A Delaware Limited Liability Company

THIS THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF SIDEWINDER DRILLING LLC (this "**Agreement**"), dated as of [•], 2025, is entered into by the sole Member (as defined below).

WHEREAS, This Third Amended and Restated Limited Liability Company Agreement, which amends and restates the Second Limited Liability Company Agreement of the Company, is made and filed pursuant to that certain *Debtors' Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* (the "**Plan of Reorganization**"), as confirmed by that certain order of the United States Bankruptcy Court for the Southern District of Texas, Houston Division entered on January [•], 2025, in *In re: Independence Contract Drilling, Inc., et al.*, Case No. 24-90612, under Chapter 11 of the United States Bankruptcy Code (11 U.S.C., Sections 101-1330), as amended (the "**Bankruptcy Code**").

In consideration of the agreements and obligations contained herein, the Member hereby agrees as follows:

1. ***Name***. The name of the limited liability company formed hereby is Sidewinder Drilling LLC (the "**Company**").

2. ***Formation***. The Company has been formed as a Delaware limited liability company under and pursuant to the Delaware Limited Liability Company Act (the "**Act**").

3. ***Term***. The Company shall have a perpetual existence.

4. ***Purpose***. The Company is formed for the purpose of engaging in any lawful act or activity for which limited liability companies may be formed under Delaware law.

5. ***Principal Business Office***. The principal place of business and office of the Company shall be located, and the Company's business shall be conducted from, such place or places as may hereafter be determined by the Member.

6. ***Registered Agent and Office***. The Company's registered agent and office in the State of Delaware shall be Capitol Services, Inc., 1675 South State Street, Suite B, Dover, Delaware 19901.

7. ***Sole Member***. Independence Contract Drilling, Inc. is the sole member of the Company (the "**Member**"). The mailing address of the Member is as follows:

Independence Contract Drilling, Inc.
20475 State Highway 249, Suite 300
Houston, Texas 77070

8. ***Powers***. The Company shall have all power, privileges and authority as provided by the Act and any other applicable law, including all power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes described herein.

9. ***Management***. The business affairs of the Company shall be managed by the Member in accordance with Section 18-402 of the Act. Management of the Company shall be vested in the Member, and the Company shall not have "managers", as that term is used in the Act. The Member may appoint a President, Chief Executive Officer, Chief Financial Officer, one or more Vice Presidents, a Secretary and/or one or more other officers as it deems necessary, desirable or appropriate with any such authority and upon such terms and conditions as the Member deems appropriate. Any such officer shall serve at the direction of the Member and may be removed, with or without cause by the Member.

10. ***Capital Contributions***. The Member has made an initial contribution to the capital of the Company, as reflected in the Company's books and records. Without creating any rights in favor of any third party, the Member may, from time to time, make additional contributions of cash or property to the capital of the Company, but shall have no obligation to do so.

11. ***Distribution***s. Distributions shall be made to the Member at such times and in such amounts as may be determined in the sole discretion of the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Member on account of his interests in the Company if such distribution would violate Section 18-607 of the Act or other applicable law.

12. ***Nonvoting Equity Securities***. The Company shall not issue nonvoting equity securities; provided, however the foregoing restriction shall (i) have no further force and effect beyond that required under Section 1123(a)(6) of the Bankruptcy Code, (ii) only have such force and effect for so long as Section 1123 of the Bankruptcy Code is in effect and applicable to the Company, and (iii) in all events may be amended or eliminated in accordance with applicable law as from time to time may be in effect. The prohibition on the issuance of nonvoting equity securities is included in this Agreement in compliance with Section 1123(a)(6) of the Bankruptcy Code

13. ***Dissolution***. The Company shall dissolve and its affairs shall be wound up at such time, if any, as the Member may elect. No other event (including, without limitation, an event described in Section 18-801(b) of the Act) will cause the Company to dissolve. Additionally, the Member shall not cease to be a Member by reason of, or upon the happening of, any of the events referred to in Section 18-304 of the Act.

14. ***Liability of Member***. The Member shall not have any liability for the obligations or liabilities of the Company except to the extent provided for in the Act.

15. ***Amendments***. The Agreement may be amended only in writing. Any such amendment must be approved and executed by the Member.

16. ***Assignments***. The Member may assign in whole or in part its limited liability company interest in the Company in accordance with the Act.

17. ***Binding Effect***. The Agreement shall be binding upon and insure to the benefit of the Member and its successors and permitted assigns and is not intended to confer upon any person other than the Member and its successors and permitted assign any rights or remedies hereunder.

18. ***Captions***, Captions contained in the Agreement are inserted as a matter of convenience and in no way define, limit, extend or describe the scope of the Agreement or the intent of any provision hereof.

19. ***Severability***. The invalidity or unenforceability of any particular provision of the Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

20. ***Governing Law***. This Agreement is governed by and shall be construed in accordance with the laws of the State of Delaware.

21. ***Tax Matters***. It is intended that the Company be treated as "disregarded as an entity separate from its owner" within the meaning of Section 301.7701-3 of the U.S. Department of Treasury regulations for U.S. federal income and all other applicable income tax purposes. The Member may on behalf of the Company make, but shall not be obligated to make, any tax election provided under the Internal Revenue Code of 1986, as amended from time to time, or any provision of state, local or foreign tax law, and the Member shall not be liable for any consequences to any previously admitted or subsequently admitted members resulting from him making or failing to make any such elections. All decisions and other matters concerning the computation of items of income, gain, loss, deduction and credit of the Company, and accounting procedures not specifically and expressly provided for by the terms of this Agreement, shall be determined by the Member. The Member shall prepare or cause to be prepared all tax returns required to be prepared by or on behalf of the Company.

[*The remainder of this page intentionally left blank.*]

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date written first above.

SOLE MEMBER:

INDEPENDENCE CONTRACT DRILLING, INC.

By: _____
Name: [•]
Title: [•]

SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF INDEPENDENCE CONTRACT DRILLING, INC.

Independence Contract Drilling, Inc. (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware (the "DGCL"), does hereby certify as follows:

1. The name of the Corporation is Independence Contract Drilling, Inc. The date of the filing of the original Certificate of Incorporation of the Corporation (the "Original Certificate") with the Secretary of State of the State of Delaware was November 4, 2011.

2. An Amended and Restated Certificate of Incorporation, which amended and restated the Original Certificate in its entirety, was filed with the Secretary of State of the State of Delaware on December 15, 2011 (as amended from time to time, the "First A&R Certificate").

3. An Amended and Restated Certificate of Incorporation, which amended and restated the First A&R Certificate in its entirety, was filed with the Secretary of State of the State of Delaware on August 8, 2014, as subsequently amended by the Certificate of Amendment, dated as of October 1, 2018, as further amended by the Certificate of Amendment, dated as of March 11, 2020 and as further amended by the Certificate of Amendment, dated as of June 8, 2022 (the "Existing Certificate").

4. This Second Amended and Restated Certificate of Incorporation (this "Restated Certificate"), which restates, integrates and further amends the Existing Certificate, has been duly adopted in accordance with Sections 242, 245 and 303 of the DGCL, and pursuant to the authority granted to the Corporation under Section 303 of the DGCL and the *Debtors' Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* (the "Plan of Reorganization"), as confirmed by that certain order of the United States Bankruptcy Court for the Southern District of Texas, Houston Division entered on January [•], 2025, in *In re: Independence Contract Drilling, Inc.*, *et al.*, Case No. 24-90612, under Chapter 11 of the United States Bankruptcy Code (11 U.S.C., Sections 101-1330), as amended (the "Bankruptcy Code").

5. The text of the certificate of incorporation of the Corporation, as heretofore amended, is hereby amended and restated by this Restated Certificate to be read in its entirety as set forth in EXHIBIT A attached hereto.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, Independence Contract Drilling, Inc. has caused this Restated Certificate to be signed by a duly authorized officer of the Corporation, on [•], 2025.

Independence Contract Drilling,
a Delaware corporation

By: _____
Name: [•]
Title: [•]

EXHIBIT A

ARTICLE I

The name of the corporation is Independence Contract Drilling, Inc. (the "Corporation").

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name of the registered agent of the Corporation at such address is The Corporation Trust Company.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL") as it now exists or may hereafter be amended and supplemented.

ARTICLE IV

The Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares of capital stock which the Corporation shall have authority to issue is [•]. The total number of shares of Common Stock that the Corporation is authorized to issue is [•], having a par value of $0.01 per share, and the total number of shares of Preferred Stock that the Corporation is authorized to issue is [•], having a par value of $0.01 per share.

ARTICLE V

The designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation are as follows:

A. COMMON STOCK.

1. General. The voting, dividend, liquidation and other rights and powers of the Common Stock are subject to and qualified by the rights, powers and preferences of any series of Preferred Stock as may be designated by the Board of Directors of the Corporation (the "Board of Directors") and outstanding from time to time.

2. Voting. Except as otherwise provided herein or expressly required by law, each holder of Common Stock, as such, shall be entitled to vote on each matter submitted to a vote of stockholders and shall be entitled to one (1) vote for each share of Common Stock held of record by such holder as of the record date for determining stockholders entitled to vote on such matter. Except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Restated Certificate (including any Certificate of Designation (as defined below)) that relates solely to the rights, powers, preferences (or the qualifications, limitations or restrictions thereof) or other terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the

holders of one or more other such series, to vote thereon pursuant to this Restated Certificate (including any Certificate of Designation) or pursuant to the DGCL.

Subject to the rights of any holders of any outstanding series of Preferred Stock, the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the DGCL.

3. Dividends. Subject to applicable law and the rights and preferences of any holders of any outstanding series of Preferred Stock, the holders of Common Stock, as such, shall be entitled to the payment of dividends on the Common Stock when, as and if declared by the Board of Directors in accordance with applicable law.

4. Liquidation. Subject to the rights and preferences of any holders of any shares of any outstanding series of Preferred Stock, in the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the funds and assets of the Corporation that may be legally distributed to the Corporation's stockholders shall be distributed among the holders of the then outstanding Common Stock pro rata in accordance with the number of shares of Common Stock held by each such holder.

B. PREFERRED STOCK

Shares of Preferred Stock may be issued from time to time in one or more series, each of such series to have such terms as stated or expressed herein and in the resolution or resolutions providing for the creation and issuance of such series adopted by the Board of Directors as hereinafter provided.

Authority is hereby expressly granted to the Board of Directors from time to time to issue the Preferred Stock in one or more series, and in connection with the creation of any such series, by adopting a resolution or resolutions providing for the issuance of the shares thereof and by filing a certificate of designation relating thereto in accordance with the DGCL (a "Certificate of Designation"), to determine and fix the number of shares of such series and such voting powers, full or limited, or no voting powers, and such designations, preferences and relative participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including without limitation thereof, dividend rights, conversion rights, redemption privileges and liquidation preferences, and to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any series as shall be stated and expressed in such resolutions, all to the fullest extent now or hereafter permitted by the DGCL. Without limiting the generality of the foregoing, the resolution or resolutions providing for the creation and issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to any other series of Preferred Stock to the extent permitted by law and this Restated Certificate (including any Certificate of Designation). Except as otherwise required by law, holders of any series of Preferred Stock shall be entitled only to such voting rights, if any, as shall expressly be granted thereto by this Restated Certificate (including any Certificate of Designation).

The number of authorized shares of Preferred Stock may be increased or decreased (but

not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the DGCL.

ARTICLE VI

For the management of the business and for the conduct of the affairs of the Corporation it is further provided that:

A. Except as otherwise expressly provided by the DGCL or this Restated Certificate, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed exclusively by one or more resolutions adopted from time to time by the Board of Directors.

B. Subject to the special rights of the holders of one or more outstanding series of Preferred Stock to elect directors, the Board of Directors or any individual director may be removed from office at any time, but only for cause and only by the affirmative vote of the holders of at least two-thirds of the voting power of all of the then outstanding shares of voting stock of the Corporation entitled to vote at an election of directors.

C. Subject to the special rights of the holders of one or more outstanding series of Preferred Stock to elect directors, except as otherwise provided by law, any vacancies on the Board of Directors resulting from death, resignation, disqualification, retirement, removal or other causes and any newly created directorships resulting from any increase in the number of directors shall be filled exclusively by the affirmative vote of a majority of the directors then in office, even though less than a quorum, or by a sole remaining director (other than any directors elected by the separate vote of one or more outstanding series of Preferred Stock), and shall not be filled by the stockholders. Any director appointed in accordance with the preceding sentence shall hold office until the expiration of the term of the class to which such director shall have been appointed or until his or her earlier death, resignation, retirement, disqualification or removal.

D. Whenever the holders of any one or more series of Preferred Stock issued by the Corporation shall have the right, voting separately as a series or separately as a class with one or more such other series, to elect directors at an annual or special meeting of stockholders, the election, term of office, removal and other features of such directorships shall be governed by the terms of this Certificate of Incorporation (including any Certificate of Designation). Notwithstanding anything to the contrary in this Article VI, the number of directors that may be elected by the holders of any such series of Preferred Stock shall be in addition to the number fixed pursuant to paragraph A of this Article VI, and the total number of directors constituting the whole Board of Directors shall be automatically adjusted accordingly. Except as otherwise provided in the Certificate of Designation(s) in respect of one or more series of Preferred Stock, whenever the holders of any series of Preferred Stock having such right to elect additional directors are divested of such right pursuant to the provisions of such Certificate of Designation(s), the terms of office of all such additional directors elected by the holders of such series of Preferred Stock, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such additional directors, shall forthwith terminate (in which case each such director thereupon shall

cease to be qualified as, and shall cease to be, a director) and the total authorized number of directors of the Corporation shall automatically be reduced accordingly.

F. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, amend or repeal Bylaws of the Corporation. In addition to any vote of the holders of any class or series of stock of the Corporation required by applicable law or by this Certificate of Incorporation (including any Certificate of Designation in respect of one or more series of Preferred Stock) or the Bylaws of the Corporation, the adoption, amendment or repeal of the Bylaws of the Corporation by the stockholders of the Corporation shall require the affirmative vote of the holders of at least two-thirds of the voting power of all of the then outstanding shares of voting stock of the Corporation entitled to vote generally in an election of directors.

G. The directors of the Corporation need not be elected by written ballot unless the Bylaws so provide.

ARTICLE VII

A. Unless otherwise provided in this Restated Certificate, any action required to be taken at any annual or special meeting of stockholders of the Corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation in accordance with the applicable provisions of the DGCL.

B. Subject to the special rights of the holders of one or more series of Preferred Stock, special meetings of stockholders of the Corporation may be called, for any purpose or purposes, at any time only by or at the direction of the Board of Directors and shall not be called by any other person or persons.

C. Advance notice of stockholder nominations for the election of directors and of other business proposed to be brought by stockholders before any meeting of stockholders of the Corporation shall be given in the manner provided in the Bylaws of the Corporation.

ARTICLE VIII

No director or officer of the Corporation shall have any personal liability to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director or officer, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or hereafter may be amended. Any amendment, repeal or modification of this Article VIII, or the adoption of any provision of the Restated Certificate inconsistent with this Article VIII, shall not adversely affect any right or protection of a director or officer of the Corporation with respect to any act or omission occurring prior to such amendment, repeal, modification or adoption. If the DGCL is amended after approval by the stockholders of this Article VIII to authorize corporate action further eliminating or limiting the personal liability of

directors or officers, then the liability of a director or officer of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL as so amended.

ARTICLE IX

The Corporation shall have the power to provide rights to indemnification and advancement of expenses to its current and former officers, directors, employees and agents and to any person who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise.

ARTICLE X

Unless the Corporation consents in writing to the selection of an alternative forum, (a) the Court of Chancery (the "Chancery Court") of the State of Delaware (or, in the event that the Chancery Court does not have jurisdiction, the federal district court for the District of Delaware or other state courts of the State of Delaware) shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action, suit or proceeding brought on behalf of the Corporation, (ii) any action, suit or proceeding asserting a claim of breach of a fiduciary duty owed by any director, officer or stockholder of the Corporation to the Corporation or to the Corporation's stockholders, (iii) any action, suit or proceeding arising pursuant to any provision of the DGCL or the bylaws of the Corporation or this Restated Certificate (as either may be amended from time to time) or (iv) any action, suit or proceeding asserting a claim against the Corporation governed by the internal affairs doctrine; and (b) subject to the preceding provisions of this Article X, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause or causes of action arising under the Securities Act of 1933, as amended, including all causes of action asserted against any defendant to such complaint. If any action the subject matter of which is within the scope of clause (a) of the immediately preceding sentence is filed in a court other than the courts in the State of Delaware (a "Foreign Action") in the name of any stockholder, such stockholder shall be deemed to have consented to (x) the personal jurisdiction of the state and federal courts in the State of Delaware in connection with any action brought in any such court to enforce the provisions of clause (a) of the immediately preceding sentence and (y) having service of process made upon such stockholder in any such action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

Any person or entity purchasing or otherwise acquiring any interest in any security of the Corporation shall be deemed to have notice of and consented to this Article X. This Article X is intended to benefit and may be enforced by the Corporation, its officers and directors, the underwriters to any offering giving rise to such complaint, and any other professional or entity whose profession gives authority to a statement made by that person or entity and who has prepared or certified any part of the documents underlying the offering. Notwithstanding the foregoing, the provisions of this Article X shall not apply to suits brought to enforce any liability or duty created by the Securities Exchange Act of 1934, as amended, or any other claim for which the federal courts of the United States have exclusive jurisdiction.

If any provision or provisions of this Article X shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever, (a) the validity, legality

and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article X (including, without limitation, each portion of any paragraph of this Article X containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (b) the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

ARTICLE XI

The Corporation shall not be governed by or subject to Section 203 of the DGCL.

ARTICLE XII

A. Notwithstanding anything contained in this Restated Certificate to the contrary, in addition to any vote required by applicable law, the following provisions in this Restated Certificate may be amended, altered, repealed or rescinded, in whole or in part, or any provision inconsistent therewith or herewith may be adopted, only by the affirmative vote of the holders of at least 66 2/3% of the total voting power of all the then outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class: Part B of Article V, Article VI, Article VII, Article VIII, Article IX, Article X, Article XI and this Article XII.

B. If any provision or provisions of this Restated Certificate shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (i) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Restated Certificate (including, without limitation, each portion of any paragraph of this Restated Certificate containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not, to the fullest extent permitted by applicable law, in any way be affected or impaired thereby and (ii) to the fullest extent permitted by applicable law, the provisions of this Restated Certificate (including, without limitation, each such portion of any paragraph of this Restated Certificate containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent permitted by law.

ARTICLE XIII

The Corporation shall not issue any non-voting equity securities to the extent prohibited by Section 1123(a)(6) of the Bankruptcy Code as in effect on the effective date of the Plan of Reorganization; *provided* that the foregoing restriction (a) shall have such force and effect only for so long as Section 1123 of the Bankruptcy Code is in effect and applicable to the Corporation, (b) shall not have any further force or effect beyond that required under Section 1123(a)(6), and (c) may be amended or eliminated in accordance with applicable law as from time to time may be in effect.

* * * * *

Fourth Amended and Restated Bylaws

of

Independence Contract Drilling, Inc.

(a Delaware corporation)

as of [•], 2025

Table of Contents

Page

Article I - Corporate Offices 1

1.1 Registered Office 1
1.2 Other Offices 1

Article II - Meetings of Stockholders 1

2.1 Place of Meetings 1
2.2 Annual Meeting 1
2.3 Special Meeting 1
2.4 Notice of Stockholders' Meetings 2
2.5 Quorum 2
2.6 Adjourned Meeting; Notice 2
2.7 Conduct of Business 2
2.8 Voting 3
2.9 Record Date for Stockholder Meetings and Other Purposes 3
2.10 Proxies 4
2.11 List of Stockholders Entitled to Vote 4
2.12 Inspectors of Election 4
2.13 Delivery to the Corporation. 5
2.14 Written Consent of Stockholders Without a Meeting. 5

Article III - Directors 6

3.1 Powers 6
3.2 Number of Directors 6
3.3 Election, Qualification and Term of Office of Directors 6
3.4 Resignation and Vacancies 6
3.5 Place of Meetings; Meetings by Telephone 6
3.6 Regular Meetings 7
3.7 Special Meetings; Notice 7
3.8 Quorum 7
3.9 Board Action without a Meeting 8
3.10 Fees and Compensation of Directors 8

Article IV - Committees 8

4.1 Committees of Directors 8
4.2 Committee Minutes 8
4.3 Meetings and Actions of Committees 8
4.4 Subcommittees. 9

Article V - Officers 9

5.1 Officers 9
5.2 Appointment of Officers 9
5.3 Subordinate Officers 9
5.4 Removal and Resignation of Officers 10
5.5 Vacancies in Offices 10

TABLE OF CONTENTS
(continued)

Page

5.6 Representation of Shares of Other Corporations 10
5.7 Authority and Duties of Officers 10
5.8 Compensation. 10

Article VI - Records 10

Article VII - General Matters 11

7.1 Execution of Corporate Contracts and Instruments 11
7.2 Stock Certificates 11
7.3 Special Designation of Certificates 11
7.4 Lost Certificates 12
7.5 Shares Without Certificates 12
7.6 Construction; Definitions 12
7.7 Dividends 12
7.8 Fiscal Year 12
7.9 Seal 13
7.10 Transfer of Stock 13
7.11 Stock Transfer Agreements 13
7.12 Registered Stockholders 13
7.13 Waiver of Notice 13

Article VIII - Notice 14

8.1 Delivery of Notice; Notice by Electronic Transmission 14

Article IX - Indemnification 15

9.1 Indemnification of Directors and Officers 15
9.2 Indemnification of Others 15
9.3 Prepayment of Expenses 15
9.4 Determination; Claim 15
9.5 Non-Exclusivity of Rights 16
9.6 Insurance 16
9.7 Other Indemnification 16
9.8 Continuation of Indemnification 16
9.9 Amendment or Repeal; Interpretation 16

Article X - Amendments 17

Article XI - Definitions 17

Fourth Amended and Restated Bylaws
of
Independence Contract Drilling, Inc.

Article I - Corporate Offices

1.1 Registered Office.

The address of the registered office of Independence Contract Drilling, Inc. (the "Corporation") in the State of Delaware, and the name of its registered agent at such address, shall be as set forth in the Corporation's certificate of incorporation, as the same may be amended and/or restated from time to time (the "Certificate of Incorporation").

1.2 Other Offices.

The Corporation may have additional offices at any place or places, within or outside the State of Delaware, as the Corporation's board of directors (the "Board") may from time to time establish or as the business of the Corporation may require.

Article II - Meetings of Stockholders

2.1 Place of Meetings.

Meetings of stockholders shall be held at any place within or outside the State of Delaware, designated by the Board. The Board may, in its sole discretion, determine that a meeting of stockholders shall not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 211(a)(2) of the General Corporation Law of the State of Delaware (the "DGCL"). In the absence of any such designation or determination, stockholders' meetings shall be held at the Corporation's principal executive office.

2.2 Annual Meeting.

The Board shall designate the date and time of the annual meeting of stockholders. At the annual meeting of stockholders, directors shall be elected and other proper business properly brought before the meeting in accordance with these bylaws may be transacted. The Board may postpone, reschedule or cancel any previously scheduled annual meeting of stockholders.

2.3 Special Meeting.

Special meetings of stockholders may be called only by such persons and only in such manner as set forth in the Certificate of Incorporation.

No business may be transacted at any special meeting of stockholders other than the business specified in the notice of such meeting. The Board may postpone, reschedule or cancel any previously scheduled special meeting of stockholders.

2.4 Notice of Stockholders' Meetings.

Unless otherwise provided by law, the Certificate of Incorporation or these bylaws, the notice of any meeting of stockholders shall be sent or otherwise given in accordance with Section 8.1 of these bylaws not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. The notice shall specify the place, if any, date and time of the meeting, the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting of stockholders, the purpose or purposes for which such meeting is called.

2.5 Quorum.

Unless otherwise provided by law, the Certificate of Incorporation or these bylaws, the holders of a majority in voting power of the stock issued and outstanding and entitled to vote, present in person, or by remote communication, if applicable, or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of stockholders. A quorum, once established at a meeting, shall not be broken by the withdrawal of enough votes to leave less than a quorum. If, however, a quorum is not present or represented at any meeting of stockholders, then either (i) the person presiding over the meeting or (ii) a majority in voting power of the stockholders entitled to vote at the meeting, present in person, or by remote communication, if applicable, or represented by proxy, shall have power to recess the meeting or adjourn the meeting from time to time in the manner provided in Section 2.9 of these bylaws until a quorum is present or represented. At any recessed or adjourned meeting at which a quorum is present or represented, any business may be transacted that might have been transacted at the meeting as originally noticed.

2.6 Adjourned Meeting; Notice.

When a meeting is adjourned to another time or place, unless these bylaws otherwise require, notice need not be given of the adjourned meeting if the time, place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken or are provided in any other manner permitted by the DGCL. At any adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such meeting as of the record date so fixed for notice of such adjourned meeting.

2.7 Conduct of Business.

The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the person presiding over the meeting. The Board may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board, the person presiding over any meeting of stockholders shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures (which need not be in writing) and to do all such acts as, in the judgment of such presiding person, are

appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the person presiding over the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present (including, without limitation, rules and procedures for removal of disruptive persons from the meeting); (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the person presiding over the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. The presiding person at any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting (including, without limitation, determinations with respect to the administration and/or interpretation of any of the rules, regulations or procedures of the meeting, whether adopted by the Board or prescribed by the person presiding over the meeting), shall, if the facts warrant, determine and declare to the meeting that a matter of business was not properly brought before the meeting and if such presiding person should so determine, such presiding person shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board or the person presiding over the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

2.8 Voting.

Except as may be otherwise provided in the Certificate of Incorporation, these bylaws or the DGCL, each stockholder shall be entitled to one (1) vote for each share of capital stock held by such stockholder.

Except as otherwise provided by the Certificate of Incorporation, at all duly called or convened meetings of stockholders at which a quorum is present, for the election of directors, a plurality of the votes cast shall be sufficient to elect a director. Except as otherwise provided by the Certificate of Incorporation, these bylaws, [the rules or regulations of any stock exchange applicable to the Corporation,] or applicable law or pursuant to any regulation applicable to the Corporation or its securities, each other matter presented to the stockholders at a duly called or convened meeting at which a quorum is present shall be decided by the affirmative vote of the holders of a majority in voting power of the votes cast (excluding abstentions and broker non-votes) on such matter.

2.9 Record Date for Stockholder Meetings and Other Purposes.

In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall, unless otherwise required by law, not be more than sixty (60) days nor less than ten (10) days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the close of business on the next day preceding the day on which notice is first given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting; and in such case shall

also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment or any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of capital stock, or for the purposes of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

2.10 Proxies.

Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy authorized by an instrument in writing or by a transmission permitted by law, including Rule 14a-19 promulgated under the Securities Exchange Act of 1934, as amended, filed in accordance with the procedure established for the meeting, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Section 212 of the DGCL. A proxy may be in the form of an electronic transmission which sets forth or is submitted with information from which it can be determined that the transmission was authorized by the stockholder.

2.11 List of Stockholders Entitled to Vote.

The Corporation shall prepare, no later than the tenth day before each meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting (provided, however, that if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. The Corporation shall not be required to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of ten (10) days ending on the day before the meeting date: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the Corporation's principal executive office. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. Such list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 2.14 or to vote in person or by proxy at any meeting of stockholders.

2.12 Inspectors of Election.

Before any meeting of stockholders, the Corporation shall appoint an inspector or inspectors of election to act at the meeting or its adjournment and make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If any person appointed as

inspector or any alternate fails to appear or fails or refuses to act, then the person presiding over the meeting shall appoint a person to fill that vacancy.

Such inspectors shall:

(i) determine the number of shares outstanding and the voting power of each, the number of shares represented at the meeting and the validity of any proxies and ballots;

(ii) count all votes or ballots;

(iii) count and tabulate all votes;

(iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspector(s); and

(v) certify its or their determination of the number of shares represented at the meeting and its or their count of all votes and ballots.

Each inspector, before entering upon the discharge of the duties of inspector, shall take and sign an oath faithfully to execute the duties of inspection with strict impartiality and according to the best of such inspector's ability. Any report or certificate made by the inspectors of election is prima facie evidence of the facts stated therein. The inspectors of election may appoint such persons to assist them in performing their duties as they determine.

2.13 Delivery to the Corporation.

Whenever this Article II requires one or more persons (including a record or beneficial owner of stock) to deliver a document or information to the Corporation or any officer, employee or agent thereof (including any notice, request, questionnaire, revocation, representation or other document or agreement), such document or information shall be in writing exclusively (and not in an electronic transmission) and shall be delivered exclusively by hand (including, without limitation, overnight courier service) or by certified or registered mail, return receipt requested, and the Corporation shall not be required to accept delivery of any document not in such written form or so delivered. For the avoidance of doubt, the Corporation expressly opts out of Section 116 of the DGCL with respect to the delivery of information and documents to the Corporation required by this Article II.

2.14 Written Consent of Stockholders Without a Meeting.

Any action required or permitted to be taken by the stockholders of the Corporation at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, by consent in writing of such stockholders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book or books in which meetings of stockholders are recorded; *provided*, *however*, that delivery made to the

Corporation's registered office in the State of Delaware shall be by hand or by certified or registered mail, return receipt requested.

Article III - Directors

3.1 Powers.

Except as otherwise provided by the Certificate of Incorporation or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of the Board.

3.2 Number of Directors.

Subject to the Certificate of Incorporation, the total number of directors constituting the Board shall be determined from time to time by resolution of the Board. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

3.3 Election, Qualification and Term of Office of Directors.

Except as provided in Section 3.4 of these bylaws, and subject to the Certificate of Incorporation, each director, including a director elected to fill a vacancy or newly created directorship, shall hold office until the expiration of the term of the class, if any, for which elected and until such director's successor is elected and qualified or until such director's earlier death, resignation, disqualification or removal. Directors need not be stockholders. The Certificate of Incorporation or these bylaws may prescribe qualifications for directors.

3.4 Resignation and Vacancies.

Any director may resign at any time upon notice given in writing or by electronic transmission to the Corporation. The resignation shall take effect at the time specified therein or upon the happening of an event specified therein, and if no time or event is specified, at the time of its receipt. When one or more directors so resigns and the resignation is effective at a future date or upon the happening of an event to occur on a future date, a majority of the directors then in office, subject to the Certificate of Incorporation, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in Section 3.3.

Unless otherwise provided in the Certificate of Incorporation or these bylaws, vacancies resulting from the death, resignation, disqualification or removal of any director, and newly created directorships resulting from any increase in the authorized number of directors shall be filled only by a majority of the directors then in office, although less than a quorum, or by a sole remaining director.

3.5 Place of Meetings; Meetings by Telephone.

The Board may hold meetings, both regular and special, either within or outside the State of Delaware.

Unless otherwise restricted by the Certificate of Incorporation or these bylaws, members of the Board, or any committee designated by the Board, may participate in a meeting of the Board, or any committee, by means of conference telephone or other communications equipment by means of which all persons participating

in the meeting can hear each other, and such participation in a meeting pursuant to this bylaw shall constitute presence in person at the meeting.

3.6 Regular Meetings.

Regular meetings of the Board may be held within or outside the State of Delaware and at such time and at such place as which has been designated by the Board and publicized among all directors, either orally or in writing, by telephone, including a voice-messaging system or other system designed to record and communicate messages, facsimile, telegraph or telex, or by electronic mail or other means of electronic transmission. No further notice shall be required for regular meetings of the Board.

3.7 Special Meetings; Notice.

Special meetings of the Board for any purpose or purposes may be called at any time by the chairperson of the Board, the Chief Executive Officer, the President, the Secretary or a majority of the total number of directors constituting the Board.

Notice of the time and place of special meetings shall be:

(i) delivered personally by hand, by courier or by telephone;

(ii) sent by United States first-class mail, postage prepaid;

(iii) sent by facsimile or electronic mail; or

(iv) sent by other means of electronic transmission,

directed to each director at that director's address, telephone number, facsimile number or electronic mail address, or other address for electronic transmission, as the case may be, as shown on the Corporation's records.

If the notice is (i) delivered personally by hand, by courier or by telephone, (ii) sent by facsimile or electronic mail, or (iii) sent by other means of electronic transmission, it shall be delivered or sent at least twenty-four (24) hours before the time of the holding of the meeting. If the notice is sent by U.S. mail, it shall be deposited in the U.S. mail at least four (4) days before the time of the holding of the meeting. The notice need not specify the place of the meeting (if the meeting is to be held at the Corporation's principal executive office) nor the purpose of the meeting.

3.8 Quorum.

At all meetings of the Board, unless otherwise provided by the Certificate of Incorporation, a majority of the total number of directors shall constitute a quorum for the transaction of business. The vote of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board, except as may be otherwise specifically provided by statute, the Certificate of Incorporation or these bylaws. If a quorum is not present at any meeting of the Board, then the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

3.9 Board Action without a Meeting.

Unless otherwise restricted by the Certificate of Incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of the proceedings of the Board, or the committee thereof, in the same paper or electronic form as the minutes are maintained. Such action by written consent or consent by electronic transmission shall have the same force and effect as a unanimous vote of the Board.

3.10 Fees and Compensation of Directors.

Unless otherwise restricted by the Certificate of Incorporation or these bylaws, the Board shall have the authority to fix the compensation, including fees and reimbursement of expenses, of directors for services to the Corporation in any capacity.

Article IV - Committees

4.1 Committees of Directors.

The Board may designate one (1) or more committees, each committee to consist, of one (1) or more of the directors of the Corporation. The Board may designate one (1) or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board or in these bylaws, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers that may require it; but no such committee shall have the power or authority to (i) approve or adopt, or recommend to the stockholders, any action or matter expressly required by the DGCL to be submitted to stockholders for approval, or (ii) adopt, amend or repeal any bylaw of the Corporation.

4.2 Committee Minutes.

Each committee shall keep regular minutes of its meetings and report the same to the Board when required.

4.3 Meetings and Actions of Committees.

Meetings and actions of committees shall be governed by, and held and taken in accordance with, the provisions of:

(i) Section 3.5 (place of meetings; meetings by telephone);

(ii) Section 3.6 (regular meetings);

(iii) Section 3.7 (special meetings; notice);

(iv) Section 3.9 (board action without a meeting); and

(v) Section 7.13 (waiver of notice),

with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the Board and its members. *However*:

(i) the time of regular meetings of committees may be determined either by resolution of the Board or by resolution of the committee;

(ii) special meetings of committees may also be called by resolution of the Board or the chairperson of the applicable committee; and

(iii) the Board may adopt rules for the governance of any committee to override the provisions that would otherwise apply to the committee pursuant to this Section 4.3, *provided* that such rules do not violate the provisions of the Certificate of Incorporation or applicable law.

4.4 Subcommittees.

Unless otherwise provided in the Certificate of Incorporation, these bylaws or the resolutions of the Board designating the committee, a committee may create one (1) or more subcommittees, each subcommittee to consist of one (1) or more members of the committee, and delegate to a subcommittee any or all of the powers and authority of the committee.

Article V - Officers

5.1 Officers.

The officers of the Corporation shall be a President and a Secretary. The Corporation may also have, at the discretion of the Board, an executive Chairperson, a Chief Executive Officer, one or more Vice Presidents, a Chief Financial Officer, a General Counsel, a Treasurer, one or more Assistant Treasurers, one or more Assistant Secretaries, and any such other officers as may be appointed in accordance with the provisions of the bylaws. Any number of offices may be held by the same person.

5.2 Appointment of Officers.

The Board shall appoint the officers of the Corporation, except such officers as may be appointed in accordance with the provisions of Section 5.3 of these bylaws.

5.3 Subordinate Officers.

The Board may appoint, or empower the Chief Executive Officer or, in the absence of a Chief Executive Officer, the President, to appoint, such other officers and agents as the business of the Corporation may require. Each of such officers and agents shall hold office for such period, have such authority, and perform such duties as are provided in these bylaws or as the Board may from time to time determine.

5.4 Removal and Resignation of Officers.

Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by the Board or, except in the case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board.

Any officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in the notice of resignation, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party.

5.5 Vacancies in Offices.

Any vacancy occurring in any office of the Corporation shall be filled by the Board or as provided in Section 5.2.

5.6 Representation of Shares of Other Corporations.

The chairperson of the Board, the Chief Executive Officer, or the President of this Corporation, or any other person authorized by the Board, the Chief Executive Officer or the President, is authorized to vote, represent and exercise on behalf of this Corporation all rights incident to any and all shares or voting securities of any other corporation or other person standing in the name of this Corporation. The authority granted herein may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by such person having the authority.

5.7 Authority and Duties of Officers.

All officers of the Corporation shall respectively have such authority and perform such duties in the management of the business of the Corporation as may be provided herein or designated from time to time by the Board and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board.

5.8 Compensation.

The compensation of the officers of the Corporation for their services as such shall be fixed from time to time by or at the direction of the Board. An officer of the Corporation shall not be prevented from receiving compensation by reason of the fact that he or she is also a director of the Corporation.

Article VI - Records

A stock ledger consisting of one or more records in which the names of all of the Corporation's stockholders of record, the address and number of shares registered in the name of each such stockholder, and all issuances and transfers of stock of the corporation are recorded in accordance with Section 224 of the DGCL shall be administered by or on behalf of the Corporation. Any records administered by or on behalf of the Corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or by means of, or be in the form of, any information storage device, or method, or one or more

electronic networks or databases (including one or more distributed electronic networks or databases), *provided* that the records so kept can be converted into clearly legible paper form within a reasonable time and, with respect to the stock ledger, that the records so kept (i) can be used to prepare the list of stockholders specified in Sections 219 and 220 of the DGCL, (ii) record the information specified in Sections 156, 159, 217(a) and 218 of the DGCL, and (iii) record transfers of stock as governed by Article 8 of the Uniform Commercial Code as adopted in the State of Delaware.

Article VII - General Matters

7.1 Execution of Corporate Contracts and Instruments.

The Board, except as otherwise provided in these bylaws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation; such authority may be general or confined to specific instances.

7.2 Stock Certificates.

The shares of the Corporation shall be represented by certificates, *provided* that the Board by resolution may provide that some or all of the shares of any class or series of stock of the Corporation shall be uncertificated. Certificates for the shares of stock, if any, shall be in such form as is consistent with the Certificate of Incorporation and applicable law. Every holder of stock represented by a certificate shall be entitled to have a certificate signed by, or in the name of the Corporation by, any two officers authorized to sign stock certificates representing the number of shares registered in certificate form. [The chairperson or vice chairperson of the Board, Chief Executive Officer, the President, Vice President, the Treasurer, any Assistant Treasurer, the Secretary or any Assistant Secretary of the Corporation] shall be specifically authorized to sign stock certificates. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

The Corporation may issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor. Upon the face or back of each stock certificate issued to represent any such partly paid shares, or upon the books and records of the Corporation in the case of uncertificated partly paid shares, the total amount of the consideration to be paid therefor and the amount paid thereon shall be stated. Upon the declaration of any dividend on fully paid shares, the Corporation shall declare a dividend upon partly paid shares of the same class, but only upon the basis of the percentage of the consideration actually paid thereon.

7.3 Special Designation of Certificates.

If the Corporation is authorized to issue more than one class of stock or more than one series of any class, then the powers, the designations, the preferences and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or on the back of the certificate that the Corporation shall issue to represent such class or series of stock (or, in the case of uncertificated shares, set forth in a notice provided pursuant to Section 151 of the DGCL); provided, however, that except as otherwise provided in Section 202 of the DGCL, in lieu of the foregoing requirements, there may be set forth on the face

of back of the certificate that the Corporation shall issue to represent such class or series of stock (or, in the case of any uncertificated shares, included in the aforementioned notice) a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, the designations, the preferences and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

7.4 Lost Certificates.

Except as provided in this Section 7.4, no new certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the Corporation and cancelled at the same time. The Corporation may issue a new certificate of stock or uncertificated shares in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

7.5 Shares Without Certificates

The Corporation may adopt a system of issuance, recordation and transfer of its shares of stock by electronic or other means not involving the issuance of certificates, provided the use of such system by the Corporation is permitted in accordance with applicable law.

7.6 Construction; Definitions.

Unless the context requires otherwise, the general provisions, rules of construction and definitions in the DGCL shall govern the construction of these bylaws. Without limiting the generality of this provision, the singular number includes the plural and the plural number includes the singular.

7.7 Dividends.

The Board, subject to any restrictions contained in either (i) the DGCL or (ii) the Certificate of Incorporation, may declare and pay dividends upon the shares of its capital stock. Dividends may be paid in cash, in property or in shares of the Corporation's capital stock.

The Board may set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve. Such purposes shall include but not be limited to equalizing dividends, repairing or maintaining any property of the Corporation, and meeting contingencies.

7.8 Fiscal Year.

The fiscal year of the Corporation shall be fixed by resolution of the Board and may be changed by the Board.

7.9 Seal.

The Corporation may adopt a corporate seal, which shall be adopted and which may be altered by the Board. The Corporation may use the corporate seal by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

7.10 Transfer of Stock.

Shares of the Corporation shall be transferable in the manner prescribed by law and in these bylaws. Shares of stock of the Corporation shall be transferred on the books of the Corporation only by the holder of record thereof or by such holder's attorney duly authorized in writing, upon surrender to the Corporation of the certificate or certificates representing such shares endorsed by the appropriate person or persons (or by delivery of duly executed instructions with respect to uncertificated shares), with such evidence of the authenticity of such endorsement or execution, transfer, authorization and other matters as the Corporation may reasonably require, and accompanied by all necessary stock transfer stamps. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing the names of the persons from and to whom it was transferred.

7.11 Stock Transfer Agreements.

The Corporation shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes or series of stock of the Corporation to restrict the transfer of shares of stock of the Corporation of any one or more classes owned by such stockholders in any manner not prohibited by the DGCL.

7.12 Registered Stockholders.

The Corporation:

(i) shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and to vote as such owner; and

(ii) shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of another person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

7.13 Waiver of Notice.

Whenever notice is required to be given under any provision of the DGCL, the Certificate of Incorporation or these bylaws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in any written waiver of notice or any waiver by electronic transmission unless so required by the Certificate of Incorporation or these bylaws.

Article VIII - Notice

8.1 Delivery of Notice; Notice by Electronic Transmission.

Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Corporation under any provisions of the DGCL, the Certificate of Incorporation, or these bylaws may be given in writing directed to the stockholder's mailing address (or by electronic transmission directed to the stockholder's electronic mail address, as applicable) as it appears on the records of the Corporation and shall be given (1) if mailed, when the notice is deposited in the U.S. mail, postage prepaid, (2) if delivered by courier service, the earlier of when the notice is received or left at such stockholder's address or (3) if given by electronic mail, when directed to such stockholder's electronic mail address unless the stockholder has notified the Corporation in writing or by electronic transmission of an objection to receiving notice by electronic mail. A notice by electronic mail must include a prominent legend that the communication is an important notice regarding the Corporation.

Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Corporation under any provision of the DGCL, the Certificate of Incorporation or these bylaws shall be effective if given by a form of electronic transmission consented to by the stockholder to whom the notice is given. Any such consent shall be revocable by the stockholder by written notice or electronic transmission to the Corporation. Notwithstanding the provisions of this paragraph, the Corporation may give a notice by electronic mail in accordance with the first paragraph of this section without obtaining the consent required by this paragraph.

Any notice given pursuant to the preceding paragraph shall be deemed given:

(i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice;

(ii) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and

(iii) if by any other form of electronic transmission, when directed to the stockholder.

Notwithstanding the foregoing, a notice may not be given by an electronic transmission from and after the time that (1) the Corporation is unable to deliver by such electronic transmission two (2) consecutive notices given by the Corporation and (2) such inability becomes known to the Secretary or an Assistant Secretary of the Corporation or to the transfer agent, or other person responsible for the giving of notice, provided, however, the inadvertent failure to discover such inability shall not invalidate any meeting or other action.

An affidavit of the Secretary or an Assistant Secretary or of the transfer agent or other agent of the Corporation that the notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

Article IX - Indemnification

9.1 Indemnification of Directors and Officers.

The Corporation shall indemnify and hold harmless, to the fullest extent permitted by the DGCL as it presently exists or may hereafter be amended, any director or officer of the Corporation who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding") by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or, while serving as a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership (a "covered person"), joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees, judgments, fines ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred by such person in connection with any such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 9.4, the Corporation shall be required to indemnify a person in connection with a Proceeding initiated by such person only if the Proceeding was authorized in the specific case by the Board.

9.2 Indemnification of Others.

The Corporation shall have the power to indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any employee or agent of the Corporation who was or is made or is threatened to be made a party or is otherwise involved in any Proceeding by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was an employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses reasonably incurred by such person in connection with any such Proceeding.

9.3 Prepayment of Expenses.

The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) incurred by any covered person, and may pay the expenses incurred by any employee or agent of the Corporation, in defending any Proceeding in advance of its final disposition; provided, however, that such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the person to repay all amounts advanced if it should be ultimately determined that the person is not entitled to be indemnified under this Article IX or otherwise.

9.4 Determination; Claim.

If a claim for indemnification (following the final disposition of such Proceeding) under this Article IX is not paid in full within sixty (60) days, or a claim for advancement of expenses under this Article IX is not paid in full within thirty (30) days, after a written claim therefor has been received by the Corporation the claimant may thereafter (but not before) file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim to the fullest extent permitted by law. In any such action the Corporation shall have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under applicable law.

9.5 Non-Exclusivity of Rights.

The rights conferred on any person by this Article IX shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, these bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

9.6 Insurance.

The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust enterprise or non-profit entity against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of the DGCL.

9.7 Other Indemnification.

The Corporation's obligation, if any, to indemnify or advance expenses to any person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or non-profit entity shall be reduced by any amount such person may collect as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, enterprise or non-profit enterprise.

9.8 Continuation of Indemnification.

The rights to indemnification and to prepayment of expenses provided by, or granted pursuant to, this Article IX shall continue notwithstanding that the person has ceased to be a director or officer of the Corporation and shall inure to the benefit of the estate, heirs, executors, administrators, legatees and distributees of such person.

9.9 Amendment or Repeal; Interpretation.

The provisions of this Article IX shall constitute a contract between the Corporation, on the one hand, and, on the other hand, each individual who serves or has served as a director or officer of the Corporation (whether before or after the adoption of these bylaws), in consideration of such person's performance of such services, and pursuant to this Article IX the Corporation intends to be legally bound to each such current or former director or officer of the Corporation. With respect to current and former directors and officers of the Corporation, the rights conferred under this Article IX are present contractual rights and such rights are fully vested, and shall be deemed to have vested fully, immediately upon adoption of theses bylaws. With respect to any directors or officers of the Corporation who commence service following adoption of these bylaws, the rights conferred under this provision shall be present contractual rights and such rights shall fully vest, and be deemed to have vested fully, immediately upon such director or officer commencing service as a director or officer of the Corporation. Any repeal or modification of the foregoing provisions of this Article IX shall not adversely affect any right or protection (i) hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification or (ii) under any agreement providing for indemnification or advancement of expenses to an officer or director of the Corporation in effect prior to the time of such repeal or modification.

Any reference to an officer of the Corporation in this Article IX shall be deemed to refer exclusively to the Chief Executive Officer, President, and Secretary, or other officer of the Corporation appointed by (x) the Board pursuant to Article V of these bylaws or (y) an officer to whom the Board has delegated the power to appoint officers pursuant to Article V of these bylaws, and any reference to an officer of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be deemed to refer exclusively to an officer appointed by the board of directors (or equivalent governing body) of such other entity pursuant to the certificate of incorporation and bylaws (or equivalent organizational documents) of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. The fact that any person who is or was an employee of the Corporation or an employee of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise has been given or has used the title of "Vice President" or any other title that could be construed to suggest or imply that such person is or may be an officer of the Corporation or of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall not result in such person being constituted as, or being deemed to be, an officer of the Corporation or of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise for purposes of this Article IX.

Article X - Amendments

The Board is expressly empowered to adopt, amend or repeal the bylaws of the Corporation. The stockholders also shall have power to adopt, amend or repeal the bylaws of the Corporation; provided, however, that such action by stockholders shall require, in addition to any other vote required by the Certificate of Incorporation or applicable law, the affirmative vote of the holders of at least two-thirds of the voting power of all the then-outstanding shares of voting stock of the Corporation with the power to vote generally in an election of directors, voting together as a single class.

Article XI - Definitions

As used in these bylaws, unless the context otherwise requires, the following terms shall have the following meanings:

An "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, including the use of, or participation in, one or more electronic networks or databases (including one or more distributed electronic networks or databases), that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

An "electronic mail" means an electronic transmission directed to a unique electronic mail address (which electronic mail shall be deemed to include any files attached thereto and any information hyperlinked to a website if such electronic mail includes the contact information of an officer or agent of the Corporation who is available to assist with accessing such files and information).

An "electronic mail address" means a destination, commonly expressed as a string of characters, consisting of a unique user name or mailbox (commonly referred to as the "local part" of the address) and a reference to an internet domain (commonly referred to as the "domain part" of the address), whether or not displayed, to which electronic mail can be sent or delivered.

The term "person" means any individual, general partnership, limited partnership, limited liability company, corporation, trust, business trust, joint stock company, joint venture, unincorporated association, cooperative or association or any other legal entity or organization of whatever nature, and shall include any successor (by merger or otherwise) of such entity.

Exhibit B

Identification of New Board

Certain documents, or portions thereof, contained in this **Exhibit B** and the Plan Supplement remain subject to continued review by the Debtors and interested parties with respect thereto. The respective rights of the Debtor are expressly reserved, subject to the terms and conditions set forth in the Plan, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.[1]

[*Remainder of page intentionally left blank*]

[1] Capitalized terms used herein shall have the meaning ascribed to them in the *Debtors' Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 15] (as may be amended, supplemented, or modified from time to time, the "Plan").

Identification of the New Board

As of the Effective Date, the term of the current members of the board of directors of ICD shall expire, and the members for the initial term of the New Board shall be appointed. As of the date of this Plan Supplement, the Debtors expect the New Board to include the following three (3) directors:

- **Christopher Sayer**. Since 2013, Mr. Sayer has worked at Glendon Capital Management, L.P., an investment management firm, where he has been a partner since 2018. Prior to joining Glendon, Mr. Sayer was at Barclays Asset Management Group, where he last served as a Vice President with responsibility for sourcing, analyzing and realizing distressed opportunities. Mr. Sayer earned a Bachelor of Science from the Marshall School of Business at the University of Southern California.

- **Christopher M. Gleysteen**. Mr. Gleysteen is currently a Managing Director at BDT & MSD Partners, a merchant bank with an advisory and investment platform built to serve the distinct needs of business owners and strategic, long-term investors. He joined the firm in 2015. From 2013 to 2014, Mr. Gleysteen was an investment analyst at Merchants' Gate Capital LP. Prior to that, Mr. Gleysteen spent four years as an oil services equity research analyst at Simmons & Company International. Mr. Gleysteen received his M.B.A. from The McCombs School of Business of the University of Texas and a B.A. in Government from Harvard University. Mr. Gleysteen currently serves as a director of Vista Proppants & Logistics.

- **J. Anthony Gallegos, Jr**. Since October 2018, Mr. Gallegos has served as ICD's President and Chief Executive Officer, as well as director. Prior to his current role, Mr. Gallegos served as President and Chief Executive Officer of Sidewinder Drilling Company. Mr. Gallegos joined Sidewinder upon its founding as Senior Vice President & CFO, a position he held until November 2014 when he was promoted to President & Chief Financial Officer with overall responsibility for the profitability and operating performance of the Company. He was promoted to President and CEO in September 2017. From April 2006 through September 2010, Mr. Gallegos held the position of Vice President Business Development of Scorpion Offshore. Scorpion Offshore was an international offshore drilling contractor with operations across the globe which was acquired by Seadrill in 2010. Prior to joining Scorpion Offshore, he held operational, marketing, corporate planning and management positions with Atwood Oceanics, Transocean and Ensco. Mr. Gallegos started his career working as a roughneck on offshore drilling rigs in the U.S. Gulf of Mexico. Mr. Gallegos is a member of the Society of Petroleum Engineers and the International Association of Drilling Contractors. He is a veteran of the U.S. Army and holds a B.B.A. from Texas A&M University and a Master of Business Administration from Rice University.

Exhibit C

Schedule of Retained Causes of Action

Certain documents, or portions thereof, contained in this **Exhibit C** and the Plan Supplement remain subject to continued review by the Debtors and interested parties with respect thereto. The respective rights of the Debtor are expressly reserved, subject to the terms and conditions set forth in the Plan, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.[1]

[*Remainder of page intentionally left blank*]

[1] Capitalized terms used herein shall have the meaning ascribed to them in the *Debtors' Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 15] (as may be amended, supplemented, or modified from time to time, the "Plan").

Schedule of Retained Causes of Action

Article V.S of the Plan provides as follows:

In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article IX hereof, each Reorganized Debtor, as applicable, shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action of the Debtors, whether arising before or after the Petition Date, including any actions specifically enumerated in the Retained Causes of Action Schedule, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than (i) the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in this Plan, including in Article IX hereof, and (ii) any preference actions under section 547(b) of the Bankruptcy Code, which shall be deemed released and waived by the Debtors and the Reorganized Debtors as of the Effective Date.

The Reorganized Debtors may pursue such retained Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Entity (other than the Released Parties) may rely on the absence of a specific reference in this Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action of the Debtors against it. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in this Plan, including Article IX hereof. Unless otherwise agreed upon in writing by the parties to the applicable Cause of Action, all objections to the Retained Causes of Action Schedule must be Filed with the Bankruptcy Court on or before thirty (30) days after the Effective Date. Any such objection that is not timely Filed shall be disallowed and forever barred, estopped, and enjoined from assertion against any Reorganized Debtor, without the need for any objection or responsive pleading by the Reorganized Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court.** The Reorganized Debtors may settle any such objection without any further notice to or action, order, or approval of the Bankruptcy Court. If there is any dispute regarding the inclusion of any Cause of Action on the Retained Causes of Action Schedule that remains unresolved by the Debtors or Reorganized Debtors, as applicable, and the objection party for thirty (30) days, such objection shall be resolved by the Bankruptcy Court. Unless any Causes of Action of the Debtors against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in this Plan (including in Article IX hereof) or a Final Order, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial,

equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

The Reorganized Debtors reserve and shall retain such Causes of Action of the Debtors notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to this Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the Reorganized Debtors, except as otherwise expressly provided in this Plan, including Article IX hereof. The applicable Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, File, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

Notwithstanding and without limiting the generality of Article IV.S of the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action, including the following types of claims:

1. Claims Related to Insurance Policies

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, this Plan Supplement, or any amendments thereto, including, without limitation, Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters. Without limiting the generality of the foregoing, the Debtors expressly reserve all Causes of Action against the Entities identified in **Schedule [C(i)]** attached hereto.

2. Claims Related to Taxing Authorities

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all tax obligations to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, including, without limitation, against or related to all Entities that owe or that may in the future owe money related to tax refunds to the Debtors or the Reorganized Debtors, regardless of whether such Entity is specifically identified herein. Without limiting the generality of the foregoing, the Debtors expressly reserve all Causes of Action against the Entities identified in **Schedule C(ii)** attached hereto.

3. Claims Related to Contracts

Unless otherwise specifically released pursuant to the Plan, the Debtors and Reorganized Debtors, as applicable, expressly reserve all Causes of Actions based in whole or in part upon any and all contracts and leases to which any Debtor is a party or pursuant to which any Debtor has any rights whatsoever, including, without limitation, all Executory Contracts and Unexpired Leases that are assumed pursuant to the Plan or were previously assumed by the Debtors. The Causes of Actions reserved include, without limitation, Causes of Action against vendors, suppliers of goods or services, customers, or any other parties: (a) for overpayments, back charges, duplicate payments, improper holdbacks, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) for breach of contract, wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves, or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor, or other party; (e) for any liens, including mechanic's, artisan's, materialmen's, possessory, or statutory liens held by any one or more of the Debtors; (f) for counterclaims and defenses related to any contractual obligations; (g) for any turnover actions arising under section 542 or 543 of the Bankruptcy Code; and (h) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims. Without limiting the generality of the foregoing, the Debtors expressly reserve all Causes of Action against the Persons and Entities identified in **Schedule C(iii)** attached hereto.

4. Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to all Persons and Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal or judicial or non-judicial, regardless of whether such Person or Entity is specifically identified in the Plan, this Plan Supplement, or any amendments thereto. Without limiting the generality of the foregoing, the Debtors expressly reserve all Causes of Action against the Persons and Entities identified in **Schedule [C(iv)]** attached hereto.

5. Claims Related to Accounts Receivable and Accounts Payable

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to all Entities that owe or that may in the future owe money to the Debtors or Reorganized Debtors, regardless of whether such Person or Entity is expressly identified in the Plan, this Plan Supplement, or any amendments thereto. Furthermore, the Debtors expressly reserve all Causes of Action against or related to all Persons and Entities who assert or may assert that the Debtors or Reorganized Debtors, as applicable, owe money to them. The Claims and Causes of Action reserved include Causes of Action against vendors, suppliers of goods and services, or any other parties: (a) for overpayments, back charges, duplicate payments, improper

holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor or other party; (e) for any liens, including mechanics', artisans', materialmens', possessory or statutory liens held by any one or more of the Debtors; (f) arising out of environmental or contaminant exposure matters against landlords, lessors, environmental consultants, environmental agencies or suppliers of environmental services or goods; (g) for counter-claims and defenses related to any contractual obligations; (h) for any turnover actions arising under section 542 or 543 of the Bankruptcy Code; and (i) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property or any business tort claims.

6. Claims Related to Deposits, Adequate Assurance, and Other Collateral Postings

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all postings of a security deposits, adequate assurance payment, or any other type of deposit, prepayment, or collateral, regardless of whether such posting of security deposit, adequate assurance payment, or any other type of deposit, prepayment or collateral is specifically identified herein.[2] Without limiting the generality of the foregoing, the Debtors expressly reserve all Causes of Action against the Persons and Entities identified in **Schedule [C(v)]** attached hereto.

7. Claims Related to Liens

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all liens regardless of whether such lien is specifically identified herein.

[2] For the avoidance of doubt, the Debtors reserve all rights with respect to any deposit provided in accordance with the *Order (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Companies From Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors' Proposed Procedures for Resolving Additional Assurance Requests, and (IV) Granting Related Relief* [Docket No. 51] or otherwise provided as "adequate assurance of payment" (as that term is used by Section 366 of the Bankruptcy Code).

Schedule C(i)

Claims Related to Insurance Policies

Schedule C(i)
Claims Related to Insurance Policies

Name of Counterparty	Nature
AIG CLAIMS, INC.	Claims Related to Insurance Policies
ALESCO	Claims Related to Insurance Policies
ALESCO RISK MANAGEMENT SERVICES	Claims Related to Insurance Policies
ALESCO RISK MANAGEMENT SERVICES LIMITED	Claims Related to Insurance Policies
ALLIANT INSURANCE SERVICES	Claims Related to Insurance Policies
ALLIANT INSURANCE SERVICES HOUSTON LLC	Claims Related to Insurance Policies
ALLIANT INSURANCE SERVICES, INC.	Claims Related to Insurance Policies
ARCH INDEMNITY INSURANCE COMPANY	Claims Related to Insurance Policies
ARCH INSURANCE COMPANY	Claims Related to Insurance Policies
ARCH INSURANCE GROUP INC.	Claims Related to Insurance Policies
AXA XL - PROFESSIONAL INSURANCE	Claims Related to Insurance Policies
AXIS SPECIALTY LIMITED	Claims Related to Insurance Policies
BEAZLEY INSURANCE COMPANY, INC.	Claims Related to Insurance Policies
BERKLEY OFFSHORE UNDERWRITING MANAGERS ON BEHALF OF STARNET INSURANCE COMPANY	Claims Related to Insurance Policies

Schedule C(i)
Claims Related to Insurance Policies

Name of Counterparty	Nature
CHUBB BERMUDA INSURANCE LTD	Claims Related to Insurance Policies
COALITION INSURANCE SOLUTIONS, INC.	Claims Related to Insurance Policies
COBBS ALLEN CAPITAL LLC DBA CAC SPECIALTY	Claims Related to Insurance Policies
CONSORTIUM 9029	Claims Related to Insurance Policies
EMERALD BAY SPECIALTY INSURANCE COMPANY	Claims Related to Insurance Policies
ENDURANCE AMERICAN INSURANCE COMPANY	Claims Related to Insurance Policies
GREAT AMERICAN INSURANCE CO.	Claims Related to Insurance Policies
HDI GLOBAL SPECIALTY SE	Claims Related to Insurance Policies
HOUSTON CASUALTY COMPANY (UK BRANCH)	Claims Related to Insurance Policies
HUDSON EXCESS INSURANCE COMPANY	Claims Related to Insurance Policies
ILLINOIS NATIONAL INSURANCE COMPANY	Claims Related to Insurance Policies
IGI/INTERNATIONAL GENERAL INSURANCE COMPANY	Claims Related to Insurance Policies

Schedule C(i)
Claims Related to Insurance Policies

Name of Counterparty	Nature
LAKE FOREST BANK TRUST DBA FIRST INSURANCE FUNDING	Claims Related to Insurance Policies
LIBERTY MUTUAL FIRE INSURANCE CO.	Claims Related to Insurance Policies
LLOYD'S OF LONDON	Claims Related to Insurance Policies
LLOYD'S OF LONDON SYNDICATE NO. 1183 (TAL)	Claims Related to Insurance Policies
LLOYD'S OF LONDON SYNDICATE NO. 1200 (WSM)	Claims Related to Insurance Policies
LLOYD'S OF LONDON SYNDICATE NO. 1221 (HIG)	Claims Related to Insurance Policies
LLOYD'S OF LONDON SYNDICATE NO. 1225 (AES)	Claims Related to Insurance Policies
LLOYD'S OF LONDON SYNDICATE NO. 1618 (KII)	Claims Related to Insurance Policies
LLOYD'S OF LONDON SYNDICATE NO. 1856 (IQUW)	Claims Related to Insurance Policies
LLOYD'S OF LONDON SYNDICATE NO. 1969 (APL)	Claims Related to Insurance Policies
LLOYD'S OF LONDON SYNDICATE NO. 2001 (AML)	Claims Related to Insurance Policies

Schedule C(i)
Claims Related to Insurance Policies

Name of Counterparty	Nature
LLOYD'S OF LONDON SYNDICATE NO. 2623 (AFB)	Claims Related to Insurance Policies
LLOYD'S OF LONDON SYNDICATE NO. 2987 (BRT)	Claims Related to Insurance Policies
LLOYD'S OF LONDON SYNDICATE NO. 2988 (BRT)	Claims Related to Insurance Policies
LLOYD'S OF LONDON SYNDICATE NO. 3000 (MLK)	Claims Related to Insurance Policies
LLOYD'S OF LONDON SYNDICATE NO. 4000 (HAM)	Claims Related to Insurance Policies
LLOYD'S OF LONDON SYNDICATE NO. 4141 (HCC)	Claims Related to Insurance Policies
LLOYD'S OF LONDON SYNDICATE NO. 435 (FDY)	Claims Related to Insurance Policies
LLOYD'S OF LONDON SYNDICATE NO. 457 (MRS)	Claims Related to Insurance Policies
LLOYD'S OF LONDON SYNDICATE NO. 4711 (ASP)	Claims Related to Insurance Policies
LLOYD'S OF LONDON SYNDICATE NO. 623 (AFB)	Claims Related to Insurance Policies
LLOYD'S SYNDICATE 4711 (ASP)	Claims Related to Insurance Policies

Schedule C(i)
Claims Related to Insurance Policies

Name of Counterparty	Nature
LLOYD'S SYNDICATE 1618	Claims Related to Insurance Policies
LLOYD'S SYNDICATE 1880	Claims Related to Insurance Policies
LLOYD'S SYNDICATE 1955	Claims Related to Insurance Policies
LLOYD'S SYNDICATE 2012	Claims Related to Insurance Policies
LLOYD'S SYNDICATE 510	Claims Related to Insurance Policies
MARSH USA INC (HOUSTON, TX)	Claims Related to Insurance Policies
MCGRIFF INSURANCE SERVICES, LLC	Claims Related to Insurance Policies
NATIONAL UNION FIRE INSURANCE COMPANY	Claims Related to Insurance Policies
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	Claims Related to Insurance Policies
NORTH AMERICAN ELITE INSURANCE COMPANY	Claims Related to Insurance Policies
OCIL SPECIALTY LTD	Claims Related to Insurance Policies
RYAN SPECIALTY INTERNATIONAL LIMITED	Claims Related to Insurance Policies

Schedule C(i)
Claims Related to Insurance Policies

Name of Counterparty	Nature
STARR SURPLUS LINES INSURANCE COMPANY	Claims Related to Insurance Policies
STARR INDEMNITY & LIABILITY COMPANY	Claims Related to Insurance Policies
SOMPO INTERNATIONAL	Claims Related to Insurance Policies
THE MARINE INSURANCE COMPANY LIMITED (RSA)	Claims Related to Insurance Policies
TOKIO MARINE KILN	Claims Related to Insurance Policies
TOKIO MARINE HCC D&O GROUP	Claims Related to Insurance Policies
US SPECIALTY INSURANCE COMPANY	Claims Related to Insurance Policies
US SPECIAL INSURANCE CO	Claims Related to Insurance Policies
WESCO INSURANCE CO.	Claims Related to Insurance Policies
WESTCHESTER FIRE INSURANCE COMPANY	Claims Related to Insurance Policies
XL PROFESSIONAL INSURANCE	Claims Related to Insurance Policies
XL SPECIAL INSURANCE CO.	Claims Related to Insurance Policies

Schedule C(i)
Claims Related to Insurance Policies

Name of Counterparty	Nature
XL SPECIALTY INSURANCE COMPANY	Claims Related to Insurance Policies
ZURICH INSURANCE PLC	Claims Related to Insurance Policies

Schedule C(ii)

Claims Related to Taxing Authorities

Schedule C(ii)
Claims Related to Taxing Authorities

Name of Counterparty	Nature
ANDREWS ISD TAX OFFICE	Claims Related to Taxing Authorities
ANGELINA CO TAX OFFICE - BILLIE PAGE TAX ASSESSOR	Claims Related to Taxing Authorities
BOSSIER PARISH - JULIAN C WHITTINGTON TAX ASSESSOR	Claims Related to Taxing Authorities
BURLESON COUNTY TAX OFFICE	Claims Related to Taxing Authorities
CADDO PARISH SHERRIFS OFFICE TAX DEPARTMENT	Claims Related to Taxing Authorities
CT CORPORATION	Claims Related to Taxing Authorities
CYPRESS-FAIRBANKS ISD DAVID PIWONKA TAX ASSESSOR	Claims Related to Taxing Authorities
DEBBIE MOLINA - CITY OF JOURDANTON TAX ASSESSOR	Claims Related to Taxing Authorities
ECTOR COUNTY APPRAISAL DISTRICT	Claims Related to Taxing Authorities
EDDY COUNTY TREASURER	Claims Related to Taxing Authorities
FT WORTH ISD - RON WRIGHT TAX ASSESSOR-COLLECTOR	Claims Related to Taxing Authorities
HARRIS COUNTY MUD 286 - MIKE ARTERBUM TAX ASSESSOR	Claims Related to Taxing Authorities
HARRIS COUNTY TAX ASSESSOR - ANN HARRIS BENNETT	Claims Related to Taxing Authorities
HOWARD CO TAX OFFICE TIFFANY SAYLES TAX ASSESSOR	Claims Related to Taxing Authorities
KLEIN ISD - DEBORAH H WEHNER TAX ASSESSOR COLLECTOR	Claims Related to Taxing Authorities
KRISTEEN ROE BRAZOS COUNTY TAX ASSESSOR COLLECTOR	Claims Related to Taxing Authorities

Schedule C(ii)
Claims Related to Taxing Authorities

Name of Counterparty	Nature
LEA COUNTY TREASURER	Claims Related to Taxing Authorities
LORETTA HOLLEY - ATASCOSA COUNTY TAX OFFICE	Claims Related to Taxing Authorities
LOUISIANA BOARD OF TAX APPEALS	Claims Related to Taxing Authorities
LOUISIANA DEPARTMENT OF REVENUE	Claims Related to Taxing Authorities
LOVING COUNTY TAX OFFICE	Claims Related to Taxing Authorities
MARTIN COUNTY TAX ASSESSOR COLLECTOR - KATHY HULL	Claims Related to Taxing Authorities
MIDLAND CENTRAL APPRAISAL DISTRICT	Claims Related to Taxing Authorities
NATCHITOCHES TAX COMMISSION	Claims Related to Taxing Authorities
NEW MEXICO TAXATION AND REVENUE DEPT	Claims Related to Taxing Authorities
NORTH DAKOTA - OFFICE OF STATE TAX COMMISSIONER	Claims Related to Taxing Authorities
OHIO DEPARTMENT OF TAXATION	Claims Related to Taxing Authorities
OKLAHOMA TAX COMMISSION	Claims Related to Taxing Authorities
PARISH OF DESOTO	Claims Related to Taxing Authorities
PECOS COUNTY TAX OFFICE - SANTA S ACOSTA	Claims Related to Taxing Authorities
REAGAN COUNTY TAX OFFICE	Claims Related to Taxing Authorities
RED RIVER PARISH - GLEN EDWARDS TAX ASSESSOR COLL	Claims Related to Taxing Authorities

Schedule C(ii)
Claims Related to Taxing Authorities

Name of Counterparty	Nature
SABINE PARISH SALES & USE TAX COMMISSION	Claims Related to Taxing Authorities
SHELDON ISD TAX OFFICE	Claims Related to Taxing Authorities
SPRING BRANCH ISD - TAX ASSESSOR COLLECTOR	Claims Related to Taxing Authorities
STATE OF DELAWARE	Claims Related to Taxing Authorities
THE TEXAS STATE COMPTROLLER	Claims Related to Taxing Authorities
TOMBALL ISD TAX OFFICE - KEN E ANDREWS & CO	Claims Related to Taxing Authorities
UTAH STATE TAX COMMISSION	Claims Related to Taxing Authorities
WARD COUNTY - VICKI HEFLIN TAX ASSESSOR COLLECTOR	Claims Related to Taxing Authorities
WEBSTER PARISH ASSESSOR	Claims Related to Taxing Authorities
WILSON COUNTY TAX OFFICE DAWN POLASEK BARNETT	Claims Related to Taxing Authorities

Schedule C(iii)

Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
1ST FRANKLIN FINANCIAL	Claims Related to Contracts
2 KREW INC aka 2 KREW SECURITY & SURVEILLANCE	Claims Related to Contracts
304 HOTEL OPERATING LLC dba MCM GRANDE FUNDOME	Claims Related to Contracts
4 D GLOBAL ENERGY ADVISORS	Claims Related to Contracts
46 ENERGY SERVICES LLC	Claims Related to Contracts
4722 LLC dba B & M TOOL COMPANY	Claims Related to Contracts
5205 LTD PARTNERSHIP dba HOUSTON COMMUNICATION	Claims Related to Contracts
74 OILFIELD PRODUCTS & SERVICE LLC	Claims Related to Contracts
741 SOLUTIONS LLC	Claims Related to Contracts
A & A GENPRO INC	Claims Related to Contracts
A & A LANDSCAPE AND MAINTENANCE OF ND LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
A SAY INC dba SAY COMMUNICATIONS LLC	Claims Related to Contracts
A&P FENCE CONSTRUCTION LLC	Claims Related to Contracts
A-1 ROCKET ENERGY SERVICES LLC	Claims Related to Contracts
A-1 WHEEL INC	Claims Related to Contracts
A4 OILFIELD SERVICES LLC	Claims Related to Contracts
A-7 AUSTIN LTD dba AUSTIN HOSE	Claims Related to Contracts
AARON WHITE dba A W VIPER TECH SERVICES LLC	Claims Related to Contracts
ABBOT TRANSPORTATION INC	Claims Related to Contracts
ABILENE DIAGNOSTIC CLINIC PLLC dba OCCMEDTX ADC	Claims Related to Contracts
ACADIANA AIR COMPRESSOR SYSTEMS INC	Claims Related to Contracts
ACCESS INFORMATION INTERMEDIATE HOLDINGS I LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
ACCOUNTING PRINCIPALS INC dba PARKER LYNCH CONSULT	Claims Related to Contracts
ACE & COMPANY INC dba STRAN TECHNOLOGIES	Claims Related to Contracts
ACE TOOL INC	Claims Related to Contracts
ACE TUBULAR SERVICES LLC	Claims Related to Contracts
ACTION SPECIALTIES LLC	Claims Related to Contracts
ADALBERTO PEREZ RAMIREZ dba ADALS WELDING	Claims Related to Contracts
ADAM PIEKARSKI	Claims Related to Contracts
A-DEPENDABLE DRUG TESTING LLC	Claims Related to Contracts
ADMIRALTY MARINE & STRUCTURAL ENG INC dba AMASE	Claims Related to Contracts
ADOBE INC	Claims Related to Contracts
ADP INC (LFL)	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
ADP SCREENING & SELECTION SERVICES INC	Claims Related to Contracts
ADT SECURITY SERVICES INC	Claims Related to Contracts
ADVANCED CONTROL SYSTEMS LLC	Claims Related to Contracts
ADVANCED MAT SYSTEMS INC	Claims Related to Contracts
ADVANCED OVERHEAD CRANE SERVICES INC	Claims Related to Contracts
ADVANCED RUPTURE DISK TECHNOLOGY INC	Claims Related to Contracts
ADVANTECH CORPORATION	Claims Related to Contracts
AEP TEXAS INC dba OHIO POWER COMPANY	Claims Related to Contracts
AETNA INC	Claims Related to Contracts
AFCO CREDIT CORPORATION	Claims Related to Contracts
AGILITY EQUIPMENT SERVICES LLC dba AGILITY RENTALS	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
AGUSTIN ARVIZU PAITA	Claims Related to Contracts
AGUSTINE MIRANDA VARGAS dba VARGAS RIG WELDING	Claims Related to Contracts
AHERN RENTALS INC	Claims Related to Contracts
AIRGAS INC dba AIRGAS USA LLC	Claims Related to Contracts
AJS DRILLING RIG SUPPLIES INC	Claims Related to Contracts
ALBERS HEAVY HAUL LLC	Claims Related to Contracts
ALBERTA CORPORATION dba ROSS AUSER DESIGN INC	Claims Related to Contracts
ALDINE ISD	Claims Related to Contracts
ALERUS FINANCIAL NA - FREIGHT QUOTE	Claims Related to Contracts
ALEX SALINAS dba PCE CONSULTING SERVICES LLC	Claims Related to Contracts
ALFA LAVAL INC.	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
ALL AMERICAN COLLISION CENTER OF MIDLAND	Claims Related to Contracts
ALLENDORPH SPECIALTIES INC	Claims Related to Contracts
ALLIANCE ADVISORS LLC	Claims Related to Contracts
ALLIANT INSURANCE SERVICES INC	Claims Related to Contracts
ALLISON INC dba ALLISON CRANE & RIGGING LLC	Claims Related to Contracts
ALLSTATE TERMITE & PEST	Claims Related to Contracts
ALMA TRACTOR & EQUIPMENT INC	Claims Related to Contracts
ALSOURCE	Claims Related to Contracts
ALVAREZ & MARSAL NORTH AMERICA LLC	Claims Related to Contracts
ALVAREZ & MARSAL TAX, LLC	Claims Related to Contracts
AMC URGENT CARE PLUS LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
AMERCABLE INCORPORATED dba NEXANS AMERCABLE	Claims Related to Contracts
AMERICAN BLOCK COMPANY	Claims Related to Contracts
AMERICAN BULL SERVICES LLC	Claims Related to Contracts
AMERICAN ENTERPRISES LLC	Claims Related to Contracts
AMERICAN MEDICAL GROUP INC	Claims Related to Contracts
AMERICAN PIPING PRODUCTS INC	Claims Related to Contracts
AMERICAN SALES AND SERVICE INC	Claims Related to Contracts
AMERICAN SOCIETY FOR TESTING & MATERIALS dba ASTM	Claims Related to Contracts
AMERIGAS PROPANE LP	Claims Related to Contracts
AMERIMEX MOTOR & CONTROLS INC	Claims Related to Contracts
ANDCO TRUCKING, LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
ANDREWS ISD TAX OFFICE	Claims Related to Contracts
ANDREWS KURTH LLP	Claims Related to Contracts
ANGELINA CO TAX OFFICE – BILLIE PAGE TAX ASSESSOR	Claims Related to Contracts
ANGLEN CRANE INC	Claims Related to Contracts
ANYTIME SERVICES LLC	Claims Related to Contracts
AOI INTERNATIONAL INC	Claims Related to Contracts
AON RISK SERVICES SOUTHWEST INC	Claims Related to Contracts
APFS LLC dba ADDISON GROUP	Claims Related to Contracts
APOLLO LIGHTING SOLUTIONS INC	Claims Related to Contracts
APPALACHIAN DRILLING SERVICES INC	Claims Related to Contracts
APPLIED INDUSTRIAL TECHNOLOGIES INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
APT AMERICAN LLC	Claims Related to Contracts
ARCO MOBILE FIRE EXTINGUISHER SERVICE INC	Claims Related to Contracts
ARIBA INC	Claims Related to Contracts
ARKANSAS HOSPITALITY GROUP LLC	Claims Related to Contracts
ARKANSAS OCCUPATIONAL MEDICINE SERVICES PA	Claims Related to Contracts
ARKANSAS OKLAHOMA GAS CORP	Claims Related to Contracts
ARKANSAS SECRETARY OF STATE	Claims Related to Contracts
ARMSTRONG CONSTRUCTION OF MIDLAND, LLC	Claims Related to Contracts
A-ROCKET MOVING & STORAGE	Claims Related to Contracts
ARTHUR C BEST JR	Claims Related to Contracts
ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
ASCENDE WEALTH ADVISERS INC	Claims Related to Contracts
ASSOCIATED SUPPLY COMPANY INC dba ASCO	Claims Related to Contracts
AT&T	Claims Related to Contracts
AT&T CORP dba ACC BUSINESS	Claims Related to Contracts
AT&T MOBILITY	Claims Related to Contracts
ATCO STRUCTURES & LOGISTICS (USA) INC	Claims Related to Contracts
ATMOS ENERGY	Claims Related to Contracts
ATT TECHNOLOGY LTD dba ARNCO TECHNOLOGY TRUST LTD	Claims Related to Contracts
AULTMAN HOSPITAL dba AULTMAN OCCUPATIONAL HEALTH	Claims Related to Contracts
AVETTA LLC aka PICS AUDITING LLC	Claims Related to Contracts
AVID CONTROLS INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
AVTECH CAPITAL LLC	Claims Related to Contracts
AWC INC	Claims Related to Contracts
AXIA PARTNERS LP	Claims Related to Contracts
AXIOM MEDICAL CONSULTING LLC	Claims Related to Contracts
AXIS CONSTRUCTION SERVICES	Claims Related to Contracts
AXON PRESSURE PRODUCTS dba AXON ENERGY SERVICES	Claims Related to Contracts
AZKO NOBEL COATING INC dba INTERNATIONAL PAINT LLC	Claims Related to Contracts
ABSOQMATION, LLC	Claims Related to Contracts
ALCHEMIST ENERGY, LLC	Claims Related to Contracts
ANADARKO PETROLEUM CORPORATION	Claims Related to Contracts
ARES ENERGY, LTD	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
ALAS DRILLING, LLC	Claims Related to Contracts
AUGUSTA ENERGY RESOURCES, LLC	Claims Related to Contracts
AZUL RESOURCES, LLC	Claims Related to Contracts
BACKYARD ENERGY	Claims Related to Contracts
BANDIT TECHNOLOGIES, LLC	Claims Related to Contracts
BAYSWATER OPERATING COMPANY, LLC	Claims Related to Contracts
BC OPERATING INC	Claims Related to Contracts
BIRCH OPERATIONS, INC	Claims Related to Contracts
BHP BILLITON PETROLEUM	Claims Related to Contracts
BLACK DIAMOND DRILLING LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
BP AMERICA PRODUCTION COMPANY	Claims Related to Contracts
BPX OPERATING COMPANY	Claims Related to Contracts
BRILEY TRUCKING	Claims Related to Contracts
BREITBURN OPERATING LP	Claims Related to Contracts
BULL-DAWG ENERGY SERVICES LLC	Claims Related to Contracts
BRADY'S WELDING & MACHINE SHOP, INC	Claims Related to Contracts
BTA OIL PRODUCERS, LLC	Claims Related to Contracts
BUFFCO PRODUCTION, INC	Claims Related to Contracts
B&E RESOURCES, LLC	Claims Related to Contracts
B & E RESOURCES LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
B & J HEATING & AIR	Claims Related to Contracts
B LINE FILTER & SUPPLY INC	Claims Related to Contracts
B RILEY SECURITIES INC	Claims Related to Contracts
B&H INDUSTRIAL CORP dba CHAPARRAL BOLT & SUPPLY	Claims Related to Contracts
BAMBOOHR LLC	Claims Related to Contracts
BANK DIRECT CAPITAL FINANCE	Claims Related to Contracts
BANKCARD CENTER AMEGY BANK P-CARDS	Claims Related to Contracts
BARNHART BOLT & SPECIAL FASTENERS INC	Claims Related to Contracts
BARRONS PRINT SHOP	Claims Related to Contracts
BASIN COMPLIANCE INC	Claims Related to Contracts
BASIN ENVIRONMENTAL & SAFETY TECHNOLOGIES LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
BASSEC LLC	Claims Related to Contracts
BAUER MANUFACTURING LLC dba NEORIG	Claims Related to Contracts
BC ROUSTABOUT & OILFIELD SERVICES LLC	Claims Related to Contracts
BCBSTX	Claims Related to Contracts
BCS INSURANCE COMPANY	Claims Related to Contracts
BD HOLT CO dba HOLT TEXAS LTD dba HOLT CAT	Claims Related to Contracts
BDO USA LLP	Claims Related to Contracts
BEARD EQUIPMENT CO INC	Claims Related to Contracts
BEI SENSORS AND SYSTEMS	Claims Related to Contracts
BEIJER ELECTRONICS INC	Claims Related to Contracts
BELWAVE COMMUNICATIONS INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
BENNETT ON SITE SERVICES dba BOSS CRANE & RIGGING	Claims Related to Contracts
BEST LINE LEASING INC dba BEST LINE EQUIPMENT	Claims Related to Contracts
BIG D EQUIPMENT COMPANY LTD	Claims Related to Contracts
BISHOP LIFTING PRODUCTS INC	Claims Related to Contracts
BLACK DIAMOND OILFIELD RENTALS LLC	Claims Related to Contracts
BLACK SEA TECHNOLOGY INC	Claims Related to Contracts
BLACKHILL PARTNERS LLC	Claims Related to Contracts
EXPEDI INC.	Claims Related to Contracts
APPLIED US ENERGY INC dba RELIANCE IND	Claims Related to Contracts
GFH ENTERPRISES LLC	Claims Related to Contracts
INTEGRATED DRIVE SYSTEMS LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
LANDSTAR RANGER INC	Claims Related to Contracts
KUHR TRUCKING	Claims Related to Contracts
MAGNET TRUCKING LLC	Claims Related to Contracts
NATIONAL OILWELL VARCO LP	Claims Related to Contracts
NOV TUBOSCOPE	Claims Related to Contracts
ROGERS DOTY ENT LLC dba REDLINE	Claims Related to Contracts
SALS RELIABLE TRANS dba SRT SVCS	Claims Related to Contracts
TRI ELEMENT INC	Claims Related to Contracts
TRIPLE T OILFIELD HOTSHOT SERVICES	Claims Related to Contracts
YOVANNY P CORRALES dba CORRALES TRUCKING	Claims Related to Contracts
BLOHM & VOSS OIL TOOLS LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
BLOSO INVESTMENTS LIMITED	Claims Related to Contracts
BLUE KNIGHT SECURITY LLC	Claims Related to Contracts
BLUE STREAK TRANSPORTATION INC	Claims Related to Contracts
BLUMLING & GUSKY LLP	Claims Related to Contracts
BOB HERBERT & ASSOCIATES INC	Claims Related to Contracts
BOBBY JUSTICE JANITORIAL	Claims Related to Contracts
BOBBY LEHMANN INC	Claims Related to Contracts
BOBCAT CRANE LLC	Claims Related to Contracts
BONITRON INC	Claims Related to Contracts
BOP PRODUCTS LLC	Claims Related to Contracts
BOP RAM-BLOCK & IRON RENTALS INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
BOSS OILWELL PRODUCTS & MANUFACTURING INC	Claims Related to Contracts
BOSSIER PARISH - JULIAN C WHITTINGTON TAX ASSESSOR	Claims Related to Contracts
BOWRING MARSH (BERMUDA) LTD	Claims Related to Contracts
BOYARMILLER	Claims Related to Contracts
BRAATEN PLUMBING INC	Claims Related to Contracts
BRADLEY ARANT BOULT CUMMINGS LLP	Claims Related to Contracts
BRADYS WELDING & MACHINE SHOP INC	Claims Related to Contracts
BRANCE-KRACHY CO INC	Claims Related to Contracts
BRANCH BANKING & TRUST COMPANY	Claims Related to Contracts
BRANDON BERGLOF	Claims Related to Contracts
BREEN INDUSTRIAL PARK LLC OR ASSIGNS	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
BRIAN D RANKIN dba ALEXANDER PEST MANAGEMENT	Claims Related to Contracts
BRIDGES EQUIPMENT LTD	Claims Related to Contracts
BRIDGESTONE HOSEPOWER LLC	Claims Related to Contracts
BRILEY TRUCKING LTD	Claims Related to Contracts
BRINKERHOFF INSPECTION INC dba SMOB	Claims Related to Contracts
BRITT TRUCKING CO INC	Claims Related to Contracts
BROADLEAF GROUP	Claims Related to Contracts
BROADRIDGE ICS	Claims Related to Contracts
BRONCO MANUFACTURING LLC	Claims Related to Contracts
BROOKWOOD BAPTIST HEALTH - OCC MED	Claims Related to Contracts
BRUCE HUMPHRIES	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
BUILDING PRODUCTS PLUS	Claims Related to Contracts
BULLSEYE TELECOM	Claims Related to Contracts
BURLESON COUNTY TAX OFFICE	Claims Related to Contracts
BURNETT COMPANIES CONSOLIDATED INC dba BURNETT SPE	Claims Related to Contracts
BURSEY & ASSOCIATES PC	Claims Related to Contracts
BURTON CONTROLS INC	Claims Related to Contracts
BUTCH'S RAT HOLE & ANCHOR SERVICE INC	Claims Related to Contracts
BYRD OILFIELD SERVICES LLC	Claims Related to Contracts
CALLON PETROLEUM COMPANY	Claims Related to Contracts
CANADIAN GLOBAL MANUFACTURING LTD	Claims Related to Contracts
CARR RESOURCES, INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
CENTRA PARTNERS	Claims Related to Contracts
CERTARUS LTD	Claims Related to Contracts
CHESAPEAKE OPERATING, LLC	Claims Related to Contracts
CMB CONSULTING	Claims Related to Contracts
COASTAL PIPE USA, LLC	Claims Related to Contracts
COG OPERATING, LLC	Claims Related to Contracts
CUMMINS BUSINESS SERVICES	Claims Related to Contracts
CURTIS & SON VACUUM SERVICE, INC	Claims Related to Contracts
C6 OPERATING, LLC	Claims Related to Contracts
C & J PUMPS LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
C&M OILFIELD RENTALS LLC dba CMOR ENERGY SERVICES	Claims Related to Contracts
CABRERA INTERIOR DRYWALL	Claims Related to Contracts
CACTUS EQUIPMENT RENTAL LLC	Claims Related to Contracts
CACTUS SIGN CO INC	Claims Related to Contracts
CAD CONTROL SYSTEMS INC	Claims Related to Contracts
CADDO PARISH SHERIFFS OFFICE TAX DEPARTMENT	Claims Related to Contracts
CAGLE OILFIELD SERVICES INC	Claims Related to Contracts
CALLAN INDUSTRIAL HOLDINGS LLC dba HOTSY EQUIPMENT	Claims Related to Contracts
CALVETTI FERGUSON PC	Claims Related to Contracts
CAMERON INTERNATIONAL CORPORATION dba CAMERON	Claims Related to Contracts
CAMPTI-PLEASANT HILL TELEPHONE CO dba PELICAN BROA	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
CAM-TECH PRODUCTS INC	Claims Related to Contracts
CAN GLOBAL USA INC	Claims Related to Contracts
CANON SAFETY SERVICES LTD dba CANON SAFETY RHI GRP	Claims Related to Contracts
CANRIG DRILLING TECHNOLOGIES LTD	Claims Related to Contracts
CAP AIR FREIGHT dba CAP LOGISTICS	Claims Related to Contracts
CAPFLOW FUNDING GROUP MG aka RHI TECH SERVICES LLC	Claims Related to Contracts
CAPITAL ONE NA	Claims Related to Contracts
CAPITOL SERVICES INC	Claims Related to Contracts
CAPTRUST FINANCIAL PARTNERS	Claims Related to Contracts
CARESPOT OF ORLANDO dba HSI URGENT CARE LLC	Claims Related to Contracts
CARLA B COLSON dba SOUTHEASTERN DIAGNOSTICS LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
CAROLYN SINGER	Claims Related to Contracts
CAROSELLI BEACHLER & COLEMAN LLC	Claims Related to Contracts
CARR ENGINEERING INC	Claims Related to Contracts
CASEY EQUIPMENT LTD	Claims Related to Contracts
CASPER ELECTRIC CORP	Claims Related to Contracts
CATALYST FINANCE aka SUPAK OILFIELD SERVICE & WELD	Claims Related to Contracts
CATERPILLAR FINANCIAL SERVICES CORP	Claims Related to Contracts
C-AUTOMATION SERVICE LLC	Claims Related to Contracts
CAVOTEC USA INC	Claims Related to Contracts
CCH INCORPORATED aka WOLTERS KLUWER	Claims Related to Contracts
CCT SERVICES LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
CDBD INVESTMENTS LLC	Claims Related to Contracts
CEDAR TERRACE CONDO ASSOCIATION IV	Claims Related to Contracts
CENTERPOINT ENERGY	Claims Related to Contracts
CENTRAL APPRAISAL DISTRICT OF TAYLOR COUNTY	Claims Related to Contracts
CENTRAL IOWA HOSPITAL CORPORATION	Claims Related to Contracts
CEQUEL DATA CENTERS LP dba TIERPOINT LLC	Claims Related to Contracts
CERTEX USA INC	Claims Related to Contracts
CERTIFIED CRANE AND RIGGING SERVICES LLC	Claims Related to Contracts
CESSAC WORKSITE SERVICES, INC	Claims Related to Contracts
CHAMPIONS GOLF CLUB	Claims Related to Contracts
CHANNING GREEN	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
CHARLES SCHWAB TRUST BANK	Claims Related to Contracts
CHAS P YOUNG CO - RR DONNELLEY aka CPY	Claims Related to Contracts
CHASE WELDING SERVICES LLC	Claims Related to Contracts
CHASIDI JOHNSON AND PINKERTON LAW FIRM PLLC	Claims Related to Contracts
CHEMOIL CORPORATION dba CHEMOIL ENERGY SERVICES LL	Claims Related to Contracts
CHICKASHA MUD PUMP REPAIR CO & WELDING SERVICE	Claims Related to Contracts
CHIROPRACTIC PHYSICIANS CLINIC	Claims Related to Contracts
CHRIS BURNS WELDING LLC	Claims Related to Contracts
CHRIS MENEFEE	Claims Related to Contracts
CHRISTOPHER JAMES GROVES dba GROVES INT RIG REPAIR	Claims Related to Contracts
CHRISTOPHER MORNER GLEYSTEEN	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
CIGNA	Claims Related to Contracts
CINTAS CORPORATION NO 2 dba CINTAS FIRST AID	Claims Related to Contracts
CINTAS FIRE PROTECTION	Claims Related to Contracts
CISION US INC a PR NEWSWIRE ASSOCIATION LLC	Claims Related to Contracts
CITIZENS MEDICAL CENTER INC dba FAMILY CENTER FO	Claims Related to Contracts
CITY OF HEDWIG VILLAGE	Claims Related to Contracts
CITY OF HOUSTON	Claims Related to Contracts
CITY OF HOUSTON FIRE DEPARTMENT	Claims Related to Contracts
CITY OF HOUSTON SIGN ADMINISTRATION	Claims Related to Contracts
CITY OF HOUSTON SOLID WASTE MANAGEMENT DEPARTMENT	Claims Related to Contracts
CHRISTOPHER MORNER GLEYSTEEN	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
CK OILFIELD SERVICES INC	Claims Related to Contracts
CLAMPITT PAPER COMPANY	Claims Related to Contracts
CLEAN BREEN HOLDINGS LLC	Claims Related to Contracts
CLECO POWER LLC	Claims Related to Contracts
CLEVELAND BROTHERS EQUIPMENT CO INC	Claims Related to Contracts
CLEVELAND COUNTY TREASURER	Claims Related to Contracts
CLIFFORD TRADING INC	Claims Related to Contracts
CLINICS OF NORTH TEXAS LLP	Claims Related to Contracts
CLINTON MICHAEL TRUITT	Claims Related to Contracts
COMPLETE ENERGY SERVICES	Claims Related to Contracts
CLUTCHCO INTERNATIONAL INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
CM FAB INC	Claims Related to Contracts
COASTAL ICE & WATER LLC	Claims Related to Contracts
COASTAL PIPE USA LLC	Claims Related to Contracts
COBB MARTINEZ WOODWARD PLLC	Claims Related to Contracts
COBBS ALLEN & HALL INC	Claims Related to Contracts
COBBS ALLEN CAPITAL LLC dba CAC SPECIALTY	Claims Related to Contracts
CODY MCCURTAIN	Claims Related to Contracts
COLLABORATIVE OFFICE INTERIORS	Claims Related to Contracts
COLLINS SURVEYING & MAPPING INC	Claims Related to Contracts
COLONIAL COUNTRY CLUB	Claims Related to Contracts
COLORADO DEPARTMENT OF REVENUE	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
COLUMBIA INDUSTRIES LLC	Claims Related to Contracts
COMCAST BUSINESS	Claims Related to Contracts
COMMAND TUBULAR PRODUCTS LLC	Claims Related to Contracts
COMMERCIAL GLOBAL INSURANCE SERVICES OF CALIFORNIA	Claims Related to Contracts
COMMON SENSE COUNSEL LLP	Claims Related to Contracts
COMMUNITY COFFEE COMPANY LLC	Claims Related to Contracts
COMPLETE PAYMENT RECOVERY SERVICE	Claims Related to Contracts
COMPREHENSIVE CARE	Claims Related to Contracts
COMPUFACT RESEARCH INC	Claims Related to Contracts
COMPUTRAIN BUSINESS SOLUTIONS LTD	Claims Related to Contracts
CONCUR TECHNOLOGIES INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
CONNEY INVESTMENT HOLDINGS LLC	Claims Related to Contracts
CONSENSUS CLOUD SOLUTIONS LLC aka J2 GLOBAL	Claims Related to Contracts
CONSOLIDATED COMMUNICATIONS OF TEXAS COMPANY	Claims Related to Contracts
CONSOLIDATED PRESSURE CONTROL LLC	Claims Related to Contracts
CONTROL FLOW INC	Claims Related to Contracts
CONTROL SYSTEM ASSOCIATES INC	Claims Related to Contracts
CONTROLLED FLUIDS INC	Claims Related to Contracts
CONVENIENT CARE LLC dba TOTAL OCCUPATIONAL MEDICINE	Claims Related to Contracts
COOLING SOLUTIONS INC dba CSI RADIATOR	Claims Related to Contracts
COOPER CLINIC OCCUPATIONAL MEDICINE	Claims Related to Contracts
CORDELL LAWSON dba LAWSON & CO OILFIELD SERVICES	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
CORNERSTONE FUNDING LLC fbo JJ&B CONSTRUCTION LLC	Claims Related to Contracts
CORPORATE SUPPORT & FULFILLMENT LLC dba RTIC COOL	Claims Related to Contracts
CORPORATE TRADITIONS LLC	Claims Related to Contracts
CORPORATION SERVICE COMPANY aka CSC DE EFILE	Claims Related to Contracts
CORTEX BUSINESS SOLUTIONS USA LLC	Claims Related to Contracts
CORVA AI LLC	Claims Related to Contracts
COVINGTON EXPRESS MEDICAL SVCS LLC dba KWIK CLINIC	Claims Related to Contracts
CP-TEL	Claims Related to Contracts
CRAWFORD ELECTRIC SUPPLY COMPANY INC	Claims Related to Contracts
CREDITRISKMONITOR.COM INC	Claims Related to Contracts
CRESTMARK fbo MID-EAST TRUCK & TRACTOR	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
CRESTMARK fbo VIPER SPECIALIZED SERVICES	Claims Related to Contracts
CRG ELECTRIC INC	Claims Related to Contracts
CRS DIAGNOSTIC SERVICE LLC	Claims Related to Contracts
CSC GENERAL CONTRACTORS ND LLP	Claims Related to Contracts
CST DRILLING FLUIDS INC	Claims Related to Contracts
CT CORPORATION	Claims Related to Contracts
CULLIGAN WATER CONDITIONING OF WEST TEXAS INC	Claims Related to Contracts
CUMMINS INC dba CUMMINS SALES AND SERVICE	Claims Related to Contracts
CUMMINS SOUTHERN PLAINS dba CUMMINS SALES	Claims Related to Contracts
CURRENT POWER SOLUTIONS INC	Claims Related to Contracts
CURTIS AND SON VACUUM SERVICE INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
CURTIS CHOAT	Claims Related to Contracts
CUSIP GLOBAL SERVICES	Claims Related to Contracts
CUSTOM AIR PRODUCTS & SERVICES INC	Claims Related to Contracts
CUSTOM SAFETY PRODUCTS INC	Claims Related to Contracts
CVS CAREMARK LLC	Claims Related to Contracts
CWL PARENT dba CRANE CARTAGE LLC	Claims Related to Contracts
CYNTHIA LYNN BOWLES dba FAST LANE GRAPHIX	Claims Related to Contracts
CYPRESS-FAIRBANKS ISD DAVID PIWONKA TAX ASSESSOR	Claims Related to Contracts
DUE NGUYEN	Claims Related to Contracts
DACSIS LLC	Claims Related to Contracts
DAHILL OFFICE TECHNOLOGY CORP dba XEROX BUSINESS	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
DAKOTA REALTY & LEASING INC dba GOLDEN CITY PROPER	Claims Related to Contracts
DALE CARR dba STELLA TOOL RENTALS LLC	Claims Related to Contracts
DANIEL ENERGY PARTNERS LLC	Claims Related to Contracts
DANIEL GUERRERO dba DANIEL'S ELECTRICAL SOLUTIONS	Claims Related to Contracts
DANIEL J MCNEASE	Claims Related to Contracts
DANIELS MANUFACTURING CORPORATION	Claims Related to Contracts
DANMAR INDUSTRIES INC	Claims Related to Contracts
DARRON M ANDERSON	Claims Related to Contracts
DATAWRIGHT CORPORATION dba ENVERUS RIGDATA	Claims Related to Contracts
DAVID ALLEN HAND JR	Claims Related to Contracts
DAVID C HOLMES	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
DAVID D BAKER CO INC	Claims Related to Contracts
DAVID M DEMSHUR	Claims Related to Contracts
DAYLITER RENTALS LLC dba PLS EQUIPMENT RENTALS	Claims Related to Contracts
DDJJ ENTERPRISES LLC dba DESERT CASING SERVICES	Claims Related to Contracts
DE LAGE LANDEN FINANCIAL SERVICES INC	Claims Related to Contracts
DE SHAW DIRECT CAPITAL PORTFOLIOS LLC aka STELL	Claims Related to Contracts
DEALERS ELECTRICAL SUPPLY CO	Claims Related to Contracts
DEBBIE MOLINA - CITY OF JOURDANTON TAX ASSESSOR	Claims Related to Contracts
DEEPWELL ENERGY SERVICES LLC	Claims Related to Contracts
DEL R HOLMAN dba DELS INSPECTION SERVICE CO LLC	Claims Related to Contracts
DELTA DENTAL INSURANCE CO	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
DELTA FOREMOST CHEMICAL CORP	Claims Related to Contracts
DELTA FUEL COMPANY LLC	Claims Related to Contracts
DELTA RIGGING AND TOOLS INC aka BISHOP LIFTING	Claims Related to Contracts
DEPARTMENT OF TREASURY	Claims Related to Contracts
DERRICK CORPORATION dba DERRICK EQUIPMENT COMPANY	Claims Related to Contracts
DESERT NDT LLC dba SHAWCOR	Claims Related to Contracts
DESERT RIG SERVICES INC	Claims Related to Contracts
DESOTO HOSPITAL ASSOCIATION	Claims Related to Contracts
DETAIL DESIGN INC	Claims Related to Contracts
DEVON ENERGY PRODUCTION COMPANY LP	Claims Related to Contracts
DEX IMAGING LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
DIAMOND CONSTRUCTION INC	Claims Related to Contracts
DIAMOND G INSPECTION INC	Claims Related to Contracts
DIAMOND HYDRAULICS INC	Claims Related to Contracts
DIAMOND J OILFIELD SERVICES LLC	Claims Related to Contracts
DIAMOND TANK RENTAL INC	Claims Related to Contracts
DIANA BOSWELL	Claims Related to Contracts
DICKS OILFIELD INSTRUMENTS SALES & SERVICE INC	Claims Related to Contracts
DILIGENT BOARD MEMBER SERVICES INC	Claims Related to Contracts
DIRECTV	Claims Related to Contracts
DISA GLOBAL SOLUTIONS INC dba DISA INC	Claims Related to Contracts
DISH NETWORK LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
DIVERSIFIED LENDERS INC ASSIGNEE FOR CLEAR FORK	Claims Related to Contracts
DLUGOSCH IV LLC dba D & B OILFIELD SERVICES	Claims Related to Contracts
DNOW LP	Claims Related to Contracts
B & B ADVANCED AIR TECHNOLOGIES INC	Claims Related to Contracts
BULL DAWG ENERGY SERVICE	Claims Related to Contracts
E & J HOTSHOT AND TRANSPORT LLC	Claims Related to Contracts
FORUM OILFIELD TECH US INC	Claims Related to Contracts
LIGHTNING TRUCKING LLC	Claims Related to Contracts
RACKSPACE US INC dba RACKSPACE HOSTING	Claims Related to Contracts
RIGNET INC	Claims Related to Contracts
RODAN TRANSPORT (USA) LTD dba AVEDA	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
SPENCER HARRIS dba FEMCO	Claims Related to Contracts
TARPON ENERGY SVCS LLC	Claims Related to Contracts
TOTAL QUALITY LOGISTICS LLC aka TQL	Claims Related to Contracts
DOCTORS EXPRESS OF THE TEMPLE AREA PA dba AFC	Claims Related to Contracts
DOCTORS HEALTH GROUP INC	Claims Related to Contracts
DOGGETT HEAVY MACHINERY SERVICES LLC	Claims Related to Contracts
DOL-OSHA (US DEPARTMENT OF LABOR)	Claims Related to Contracts
DON C DANA	Claims Related to Contracts
DON HARTS RADIATOR SERVICE CENTER INC	Claims Related to Contracts
DONALD WRIGHT	Claims Related to Contracts
DONNELLEY FINANCIAL LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
DOOLEY TACKABERRY INC	Claims Related to Contracts
DOROTHY JERRETTA KIESEWETTER dba JEMA MOTOR AND AU	Claims Related to Contracts
DORSEY & WHITNEY LLP	Claims Related to Contracts
DOWNS & STANFORD PC	Claims Related to Contracts
DRAIN MASTERS INC	Claims Related to Contracts
DREW MARINE USA INC	Claims Related to Contracts
DRILLFORM DRILLING EQUIPMENT INC	Claims Related to Contracts
DRILLIFY LLC	Claims Related to Contracts
DRILLING INFO INC dba ENVERUS	Claims Related to Contracts
DRO LLC dba OWENS SERVICE ELECTRIC OF OKLAHOMA	Claims Related to Contracts
DRS POWER TECHNOLOGY INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
DUFF AND PHELPS CORPORATION	Claims Related to Contracts
DUN & BRADSTREET CREDIBILITY CORP	Claims Related to Contracts
DUSTIN FRAZIER	Claims Related to Contracts
DUSTIN LYNN ROBINSON dba SAFETY SKIRT DESIGNS LLC	Claims Related to Contracts
DW INDUSTRIES INC	Claims Related to Contracts
DX ELECTRIC COMPANY	Claims Related to Contracts
DEEPWELL EQUIPMENT RENTALS LLC	Claims Related to Contracts
DEEPWELL ENERGY SERVICES, LLC	Claims Related to Contracts
DEVON ENERGY	Claims Related to Contracts
DENBURY ONSHORE, LLA	Claims Related to Contracts
DIAMONDBACK E & P LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
DISCOVERY NATURAL RESOURCES	Claims Related to Contracts
EARTHSTONE OPERATING, LLC	Claims Related to Contracts
EOG RESOURCES, INC	Claims Related to Contracts
ENDEAVOR ENERGY RESOURCES	Claims Related to Contracts
ESSENTIAL LOGISTICS, LLC	Claims Related to Contracts
E5 OIL FIELD SERVICES LLC	Claims Related to Contracts
EAGLE DRILLING LLC	Claims Related to Contracts
EAGLE SHALE PROPERTY DEVELOPMENT LLC	Claims Related to Contracts
EAST END TRANSFER & STORAGE INC	Claims Related to Contracts
EAST TEXAS DRUG TESTING	Claims Related to Contracts
ECAD	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
ECHO RE INVESTORS LLC	Claims Related to Contracts
ECO ALTERNATIVE FUEL SYSTEMS INC	Claims Related to Contracts
ECOLITE HOLDINGS, LLC	Claims Related to Contracts
ECTOR COUNTY APPRAISAL DISTRICT	Claims Related to Contracts
EDDY COUNTY TREASURER	Claims Related to Contracts
EDEN INNOVATIONS LLC	Claims Related to Contracts
EDGEWOOD PARTNERS INSURANCE CENTER	Claims Related to Contracts
EDWARD CAMPOS	Claims Related to Contracts
EDWARD L ODOM	Claims Related to Contracts
EDWARD RIVERA	Claims Related to Contracts
EDWARDS AIR CONDITIONING & HEATING LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
EDWARDS INDUSTRIES INC dba EDWARDS CANVAS INC	Claims Related to Contracts
EGRESS SOFTWARE TECHNOLOGIES INC	Claims Related to Contracts
ELAN FINANCIAL SERVICES	Claims Related to Contracts
ELECTRA LINK	Claims Related to Contracts
ELI HENRY GROUP LLC	Claims Related to Contracts
ELITE CONTROLS INC	Claims Related to Contracts
ELITE HYDRAULICS COMPANY	Claims Related to Contracts
ELLIOTT ELECTRIC SUPPLY	Claims Related to Contracts
ENCLAVE TESTING, INC	Claims Related to Contracts
ENERCOM INC	Claims Related to Contracts
ENERCOM NETWORKS LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
ENERSPACE MODULAR GROUP LLC	Claims Related to Contracts
ENERSTAR RENTALS AND SERVICES LTD	Claims Related to Contracts
ENQUEST ENERGY SOLUTIONS LLC	Claims Related to Contracts
ENTERGY	Claims Related to Contracts
ENTERPRISE FLEET MANAGEMENT TRUST	Claims Related to Contracts
ENTRO INDUSTRIES INC	Claims Related to Contracts
ENVOY INC	Claims Related to Contracts
EP EXECUTIVE PRESS INC dba CCRCORP	Claims Related to Contracts
EQUINITI TRUST COMPANY LLC aka AMERICAN STOCK TRAN	Claims Related to Contracts
ERIK SCOTT dba SUPERIOR GRAPHIX LLC	Claims Related to Contracts
ERNST & YOUNG LLP	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
EUNICE MOSLEY	Claims Related to Contracts
EVAN BEHRENS	Claims Related to Contracts
EVANS ENTERPRISES INC	Claims Related to Contracts
EVERCORE GROUP LLC	Claims Related to Contracts
EVOLUTION AUTOMATED CONTROLS LLC	Claims Related to Contracts
EW PUMPS LLC	Claims Related to Contracts
EXCEL PRODUCTS	Claims Related to Contracts
EXCELLUS HOSPITALITY INC dba N ODESSA INN & SUITES	Claims Related to Contracts
EXHIBIT TECHNOLOGIES	Claims Related to Contracts
EXPRESS ENERGY SERVICES OPERATING LP	Claims Related to Contracts
EXPRO HOLDINGS US INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
EYEMAX SECURITY LLC	Claims Related to Contracts
FERNANDO AGUILERA	Claims Related to Contracts
FELIX ENERGY HOLDINGS II, LLC	Claims Related to Contracts
FLEUR DE LIS	Claims Related to Contracts
FIREBIRD ENERGY LLC	Claims Related to Contracts
FOUR POINT ENERGY, LLC	Claims Related to Contracts
F & S TRUCKING INC dba FRITZ WELDING INC	Claims Related to Contracts
F & W INDUSTRIES INC	Claims Related to Contracts
FAB TECH OILFIELD SERVICES INC	Claims Related to Contracts
FABRICATION OF RIG & EXPLORATION EQUIPMENT INC	Claims Related to Contracts
FAEGRE DRINKER BIDDLE & REATH LLP	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
FAIRVIEW TRUCKING INC (ROCK-SAND HAULING)	Claims Related to Contracts
FAIRVIEW UNION WATER SYSTEM	Claims Related to Contracts
FAIRWAY TRANSPORT LLC	Claims Related to Contracts
FAIRWIND LLC	Claims Related to Contracts
FAR WEST DIRECT LLC	Claims Related to Contracts
FAST TRAC TRANSPORTATION LLC (HOTSHOT)	Claims Related to Contracts
FASTENAL COMPANY	Claims Related to Contracts
FASTSHOT LOGISTICS LLC (HOTSHOT)	Claims Related to Contracts
FASTSHOT HOTSHOT LLC	Claim Related to Contracts
FEDEX	Claims Related to Contracts
FEDEX FREIGHT	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
FELLERS SNIDER BLANKENSHIP BAILEY & TIPPENS INC	Claims Related to Contracts
FEMCO HOLDINGS LLC dba SPENCER HARRIS	Claims Related to Contracts
FERMIN AGUILAR WELDING	Claims Related to Contracts
FIDELITY INVESTMENTS	Claims Related to Contracts
FINANCIAL ACCOUNTING STANDARDS BOARD	Claims Related to Contracts
FINQUERY, LLC	Claims Related to Contracts
FIRETROL PROTECTION SYSTEMS INC	Claims Related to Contracts
FIRST INTERMED CORPORATION dba MEA MEDICAL CLINICS	Claims Related to Contracts
FIRST NATIONAL CAPITAL LLC	Claims Related to Contracts
FIRST PHYSICIANS - MICHAEL SHELTON MD PA	Claims Related to Contracts
FISHING TOOL dba CRYSTIN LTD	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
FITZ TORQUE CONVERTORS INC	Claims Related to Contracts
FIVE STAR RIG AND SUPPLY	Claims Related to Contracts
FLENDER CORPORATION	Claims Related to Contracts
FLEXGEN POWER SYSTEMS INC	Claims Related to Contracts
FLODRAULIC GROUP INC	Claims Related to Contracts
FMC MEDICAL FOUNDATION INC dba CAREXPRESS OCC MED	Claims Related to Contracts
FOLEY & LARDNER LLP	Claims Related to Contracts
FOLIO INVESTMENTS INC dba FOLIO PROXY	Claims Related to Contracts
FORCE POWER SYSTEMS LLC	Claims Related to Contracts
FORD STEEL LLC	Claims Related to Contracts
FORT BEND BATTERY & GOLF CARS LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
FORT SMITH HMA PBC MGMT LLC dba SPARKS OCCUP MED S	Claims Related to Contracts
FORUM US INC dba FORUM ENERGY TECHNOLOGIES	Claims Related to Contracts
FORUM US INC dba HOUSTON GLOBAL HEAT TRANSFER LLC	Claims Related to Contracts
FRANCISCAN MISSIONARIES OF OUR LADY HEALTH SYSTEM	Claims Related to Contracts
FRED NNAMADIM	Claims Related to Contracts
FREIGHT QUOTE	Claims Related to Contracts
FRONTIER COMMUNICATIONS CORPORATION	Claims Related to Contracts
FT WORTH ISD - RON WRIGHT TAX ASSESSOR-COLLECTOR	Claims Related to Contracts
FT WORTH OCCMED PARTNER LP dba OCCUPATIONAL HEALTH	Claims Related to Contracts
FTI CONSULTING INC	Claims Related to Contracts
FULL CIRCLE ENERGY, LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
FUNCTIONAL CAPACITY EXPERTS LLC	Claims Related to Contracts
G NEWMAN PARSLEY LEGACY dba SERVPRO OF GUADALUPE	Claims Related to Contracts
GABBIE MEDICAL CLINIC PA	Claims Related to Contracts
GAMLA LIVFORSAKRINGSAKTIEBOLOGET SEB TRYGG LIV	Claims Related to Contracts
GAR COMPANY dba COPPER STATE RUBBER SPECIALTIES CO	Claims Related to Contracts
GARDERE	Claims Related to Contracts
GARION DILLINGHAM dba 307 EP LLC	Claims Related to Contracts
GARY L BUTCH	Claims Related to Contracts
GARZAS MACHINE SHOP	Claims Related to Contracts
GATES E & S NORTH AMERICA INC	Claims Related to Contracts
GATEWAY PRINTING & OFFICE SUPPLY INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
GDS INTERNATIONAL LLC	Claims Related to Contracts
GE TRANSPORTATION PARTS LLC	Claims Related to Contracts
GENESIS OILFIELD PIPE & SUPPLY LLC	Claims Related to Contracts
GENESIS TELCOM aka GENESIS BUSINESS COMMUNICATIONS	Claims Related to Contracts
GEOTAB USA INC	Claims Related to Contracts
GERALD BRESHEARS	Claims Related to Contracts
GERALD C CLARK dba NORTH TEXAS TARP & AWNING LLC	Claims Related to Contracts
GERARDO MORALES	Claims Related to Contracts
GESCO II LLC	Claims Related to Contracts
GHX INDUSTRIAL LLC	Claims Related to Contracts
GJR MEYER SERVICES INC dba MEYER	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
GLASS LEWIS & CO LLC	Claims Related to Contracts
GLASSCOCK COUNTY	Claims Related to Contracts
GLENN LEE DAVIS	Claims Related to Contracts
GLOBAL CROSSING CONFERENCING DBA LEVEL 3	Claims Related to Contracts
GLOBAL DISCOVERY GROUP INC	Claims Related to Contracts
GLOBAL ENERGY SOLUTIONS LLC	Claims Related to Contracts
GO WEST ENERGY SERVICES	Claims Related to Contracts
GOLDEN CONSULTING LLC	Claims Related to Contracts
GOLDEN PARACHUTE TAX SOLUTIONS LLC	Claims Related to Contracts
GOODSTONE GROUP LLC	Claims Related to Contracts
GOODSTUFF 365 LIMITED	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
GOTO COMMUNICATIONS INC	Claims Related to Contracts
GRACE LAW FIRM PLLC	Claims Related to Contracts
GRANT PRIDECO LP	Claims Related to Contracts
GRANT THORNTON ADVISORS LLC	Claims Related to Contracts
GRANT THORNTON LLP	Claims Related to Contracts
GREAT AMERICAN FINANCIAL SERVICES dba LEASING CORP	Claims Related to Contracts
GREATER HOUSTON PARTNERSHIP	Claims Related to Contracts
GREEN CLINIC LLC dba QUICKCARE OF RUSTON	Claims Related to Contracts
GREEN INDUSTRIAL CLEANING LLC	Claims Related to Contracts
GROOVE ENTERTAINMENT TECHNOLOGIES INC	Claims Related to Contracts
GROVES INDUSTRIAL SUPPLY	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
GS PHYSICIAN INC dba GSMA OCCUPATIONAL MEDICINE	Claims Related to Contracts
GST INC aka GRANT SMITH	Claims Related to Contracts
GULF COAST BANK & TRUST COMPANY aka ARDOIN INC	Claims Related to Contracts
GULF COAST BANK & TRUST aka ESSENTIAL LOGISTICS LC	Claims Related to Contracts
GULF COAST BANK & TRUST aka NANCE SOLUTIONS INC	Claims Related to Contracts
GULF COAST BANK aka FREEWAY DELIVERY INC	Claims Related to Contracts
GULF COAST BANK aka PENN TRANSPORT LLC	Claims Related to Contracts
GULF COAST BANK aka TURNING POINT SPECIALTY SERVICE	Claims Related to Contracts
GULF ELECTROQUIP LTD	Claims Related to Contracts
GULF STATES TRUCKING	Claims Related to Contracts
GULFPORT ENERGY CORPORATION	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
GENESIS OILFIELD PIPE & SUPPLY, INC	Claims Related to Contracts
GEP HAYNESVILLE, LLC	Claims Related to Contracts
GOODRICH PETROLEUM COMPANY, LLC	Claims Related to Contracts
GORDY OIL COMPANY	Claims Related to Contracts
GRENADIER ENERGY PARTNERS II, LLC	Claims Related to Contracts
HENRY RESOURCES LLC	Claims Related to Contracts
HIGH PEAK ENERGY	Claims Related to Contracts
HOG OPERATING, LLC	Claims Related to Contracts
H & E EQUIPMENT SERVICES INC	Claims Related to Contracts
H & S RENTAL & SERVICES LLC	Claims Related to Contracts
H.I.S. FIRE & SAFETY EQUIPMENT, LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
HACKER INTERNATIONAL LLC	Claims Related to Contracts
HADCO INTERNATIONAL LLC	Claims Related to Contracts
HADCO SERVICES INC	Claims Related to Contracts
HAIL ICE CO LLC	Claims Related to Contracts
HALO BRANDED SOLUTIONS INC	Claims Related to Contracts
HARNISH GROUP INC dba TRACTOR & EQUIPMENT CO	Claims Related to Contracts
HARPER CHEVROLET BUICK GMC TRUCK	Claims Related to Contracts
HARRIS CAPROCK COMMUNICATIONS INC	Claims Related to Contracts
HARRIS COUNTY MUD 286	Claims Related to Contracts
HARRIS COUNTY MUD 366	Claims Related to Contracts
HARRIS COUNTY TAX ASSESSOR	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
HASTEN ENERGY SOLUTIONS LLC	Claims Related to Contracts
HAZ MAT SPECIAL SERVICES LLC	Claims Related to Contracts
HB RENTALS	Claims Related to Contracts
HCAA MEDICAL GROUP PA	Claims Related to Contracts
HE CAPITAL MARKETS LTD	Claims Related to Contracts
HEALTH ADVOCATE SOLUTIONS INC	Claims Related to Contracts
HEALTHCARE EXPRESS LLP	Claims Related to Contracts
HEALTHGROUP OF ALABAMA OHG DEC	Claims Related to Contracts
HEARTLAND REGIONAL MEDICAL CENTER	Claims Related to Contracts
HEASTER HART LLC	Claims Related to Contracts
HECTOR VASQUEZ	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
HENDERSON DRILLING PRODUCTS INC	Claims Related to Contracts
HENRY STREET PARTNERSHIP	Claims Related to Contracts
HERC RENTALS INC	Claims Related to Contracts
HIGGINS SUPPLY INC	Claims Related to Contracts
HIGHPOINT TECHNOLOGY GROUP	Claims Related to Contracts
HIGHSPEED NEWCO LLC dba GD ENERGY PRODUCTS LLC	Claims Related to Contracts
HIGIER ALLEN & LAUTIN PC	Claims Related to Contracts
HI-KALIBRE EQUIPMENT USA INC	Claims Related to Contracts
HILMAN ROLLERS	Claims Related to Contracts
HILONG USA, LLC	Claims Related to Contracts
HI-TECH TUBULAR SERVICE LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
HOGAN LOVELLS US LLP	Claims Related to Contracts
HOLCOMB ENVIRONMENTAL OIL SERVICES LLC	Claims Related to Contracts
HOLLAND & KNIGHT LLP	Claims Related to Contracts
HOLMES ERECTION INC	Claims Related to Contracts
HOOTSUITE INC	Claims Related to Contracts
HOPE INDUSTRIAL SYSTEMS INC	Claims Related to Contracts
HORIZON CABLE SERVICE INC	Claims Related to Contracts
HORN EQUIPMENT COMPANY LLC	Claims Related to Contracts
HOSE PRO INC	Claims Related to Contracts
HOSE PRO TEXTILES INC	Claims Related to Contracts
HOSE SOLUTIONS INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
HOTEL WEST II LP	Claims Related to Contracts
HOUSTON MOTOR & CONTROL INC	Claims Related to Contracts
HOUSTON'S BEST WATER LLC	Claims Related to Contracts
HOWARD & ASSOCIATES INTERNATIONAL, INC	Claims Related to Contracts
HOWARD CO TAX OFFICE TIFFANY SAYLES TAX ASSESSOR	Claims Related to Contracts
HOWARD FONSECA	Claims Related to Contracts
HOWDY HOTELS LP dba SPRINGHILL SUITES HOUSTON NW	Claims Related to Contracts
HP INC	Claims Related to Contracts
HP PIPING LLC	Claims Related to Contracts
HTK CONSULTANTS INC	Claims Related to Contracts
HTL OPERATING LLC dba MCM ELEGANTE HOTEL ODESSA	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
HUB CITY FIRE AND SAFETY LLC	Claims Related to Contracts
HUBBELL ICD - POWEROHM RESISTORS, INC.	Claims Related to Contracts
HUCKABAY INDUSTRIES INC	Claims Related to Contracts
HUGGINS & ASSOCIATES	Claims Related to Contracts
HUGHES COUNTY TREASURER	Claims Related to Contracts
HUMPAL PHYSICAL THERAPY PC	Claims Related to Contracts
HWC HOUSTON WIRE CABLE CO dba SOUTHWEST WIRE ROPE	Claims Related to Contracts
HYDRADYNE LLC	Claims Related to Contracts
HYDRALINK LLC dba STRIKER HYDRALINK	Claims Related to Contracts
HYDRAQUIP DISTRIBUTION INC	Claims Related to Contracts
ISAACS TRANSPORT	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
INDIGO MINERALS LLC	Claims Related to Contracts
INDEPENDENCE CONTRACT DRILLING	Claims Related to Contracts
IRONROC ENERGY PARTNERS, LLC	Claims Related to Contracts
IADC -INTERNATIONAL ASSOC OF DRILLING CONTRACTORS	Claims Related to Contracts
ICE SYSTEMS INC dba PROXYTRUST	Claims Related to Contracts
IDAHO WORKCARE dba LEGACY HEALTH	Claims Related to Contracts
IGNITION SERVICE & SUPPLY INC	Claims Related to Contracts
ILFUSION INC	Claims Related to Contracts
IMPULSE ELECTRIC SERVICES LTD	Claims Related to Contracts
INDUSTRIAL AIR TOOL LP LLP	Claims Related to Contracts
INDUSTRIAL FILTRATION & SERVICES INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
INDUSTRIAL OILFIELD MARINE COMPONENTS INC aka IOM	Claims Related to Contracts
INDUSTRIAL RADIATOR SERVICE LLC	Claims Related to Contracts
INDUSTRIAL SPLICING & SLING LLC	Claims Related to Contracts
INDUSTRIAL SUPPLY & SERVICE LLC	Claims Related to Contracts
INFINISOURCE INC	Claims Related to Contracts
INFO-TECH RESEARCH GROUP INC	Claims Related to Contracts
INNOVATIVE IDM LLC	Claims Related to Contracts
INTEGRITY SERVICES LLC	Claims Related to Contracts
INTELEX TECHNOLOGIES INC	Claims Related to Contracts
INTER AMERICAN OIL WORKS INC	Claims Related to Contracts
INTERNAP HOLDINGS LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
INTERNATIONAL BUSINESS MACHINES CORPORATION	Claims Related to Contracts
INTERNATIONAL TRAINING SERVICES dba WELL CONTROL	Claims Related to Contracts
INTERQUEST DETECTION CANINES OF SOUTHEAST TEXAS	Claims Related to Contracts
INTERTEK USA INC dba INTERTEK WESTPORT TECHNOLOGY	Claims Related to Contracts
INVESHARE	Claims Related to Contracts
IOS PCI LLC dba IOS INSPECTION OILFIELD SERVICES	Claims Related to Contracts
IQ DATA SYSTEMS INC dba BACKGROUNDS ONLINE	Claims Related to Contracts
IQ TOTAL SOURCE LLC	Claims Related to Contracts
IRON HORSE TOOLS LLC	Claims Related to Contracts
ISAACS SERVICE LLC dba ISAACS TRANSPORT	Claims Related to Contracts
ISLAND HEALTH CENTER	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
ISN SOFTWARE CORPORATION	Claims Related to Contracts
ISRAEL GARCIA	Claims Related to Contracts
ISS CORPORATE SOLUTIONS INC	Claims Related to Contracts
J. ANTHONY GALLEGOS, JR.	Claims Related to Contracts
JETTA PERMIAN, LP	Claims Related to Contracts
J & I PROPERTY SOLUTIONS LLC	Claims Related to Contracts
J & M PREMIER SERVICES INC	Claims Related to Contracts
J & W SERVICES AND EQUIPMENT CO INC	Claims Related to Contracts
J CLAYTON SERVICES INC dba CITY WIDE MTC HOUSTON	Claims Related to Contracts
J. ANTHONY GALLEGOS	Claims Related to Contracts
JA OILFIELD MANUFACTURING INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
JA RIGGS TRACTOR COMPANY dba RIGGS CAT	Claims Related to Contracts
JACKSON LEWIS PC	Claims Related to Contracts
JACOB URIAS dba HAVOC SERVICES	Claims Related to Contracts
JAMES C YARDLEY	Claims Related to Contracts
JAMES DAVID CRANDELL	Claims Related to Contracts
JAMES GUY MINMIER JR	Claims Related to Contracts
JAMES LUDWICK MD LGST PLLC SLEEP LAB AT W HOUSTON	Claims Related to Contracts
JASON LEWIS	Claims Related to Contracts
JASON WEED	Claims Related to Contracts
JAVELINA OILFIELD INC	Claims Related to Contracts
JEFF FINGERLE	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
JEFFREY PITTS dba TEXAS CLIMATE SOLUTIONS	Claims Related to Contracts
JELEC USA INC	Claims Related to Contracts
JERRY W WYCHE dba AAA FIRE SAFETY LLC	Claims Related to Contracts
JESUS ALFARO	Claims Related to Contracts
JESUS TORRES	Claims Related to Contracts
JET REPORTS INTERNATIONAL INC	Claims Related to Contracts
JET SPECIALTY INC	Claims Related to Contracts
JGD PARTNERSHIP	Claims Related to Contracts
JH WALKER TRUCKING	Claims Related to Contracts
JJ KELLER & ASSOCIATES INC	Claims Related to Contracts
JJDM ENTERPRISE LLC dba GENESIS DRUG TESTING	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
JKG SERVICES LLC	Claims Related to Contracts
JMD OILFIELD & RIG SERVICES LLC	Claims Related to Contracts
JOE MITCHELL JR dba DEEP SOUTH WELDING LLC	Claims Related to Contracts
JOEL SCOT RATLIFF	Claims Related to Contracts
JOHN A RATHMELL JR	Claims Related to Contracts
JOHN B DEMPSEY dba JB DEMPSEY & COMPANY LLC	Claims Related to Contracts
JOHN L WORTHAM & SON LP dba WORTHAM INS & RISK MGT	Claims Related to Contracts
JOHN OSIKA	Claims Related to Contracts
JOHNNY & MARGARET ESNER dba EXPERT TRUCK ELECTRIC	Claims Related to Contracts
JOHNNY CRESAP	Claims Related to Contracts
JOHNSON INDUSTRIES LTD	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
JOHNSON SPECIALTY TOOLS LLC	Claims Related to Contracts
JOLIET ELECTRIC MOTORS LLC	Claims Related to Contracts
JON FIRESTONE ELECTRIC LLC	Claims Related to Contracts
JONATHAN B FAIRBANKS	Claims Related to Contracts
JONATHAN BARAJAS	Claims Related to Contracts
JONATHAN LARUE	Claims Related to Contracts
JONATHAN SCOTT SHAVER	Claims Related to Contracts
JONES LANG LASALLE	Claims Related to Contracts
JOSE MARTIN VILLAFUERTE	Claims Related to Contracts
JOSE R CALDERON dba JC WELDING GENERAL	Claims Related to Contracts
JOSEPH C HENRY PLLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
JOSHUA AARON MCADAMS	Claims Related to Contracts
JOSHUA TORRES	Claims Related to Contracts
JR LAND LLC	Claims Related to Contracts
JR MERRITT CONTROLS	Claims Related to Contracts
JRD 2004 IRREVOCABLE TRUST	Claims Related to Contracts
JUAN F MENDOZA	Claims Related to Contracts
JUSTIN FOSTER	Claims Related to Contracts
KATHERINE KOKENES	Claims Related to Contracts
K & K REPAIR SERVICE LLC	Claims Related to Contracts
KAHOOT! ASA	Claims Related to Contracts
KANE RUSSELL COLEMAN LOGAN PC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
KASTLE SYSTEMS OF TEXAS	Claims Related to Contracts
KAT INDUSTRIES INC	Claims Related to Contracts
KAT MACHINE INC	Claims Related to Contracts
KATCH KAN USA LLC	Claims Related to Contracts
KAY COUNTY TREASURER	Claims Related to Contracts
KC SERVICES	Claims Related to Contracts
KEITH WILLHELM	Claims Related to Contracts
KELBRO INC dba PROCESS SOLUTIONS INTERNATIONAL	Claims Related to Contracts
KENNEDY WIRE ROPE & SLING COMPANY INC	Claims Related to Contracts
KENNETH E SMITH JR dba KS WELDING INC	Claims Related to Contracts
KENNETH L DAVIS JR	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
KENNEY 74 LLC	Claims Related to Contracts
KESSLER-ELLIS PRODUCTS aka KEP	Claims Related to Contracts
KEVIN VICKNAIR	Claims Related to Contracts
KINEDYNE dba ENGINEERED LIFTING TECHNOLOGIES INC	Claims Related to Contracts
KIRK NOLES dba EVERYMAN MEDIA WORKS aka EMW Digital	Claims Related to Contracts
KIRKLAND & ELLIS LLP	Claims Related to Contracts
KLEIN ISD -DEBORAH H WEHNER TAX ASSESSOR COLLECTOR	Claims Related to Contracts
KLX ENERGY SERVICES LLC	Claims Related to Contracts
KNOWBE4 Inc	Claims Related to Contracts
KOPCO INC PKA BUTLER AND COOK INC	Claims Related to Contracts
KORT INDUSTRIES LLC (DRILL PIPE)	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
KRISTEEN ROE BRAZOS COUNTY TAX ASSESSOR COLLECTOR	Claims Related to Contracts
KRISTI WASHAM	Claims Related to Contracts
KRUSE ASSET MANAGEMENT INC	Claims Related to Contracts
KTML CONTRACTORS LLC	Claims Related to Contracts
KURT L HUNTER dba HUNTER FAMILY MEDICAL CLINIC PC	Claims Related to Contracts
KURTZMAN CARSON CONSULTANTS INC	Claims Related to Contracts
LAKE FOREST BANK TRUST dba FIRST INSURANCE FUNDING	Claims Related to Contracts
LAKESIDE RESORT JV LLC dba MARGARITAVILLE RESORT	Claims Related to Contracts
LANCE IRBY	Claims Related to Contracts
LANDTEL INC dba LANDTEL COMM aka RIGNET / VIASAT	Claims Related to Contracts
LANSDOWNE-MOODY	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
LARMAR INDUSTRIES INC	Claims Related to Contracts
LARMAR SERVICES LLC	Claims Related to Contracts
LAUREL MANAGEMENT SERVICES dba SUSQUEHANNA HEALTH	Claims Related to Contracts
LAWSON PRODUCTS INC dba KENT AUTOMOTIVE	Claims Related to Contracts
LAZARD FRERES & CO LLC	Claims Related to Contracts
LC ELDRIDGE SALES CO LTD	Claims Related to Contracts
LE SIRHC ENTERPRISES LLC dba MASTERSCAPE	Claims Related to Contracts
LEA COUNTY TREASURER	Claims Related to Contracts
LEE M SINGLETON dba SINGLETON OILFIELD SERVICE LLC	Claims Related to Contracts
LEES INSTRUMENTATION LLC	Claims Related to Contracts
LEFLORE COUNTY TREASURER - JOE WILES	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
LEFORE COUNTY RURAL WATER	Claims Related to Contracts
LESKO RIG COMPONENTS LTD	Claims Related to Contracts
LEWIS MANUFACTURING COMPANY LLC	Claims Related to Contracts
LHR SERVICES AND EQUIPMENT INC	Claims Related to Contracts
LIBERTY MUTUAL INSURANCE	Claims Related to Contracts
LIFE LINE TECHNOLOGIES LLC dba XSTREME MD	Claims Related to Contracts
LIFTGEAR INTERNATIONAL INC	Claims Related to Contracts
LIGHTNING OILFIELD SERVICE INC	Claims Related to Contracts
LISTER INDUSTRIES LTD	Claims Related to Contracts
LITTLEFIELD OIL COMPANY INC	Claims Related to Contracts
LJ KIT BLOCKER INC aka KAMAN INDUSTRIAL TECHNOLOGY	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
LMC MEDICAL GROUP LLC dba REDDYCARE	Claims Related to Contracts
LOADMASTER INDUSTRIES	Claims Related to Contracts
LOCATION ILLUMINATOR TECHNOLOGIES LLC (LIT)	Claims Related to Contracts
LOCKE LORD LLP	Claims Related to Contracts
LOCKTON COMPANIES	Claims Related to Contracts
LOGAN INDUSTRIES INTERNATIONAL CORPORATION	Claims Related to Contracts
LOGIX COMMUNICATIONS LP	Claims Related to Contracts
LONESTAR FORKLIFT 2017 USA INC	Claims Related to Contracts
LORETTA HOLLEY - ATASCOSA COUNTY TAX OFFICE	Claims Related to Contracts
LORFING INC dba GITTINGS	Claims Related to Contracts
LOUISIANA BOARD OF TAX APPEALS	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
LOUISIANA DEPARTMENT OF REVENUE	Claims Related to Contracts
LOUISIANA ELECTRIC RESOURCE & SUPPLY LLC	Claims Related to Contracts
LOUISIANA MACHINERY CO LLC dba LOUISIANA CAT	Claims Related to Contracts
LOUISIANA OCCUPATIONAL HEALTH SERVICES	Claims Related to Contracts
LOUISIANA OCCUPATIONAL MEDICINE & SAFETY INSTITUTE	Claims Related to Contracts
LOVING COUNTY TAX OFFICE	Claims Related to Contracts
LOWENSTEIN SANDLER LLP	Claims Related to Contracts
LRN CORPORATION	Claims Related to Contracts
LUCKY STAR SHIPPING SA	Claims Related to Contracts
LUERAS WELDING SERVICE INC	Claims Related to Contracts
LUIS HUBERTO NIETO LOYO	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
LAZARUS OPERATING L.L.C.	Claims Related to Contracts
LARIO OIL & GAS COMPANY	Claims Related to Contracts
LEGACY RESERVES LP	Claims Related to Contracts
LEGACY RESERVES OPERATING LP	Claims Related to Contracts
LEGENDS DRILLING MANAGEMENT & DESIGN	Claims Related to Contracts
LIGHTNING OILFIELD SERVICES, INC	Claims Related to Contracts
LIME ROCK RESOURCES	Claims Related to Contracts
LONESTAR OPERATING, LLC	Claims Related to Contracts
LONQUIST FIELD SERVICE, LLC	Claims Related to Contracts
L&D TRUCKING AND SCRAP	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
LIS CRNOBREGU	Claims Related to Contracts
JAGGED PEAK ENERGY	Claims Related to Contracts
MARC NOEL	Claims Related to Contracts
MANTI TARKA PERMIAN OPERATING, LLC	Claims Related to Contracts
MARKCO MACHINE WORKS INC	Claims Related to Contracts
MARSHALL & WINSTON, INC	Claims Related to Contracts
MAVERICK OPERATING, LLC	Claims Related to Contracts
MCCLURE OIL COMPANY	Claims Related to Contracts
MDC TEXAS ENERGY	Claims Related to Contracts
M & M INTERNATIONAL LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
M & M OIL TOOLS LLC	Claims Related to Contracts
MAC NDT SERVICES LLC	Claims Related to Contracts
MACK MANUFACTURING & MACHINE dba MACK BOLT & STEEL	Claims Related to Contracts
MAGIC INDUSTRIES INC	Claims Related to Contracts
MAGNUM STAFFING SERVICES, INC.	Claims Related to Contracts
MAINTENANCE RESELLER CORPORATION	Claims Related to Contracts
MAINTENANCE SUPPLY HEADQUARTERS	Claims Related to Contracts
MAN WELDING SERVICES INC	Claims Related to Contracts
MANAGED RESPONSE INC	Claims Related to Contracts
MANAGEMENT CONTROLS INC	Claims Related to Contracts
MANSFIELD ENERGY CORP dba SELECT ENVIRONMENTAL LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
MANSFIELD SERVICE PARTNERS SOUTH LLC	Claims Related to Contracts
MARC NOEL	Claims Related to Contracts
MARGARET L WREN JOHNSON	Claims Related to Contracts
MARK ANDREWS & COMPANY INC dba KE ANDREWS & CO	Claims Related to Contracts
MARK WIGGINS	Claims Related to Contracts
MARKCO MACHINE WORKS INC	Claims Related to Contracts
MARKING SERVICES INC	Claims Related to Contracts
MARON F GIDDINGS III dba INTERSTATE OILFIELD SVCS	Claims Related to Contracts
MARSH USA INC	Claims Related to Contracts
MARSH USA INC (PITTSBURGH PA)	Claims Related to Contracts
MARTHA KIRKLAND DBA MK HOLDINGS LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
MARTIN CAD	Claims Related to Contracts
MARTIN COUNTY TAX ASSESSOR COLLECTOR - KATHY HULL	Claims Related to Contracts
MARTIN PRESSURE SYSTEMS INTERNATIONAL LLC aka MPSI	Claims Related to Contracts
MARTINA D IBARRA dba WEST-TEX ENTERPRISES	Claims Related to Contracts
MARY LOU COZEAN	Claims Related to Contracts
MASON EZRA LAIRD dba S AND M CRANES LLC	Claims Related to Contracts
MASTER FLOW TECHNOLOGIES LLC dba MFT RESOURCES LLC	Claims Related to Contracts
MASTER RIG INTERNATIONAL LLLP	Claims Related to Contracts
MATEX ACQUISITION LLC	Claims Related to Contracts
MATHERNE INSTRUMENTATION SPECIALISTS INC	Claims Related to Contracts
MATTCO MANUFACTURING INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
MATTHEW E NORTON	Claims Related to Contracts
MATTHEW FITZGERALD	Claims Related to Contracts
MATTHEW LAW	Claims Related to Contracts
MATTHEW SISTRUCK	Claims Related to Contracts
MAYAN RIPPIN dba GLORIOUS LOCKSMITH	Claims Related to Contracts
MCALESTER MEDICAL LLC dba OCCUPATIONAL MEDICINE	Claims Related to Contracts
MCBRIDE CLINIC OCCUPATIONAL HEALTH	Claims Related to Contracts
MCCAFFETY ELECTRIC CO INC	Claims Related to Contracts
McELROY PHYSICAL THERAPY INC	Claims Related to Contracts
MCGRIFF INSURANCE SERVICES, LLC	Claims Related to Contracts
MCKOOL SMITH PC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
MCMASTER CARR SUPPLY CO	Claims Related to Contracts
McNICHOLS COMPANY	Claims Related to Contracts
MCWILLIAMS & SON INC	Claims Related to Contracts
MEA PRIMARY CARE PLUS LLC dba MEA MEDICAL CLINIC	Claims Related to Contracts
MEDEXPRESS URGENT CARE ARKANSAS PA	Claims Related to Contracts
MEDEXPRESS URGENT CARE WEST VIRGINIA	Claims Related to Contracts
MEDIANT COMMUNICATIONS INC	Claims Related to Contracts
MEDICAL FOUNDATION INC dba RUSH MEDICAL GROUP PROF	Claims Related to Contracts
MEDICAL FOUNDATION OF CENTRAL MS INC	Claims Related to Contracts
MEDICAL SURGICAL AND COMPCARE ENVIVA PLLC	Claims Related to Contracts
MELVIN KEITH BREAUX	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
MERCER US INC	Claims Related to Contracts
MERCHANTS INTEGRITY TEST LLC	Claims Related to Contracts
MERCY CLINIC OCCUPATIONAL MEDICINE FORT SMITH	Claims Related to Contracts
MERIT ADVISORS LLC	Claims Related to Contracts
MESQUITE SPECIALIZED SERVICES, LLC	Claims Related to Contracts
METHOD CONSTRUCTION INC	Claims Related to Contracts
MG CLEANERS LLC	Claims Related to Contracts
M-I LLC dba MI SWACO (SCHLUMBERGER TECHNOLOGY)	Claims Related to Contracts
MICHAEL ABEOWAN	Claims Related to Contracts
MICHAEL BURNS	Claims Related to Contracts
MICHAEL GARY	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
MICHAEL J ROMIGH	Claims Related to Contracts
MICHAEL L HARVEY	Claims Related to Contracts
MICHAEL S CLARK dba MIKES MECHANICAL & WELDING LLC	Claims Related to Contracts
MICROSOFT CORPORATION	Claims Related to Contracts
MID STATES OILFIELD MACHINE LLC	Claims Related to Contracts
MIDCENTRAL ENERGY SERVICES LLC	Claims Related to Contracts
MIDDLEMAN MESSENGER	Claims Related to Contracts
MIDLAND CENTRAL APPRAISAL DISTRICT	Claims Related to Contracts
MIDLAND LOCK INC dba MIDLAND LOCK & SAFE SERVICE	Claims Related to Contracts
MIDLAND PHYSICAL THERAPY PC	Claims Related to Contracts
MIDWEST AUTOMATION INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
MIDWEST HOSE & SPECIALTY INC	Claims Related to Contracts
MIDWEST MOTOR SUPPLY CO INC dba KIMBALL MIDWEST	Claims Related to Contracts
MIKE HARWELL	Claims Related to Contracts
MIKE PALMER PETROLEUM SERVICES INC dba PETROLEUM S	Claims Related to Contracts
MILBANK LLP	Claims Related to Contracts
MILLER TUBULAR SERVICES LLC	Claims Related to Contracts
MILLS SHIRLEY LLP	Claims Related to Contracts
MISSISSIPPI DEPARTMENT OF REVENUE	Claims Related to Contracts
MITCHELL H HOGQUIST MD dba CAROLINA OCCUPATIONAL	Claims Related to Contracts
MK HAULING LLC	Claims Related to Contracts
MLS WELDING LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
MOFFETT PRODUCTIONS INC	Claims Related to Contracts
MONEY NOW	Claims Related to Contracts
MONSTER LABORATORIES LLC	Claims Related to Contracts
MONSTER WORLDWIDE INC	Claims Related to Contracts
MONTANA-DAKOTA UTILITIES COMPANY	Claims Related to Contracts
MOODYS INVESTORS SERVICE INC	Claims Related to Contracts
MORALES MACHINE SHOP & TRANSPORTATION LLC	Claims Related to Contracts
MORGAN LEWIS & BOCKIUS LLP	Claims Related to Contracts
MORGAN SYSTEMS INTERNATIONAL INC	Claims Related to Contracts
MORRIS JAMES LLP	Claims Related to Contracts
MOSS ADAMS LLP	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
MOTION INDUSTRIES INC	Claims Related to Contracts
MOUNTRAIL-WILLIAMS ELECTRIC COMPANY	Claims Related to Contracts
MOZY INCORPORATED	Claims Related to Contracts
MSO SEALS & GASKETS INC	Claims Related to Contracts
MT SNOW CONSTRUCTION dba NIMBLE CRANE	Claims Related to Contracts
MUD KING PRODUCTS INC	Claims Related to Contracts
MUD PUMP MAINTENANCE INC	Claims Related to Contracts
MULHOLLAND ENERGY SERVICES	Claims Related to Contracts
MULTI SERVICE TECHNOLOGY SOLUTION INC dba RED WING	Claims Related to Contracts
MUSTANG MACHINERY COMPANY LTD dba MUSTANG CAT	Claims Related to Contracts
MUTT DOG GRAPHICS LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
NABORS DRILLING TECHNOLOGIES USA, INC.	Claims Related to Contracts
NOMADIC OILFIELD SERVICES LLC	Claims Related to Contracts
NORAM DRILLING COMPANY	Claims Related to Contracts
NOVO OIL & GAS NORTHERN DELAWARE, LLC	Claims Related to Contracts
NABORS DRILLING TECHNOLOGIES USA INC	Claims Related to Contracts
NAMCO MACHINE & GEAR WORKS LTD	Claims Related to Contracts
NANCE INTERNATIONAL INC	Claims Related to Contracts
NANCE UNIVERSAL HVACR TECHNICAL SCHOOL	Claims Related to Contracts
NATCHITOCHES PARISH SHERIFFS OFFICE	Claims Related to Contracts
NATCHITOCHES TAX COMMISSION	Claims Related to Contracts
NATIONAL INSPECTION SERVICES LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
NATIONAL OILWELL DHT LP dba MD TOTCO	Claims Related to Contracts
NATIONAL OILWELL VARCO LP (3001) - NOV	Claims Related to Contracts
NATIONAL OILWELL VARCO LP (638) - NOV	Claims Related to Contracts
NATIONAL OILWELL VARCO LP (BRANDT)	Claims Related to Contracts
NATIONAL OILWELL VARCO LP (CEDAR PARK)	Claims Related to Contracts
NATIONAL OILWELL VARCO LP dba MD TOTCO	Claims Related to Contracts
NATIONAL OILWELL VARCO LP dba TUBOSCOPE (NOV)	Claims Related to Contracts
NATIONAL UNION FIRE INSURANCE CO OF PITTSBURGH, PA	Claims Related to Contracts
NAVEX GLOBAL INC	Claims Related to Contracts
NC RECEIVABLES CORP dba KLOECKNER METALS CORP	Claims Related to Contracts
NEATLAND W TX LLC dba W TEXAS COMMERCIAL CLEANING	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
NEMONT	Claims Related to Contracts
NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS	Claims Related to Contracts
NEW MEXICO SECRETARY OF STATE	Claims Related to Contracts
NEW MEXICO TAXATION AND REVENUE DEPT	Claims Related to Contracts
NICK O KELLY dba LAW OFFICES OF NICK OKELLY PLLC	Claims Related to Contracts
NIDEC MOTOR CORPORATION dba HOUMA ARMATURE WORKS	Claims Related to Contracts
NL STEVENS III	Claims Related to Contracts
NO LIMIT WELDING & SERVICES LLC	Claims Related to Contracts
MIDWAY SERVICES LLC	Claims Related to Contracts
HYDRAULIC SYSTEMS INC	Claims Related to Contracts
IRONMAN ENGINE SERVICE LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
CITADEL FIN fbo ROGUE HOTSHOT LLC	Claims Related to Contracts
ADVANCED PRESSURE INC	Claims Related to Contracts
APPLIED MACHINERY CORP	Claims Related to Contracts
ARK-LA-TEX WELDING LLC	Claims Related to Contracts
EAST TEXAS BOP SERVICES INC	Claims Related to Contracts
UPBID LLC	Claims Related to Contracts
GRIDER TRUCKING PARTNERS LLC	Claims Related to Contracts
IEC SYSTEMS LLC	Claims Related to Contracts
TRI STATE OILFIELD SVCS LLC	Claims Related to Contracts
WELL COMPLETIONS LLC	Claims Related to Contracts
BISON TRUCKING LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
GREGG A WOERNER	Claims Related to Contracts
NOAHS SERVICE & SUPPLY LLC	Claims Related to Contracts
NOMADIC OILFIELD SERVICES LLC	Claims Related to Contracts
NORTH BY NORTHWEST PUBLISHING dba STEPINOFF + CROS	Claims Related to Contracts
NORTH DAKOTA - OFFICE OF STATE TAX COMMISSIONER	Claims Related to Contracts
NORTH EAST OIL & GAS LLC	Claims Related to Contracts
NORTH MISSISSIPPI MEDICAL CLINIC INC dba WORKLINK	Claims Related to Contracts
NORTH TEXAS SALES & DIST LLC dba HOTSY EQUIPMENT	Claims Related to Contracts
NORTHERN AIR SYSTEMS INC	Claims Related to Contracts
NORTHWIND AIR & HEATING INC	Claims Related to Contracts
NORTON ROSE FULBRIGHT US LLP	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
NOVA HEALTHCARE PA dba NOVA MEDICAL CENTERS	Claims Related to Contracts
NRG ENERGY INC dba RELIANT ENERGY RETAIL SVCS LLC	Claims Related to Contracts
NUCH OF MICHIGAN INC dba MEDPOST URGENT CARE	Claims Related to Contracts
NWC SERVICES, LLC	Claims Related to Contracts
NWN CORPORATION LLC	Claims Related to Contracts
NYSE MARKET (DE) INC	Claims Related to Contracts
O & C EQUIPMENT INC aka OPEN & CLOSE EQUIPMENT INC	Claims Related to Contracts
OAK RIDGE FINANCIAL GROUP INC	Claims Related to Contracts
OAKS PRECISION FABRICATING INC	Claims Related to Contracts
OCCUCARE INTERNATIONAL LAFAYETTE LLC	Claims Related to Contracts
OCCUPATIONAL HEALTH CENTERS OF KS PA dba CONCENTRA	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
OCCUPATIONAL HEALTH CENTERS OF SW PA dba CONCENTRA	Claims Related to Contracts
OCCUPATIONAL HEALTH CENTERS OF SW PA dba CONCENTRA	Claims Related to Contracts
OCCUPATIONAL HEALTH SOLUTIONS INC dba CANOPY EMPL	Claims Related to Contracts
OCCUPATIONAL MEDICINE CLINIC OF SOUTH LOUISIANA	Claims Related to Contracts
ODESSA PHYSICAL THERAPY PC	Claims Related to Contracts
ODP BUSINESS SOLUTIONS LLC aka OFFICE DEPOT LLC	Claims Related to Contracts
O'DRILL MCM INC	Claims Related to Contracts
OES OILFIELD SERVICES (USA) INC	Claims Related to Contracts
OFFICE SYSTEMS OF TEXAS	Claims Related to Contracts
OFFICE TEAM	Claims Related to Contracts
OGLETREE DEAKINS NASH SMOAK & STEWART PC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
OHIO BUREAU OF WORKERS COMPENSATION	Claims Related to Contracts
OHIO DEPARTMENT OF TAXATION	Claims Related to Contracts
OHIO MACHINERY COMPANY INC dba OHIO CAT	Claims Related to Contracts
OHIO SECRETARY OF STATE	Claims Related to Contracts
OIL COUNTRY ENGINEERING SERVICES LTD	Claims Related to Contracts
OIL COUNTRY MEDIA	Claims Related to Contracts
OIL CUP GOLF, LLC	Claims Related to Contracts
OIL PATCH GROUP INC PC CENTURION US RENTALS & SVCS	Claims Related to Contracts
OIL PATCH SANDBLAST & PAINT LTD	Claims Related to Contracts
OILFIELD INDUSTRIAL SUPPLY LLC	Claims Related to Contracts
OILFIELD TECHNICAL SERVICES LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
OKLAHOMA COUNTY TREASURER	Claims Related to Contracts
OKLAHOMA GAS & ELECTRIC COMPANY aka OG & E	Claims Related to Contracts
OKLAHOMA TAX COMMISSION	Claims Related to Contracts
OLIVER WYMAN ACTUARIAL CONSULTING INC	Claims Related to Contracts
OMC POWER SYSTEMS INC dba OILFIELD MOTOR & CONTROL	Claims Related to Contracts
OMEGA ENGINEERING INC	Claims Related to Contracts
ON POINT ENERGY LLC	Claims Related to Contracts
ONSOLVE LLC aka SWN COMMUNICATION	Claims Related to Contracts
ONYX CONTRACTORS OPERATIONS LP	Claims Related to Contracts
OPTIMAL INTEGRATION LLC	Claims Related to Contracts
O'REILLY AUTO PARTS	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
ORIGINAL SERVICES INC	Claims Related to Contracts
OTC MARKETS GROUP INC	Claims Related to Contracts
OTTERBOURG PC	Claims Related to Contracts
GAFFNEY KROESE ELEC SUPPLY CORP	Claims Related to Contracts
OUT OF POCKET EXPENSES	Claims Related to Contracts
ONE OILFIELD	Claims Related to Contracts
PALMER JOHNSON POWER SYSTEMS LLC	Claims Related to Contracts
PARCOP S.R.L. dba WIAUTOMATION	Claims Related to Contracts
PARISH OF DESOTO	Claims Related to Contracts
PARISH OF WEBSTER SHERIFF JASON PARKER	Claims Related to Contracts
PARKER HANNIFIN CORP	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
PASON SYSTEMS USA CORPORATION	Claims Related to Contracts
PATHFINDER INSPECTIONS & FIELD SERVICES LLC	Claims Related to Contracts
PATHFINDER MACHINE & REPAIR LLC	Claims Related to Contracts
PATRICK CLAWSON DC dba CLAWSON CHIROPRACTIC CLINIC	Claims Related to Contracts
PATRICK LAIRD	Claims Related to Contracts
PATRICK MALONE (PLUMBING)	Claims Related to Contracts
PATRIOT FREIGHT GROUP	Claims Related to Contracts
PATTERSON SERVICES INC aka RPC INC	Claims Related to Contracts
PAUL D REED dba REED CHIROPRACTIC CLINIC	Claims Related to Contracts
PAYZONE ENERGY SERVICES LLC	Claims Related to Contracts
PCTEL INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
PEARL MEYER	Claims Related to Contracts
PEC PREMIER SAFETY OPERATIONS LLC	Claims Related to Contracts
PECOS COUNTY TAX OFFICE - SANTA S ACOSTA	Claims Related to Contracts
PELICAN PHYSICIAN SERVICES dba PELICAN URGENT CARE	Claims Related to Contracts
PENN POWER	Claims Related to Contracts
PEREGRINE ADDITIVES & LUBES LLC	Claims Related to Contracts
PERFORMANCE ENHANCEMENT GROUP LTD	Claims Related to Contracts
PERFORMANCE PULSATION CONTROL	Claims Related to Contracts
PERKINS COIE LLP	Claims Related to Contracts
PERMIAN BASIN CHAPTER API	Claims Related to Contracts
PERMIAN ELECTRICAL RESOURCES	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
PERMIAN EQUIPMENT RENTALS LLC	Claims Related to Contracts
PERMIAN MACHINERY MOVERS INC	Claims Related to Contracts
PERMIAN POWER TONG INC	Claims Related to Contracts
PETRO GASOHOL DRILLING EQUIPMENT & SERVICES INC	Claims Related to Contracts
PETRO MECHANICAL SERVICES LLC	Claims Related to Contracts
PETROFAC INC	Claims Related to Contracts
PETROLEUM MACHINERY INC	Claims Related to Contracts
PETROLEUM OIL TOOLS INC	Claims Related to Contracts
PGX SUPPLY LLC	Claims Related to Contracts
PH LODGING TOMBALL LLC dba HOLIDAY INN EXPRESS TOM	Claims Related to Contracts
PH LODGING WILLOWBROOK dba STAYBRIDGE SUITES	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
PHC FLUID POWER LLC dba PNEUMATIC AND HYDRAULIC CO	Claims Related to Contracts
PHILIP CHOYCE	Claims Related to Contracts
PHILIP DALRYMPLE	Claims Related to Contracts
PHILLIP D SHERIDAN dba ENERGY POINT RESEARCH INC	Claims Related to Contracts
PHILLIP SCOTT SEMRAD dba C & S STRING UP SERVICES	Claims Related to Contracts
PHYNET INC dba OCCUPATIONAL CARE TEAM	Claims Related to Contracts
PICKETTS USED EQUIPMENT LLC	Claims Related to Contracts
PIETRAGALLO GORDON ALFANO BOSICK & RASPANTI LLP	Claims Related to Contracts
PILOT THOMAS LOGISTICS LLC	Claims Related to Contracts
PINKERTON SALES INC	Claims Related to Contracts
PINNACLE INDUSTRIES LTD	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
PIPER SANDLER & CO	Claims Related to Contracts
PITNEY BOWES EASY PERMIT POSTAGE	Claims Related to Contracts
PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	Claims Related to Contracts
PITNEY BOWES INC	Claims Related to Contracts
PIVOT PAYABLES INC	Claims Related to Contracts
PIVOTAL PROTECTION INC	Claims Related to Contracts
PLANT MACHINERY INC	Claims Related to Contracts
PLATFORM GROUP LIMITED dba IRWIN	Claims Related to Contracts
PLATINUM OILFIELD SERVICE LLC	Claims Related to Contracts
PONDEROSA PRECISION PLASTICS INC	Claims Related to Contracts
POTTER ANDERSON & CORROON LLP	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
PPG ARCGITECTURAL FINISHES INC dba PROTECTIVE MA	Claims Related to Contracts
PR NEWSWIRE ASSOCIATION LLC	Claims Related to Contracts
PRAXAIR DISTRIBUTION INC	Claims Related to Contracts
PRECISION HYDRAULIC TECHNOLOGY INC	Claims Related to Contracts
PREMIER MEDICAL GROUP PC	Claims Related to Contracts
PREMIER PIPE INSPECTION LLC	Claims Related to Contracts
PREMIER SAFETY & SERVICE	Claims Related to Contracts
PREMIER WELL SERVICE INC	Claims Related to Contracts
PREMIUM OILFIELD TECHNOLOGIES LLC	Claims Related to Contracts
PRENG & ASSOCIATES LLC	Claims Related to Contracts
PRESCOUTER DX LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
PRICEWATERHOUSECOOPERS LLP	Claims Related to Contracts
PRIMARY HEALTH INC dba CARENOW	Claims Related to Contracts
PRIME CAPITAL INVESTMENT ADVISORS LLC	Claims Related to Contracts
PRINTING COMMUNICATIONS INC	Claims Related to Contracts
PRO MED JOBCARE	Claims Related to Contracts
PRO TEAM PAINTERS LLC	Claims Related to Contracts
PRODUCERS SUPPLY COMPANY INC	Claims Related to Contracts
PROFESSIONAL HEALTH EXAMINERS INC dba PROHEALTH	Claims Related to Contracts
PROFESSIONAL SECURITY INC dba CENTURION SECURITY	Claims Related to Contracts
PROGRESSIVE BUSINESS PUBLICATIONS	Claims Related to Contracts
PROGRESSIVE HEALTHCARE INC dba MONROE MEDICAL CLIN	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
PROSERV CRANE & EQUIP INC dba PROSERV CRANE GROUP	Claims Related to Contracts
PROSTAR	Claims Related to Contracts
PRO-TEC INSPECTION INC	Claims Related to Contracts
PROVIDENT LIFE AND ACCIDENT dba UNUM	Claims Related to Contracts
PRUITT TOOL & SUPPLY CO INC	Claims Related to Contracts
PSS INDUSTRIAL GROUP dba INDUSTRIAL AIR TOOL	Claims Related to Contracts
PSS INDUSTRIAL GROUP dba SAM WINER MOTORS	Claims Related to Contracts
PSYCHEMEDICS CORPORATION	Claims Related to Contracts
PT WELDING & FABRICATING	Claims Related to Contracts
PTC INC	Claims Related to Contracts
PTW ENERGY SERVICES INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
PUBLIC COMPANY ACCOUNTING OVERSIGHT BOARD	Claims Related to Contracts
PURVIS INDUSTRIES LTD dba NATIONAL PETROLEUM	Claims Related to Contracts
PALOMA NATURAL GAS, LLC	Claims Related to Contracts
PALOMA PERMIAN ASSETCO, LLC	Claims Related to Contracts
PENN TRANSPORT	Claims Related to Contracts
PETROHAWK ENERGY CORPORATION	Claims Related to Contracts
PETRO-HUNT PERMIAN, LLC	Claims Related to Contracts
PETRO PEAK OPERATING, LLC	Claims Related to Contracts
PINE WAVE ENERGY PARTNERS	Claims Related to Contracts
PRIMEXX OPERATING CORPORATION	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
POWER AND COMPRESSION SALES INC.	Claims Related to Contracts
POWER DRIVE SUPPLY LLC	Claims Related to Contracts
POWER OF GRACE TRUCKING LLC	Claims Related to Contracts
Q-MATION INC	Claims Related to Contracts
QUALITAS OILFIELD SERVICES INC	Claims Related to Contracts
QUALITY CUSTOM BROKERS INC	Claims Related to Contracts
QUALITY MAT COMPANY	Claims Related to Contracts
QUAN LAW GROUP PLLC	Claims Related to Contracts
QUELL PETROLEUM INC dba MONAHANS NIPPLE-UP SERVICE	Claims Related to Contracts
QUICKSILVER LLC dba FORTENBERRY FABRICATION SUPPLY	Claims Related to Contracts
QUINCY COMPRESSOR LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
QUINN DINH dba ABSOQMATION LLC	Claims Related to Contracts
R & D STRUCTURAL AND MARINE ENGINEERING LLC	Claims Related to Contracts
R AND J TECHNICAL SERVICES LLC	Claims Related to Contracts
R LUTES INC	Claims Related to Contracts
RA HODGSON INDUSTRIAL DESIGN LTD	Claims Related to Contracts
RABB TRUCKING AND OILFIELD SERVICES LLC	Claims Related to Contracts
RAM WINCH & HOIST LTD	Claims Related to Contracts
RANDLE CASEY SHACKELFORD	Claims Related to Contracts
RANDY ALLEN	Claims Related to Contracts
RANGER OILFIELD PRODUCTS LLC	Claims Related to Contracts
RANSHAW ENTERPRISES LLC dba RAVEN OILFIELD RENTALS	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
RAPTOR EQUIPMENT RENTALS & SERVICES LLC	Claims Related to Contracts
RAUL CORRALEZ dba DOUBLE R WELDING	Claims Related to Contracts
RAUL REZA	Claims Related to Contracts
RAYMOND WOLF	Claims Related to Contracts
RAZOR SPECIALTIES LLC	Claims Related to Contracts
RDL TRANSPORTATION INC	Claims Related to Contracts
RDT INC	Claims Related to Contracts
READ ICE INC	Claims Related to Contracts
READY REFRESH BY NESTLE	Claims Related to Contracts
REAGAN COUNTY TAX OFFICE	Claims Related to Contracts
RECAPTURE ENERGY TECHNOLOGY & SOLUTIONS LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
RED CLAW LLC dba GULF ELECTROQUIP LTD	Claims Related to Contracts
RED RIVER OILFIELD SERVICES LLC	Claims Related to Contracts
RED RIVER PARISH - GLEN EDWARDS TAX ASSESSOR COLL	Claims Related to Contracts
RED RIVER TAX AGENCY	Claims Related to Contracts
RED STONE OPERATIONS INC	Claims Related to Contracts
RED WING BRANDS OF AMERICA INC	Claims Related to Contracts
REDS SATELLITE SERVICES CORPORATION	Claims Related to Contracts
REFINITIV US LLC	Claims Related to Contracts
REGUS MANAGEMENT GROUP LLC	Claims Related to Contracts
REHAB PLUS THERAPEUTIC PRODUCTS INC dba RPS MANUF	Claims Related to Contracts
RELIANCE MEDICAL GROUP LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
RENEE KOCH	Claims Related to Contracts
RENEGADE INTERNATIONAL LLC	Claims Related to Contracts
REPUBLIC SERVICES INC dba REPUBLIC WASTE SERVICES	Claims Related to Contracts
RESOURCE ENERGY EQUIPMENT LLC	Claims Related to Contracts
REUBEN WARNER ASSOCIATES INC	Claims Related to Contracts
REXEL SUMMERS aka REXEL USA INC	Claims Related to Contracts
REXEL USA INC	Claims Related to Contracts
RHINO SPECIALTY SERVICE LLC	Claims Related to Contracts
RICE ELECTRIC CO INC	Claims Related to Contracts
RICHARD CHERRY	Claims Related to Contracts
RICHARD COREY HUBER	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
RICHARD DUDGEON INC	Claims Related to Contracts
RICHARD S CIHANOWYZ	Claims Related to Contracts
RICOH USA INC	Claims Related to Contracts
RICOH USA INC	Claims Related to Contracts
RIG FABRICATION & REPAIR INC dba RED FOX	Claims Related to Contracts
RIG MOBILITY INC	Claims Related to Contracts
RIG RUNNERS INC dba RIG RUNNER	Claims Related to Contracts
RIG SERVICES INC dba PFL SUPPLY INC	Claims Related to Contracts
RIG TECHNICAL SERVICES LLC	Claims Related to Contracts
RIGSMART SYSTEMS INC	Claims Related to Contracts
RILEY KELLER ALDERETE GONZALES, P.A.	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
RING2 COMMUNICATIONS LLC	Claims Related to Contracts
RIVER HEALTHCARE INC dba PRIME OCCUPATIONAL MEDICI	Claims Related to Contracts
RK PIPE & SUPPLY LLC	Claims Related to Contracts
ROBERT ANDERSON dba ANDERSON REMODELING & CONSTRUC	Claims Related to Contracts
ROBERT HALF INTERNATIONAL INC	Claims Related to Contracts
ROBERT P TAMBURRINO	Claims Related to Contracts
ROBINHOOD MARKETS INC dba SAY TECHNOLOGIES LLC	Claims Related to Contracts
ROBINSON & ASSOCIATES PC dba OCCUMED	Claims Related to Contracts
ROBINSON VARGAS	Claims Related to Contracts
ROD AND TUBING SERVICES, LLC	Claims Related to Contracts
RODGERS AND HANSON INC dba SUMMIT SUPPLY	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
RODNEY'S RESTORATIONS LLC dba SUDDEN IMPACT COLLIS	Claims Related to Contracts
ROGER A SOAPE INC	Claims Related to Contracts
ROLFSON OIL LLC	Claims Related to Contracts
ROSE ROCK ENVIRONMENTAL SERVICES LLC	Claims Related to Contracts
ROY GARCIA ALMENDAREZ dba RCRJ'S HANDYMAN SERVICES	Claims Related to Contracts
ROY HARDING dba ROGUE FIELD SERVICE LLC	Claims Related to Contracts
ROYAL SERVICE & RENTALS INC	Claims Related to Contracts
RR DONNELLEY & SONS COMPANY dba RR DONNELLEY	Claims Related to Contracts
RSM US LLP	Claims Related to Contracts
RSS TEXAS FIREHAWK LLC	Claims Related to Contracts
RTS FINANCIAL aka TROPHY TRUCKING SVCS	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
RUBBER STAMPS UNLIMITED INC	Claims Related to Contracts
RUHTER & REYNOLDS	Claims Related to Contracts
RUN-N-GUN ADVENTURES LLC	Claims Related to Contracts
RUS INDUSTRIAL LLC	Claims Related to Contracts
RUSH MEDICAL FOUNDATION aka OCHSNER RUSH HEALTH	Claims Related to Contracts
RUSSELL EXTERIOR LLC	Claims Related to Contracts
RYAN LLC	Claims Related to Contracts
RYAN TODD RICHELS dba UNIVERSAL TECHNICAL ENERGY	Claims Related to Contracts
RANGER OILFIELD PRODUCTS, LLC	Claims Related to Contracts
RAVEN FOREST OPERATING, LLC	Claims Related to Contracts
RELIANCE ENERGY, INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
REVENIR ENERGY INC.	Claims Related to Contracts
REX ENERGY	Claims Related to Contracts
ROCKCLIFF ENERGY OPERATING, LLC	Claims Related to Contracts
RSP PERMIAN LLC	Claims Related to Contracts
SANTO PETROLEUM, LLC	Claims Related to Contracts
SEM OPERATING COMPANY LLC	Claims Related to Contracts
SILVER HILL ENERGY PARTNERS III, LLC	Claims Related to Contracts
SG CYPRESS REAL ESTATE VENTURES I LP	Claims Related to Contracts
SG INTERESTS	Claims Related to Contracts
SN EF MAVERICK, LLC	Claims Related to Contracts
SOLARIS WATER MIDSTREAM, LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
STRATA PRODUCTION COMPANY	Claims Related to Contracts
SWN PRODUCTION (LOUISIANA), LLC	Claims Related to Contracts
SABINE PARISH SALES & USE TAX COMMISSION	Claims Related to Contracts
SABINE PARISH SHERIFFS OFFICE	Claims Related to Contracts
SAFESHRED INC	Claims Related to Contracts
SAFESITE INC	Claims Related to Contracts
SAFETYSKILLS LLC	Claims Related to Contracts
SAFI QUALITY SOFTWARE INC aka SAFI STRUCTURAL TECH	Claims Related to Contracts
SALESFORCE.COM INC	Claims Related to Contracts
SAMUEL ANTHONY BARON dba TRUE TECS LLC	Claims Related to Contracts
SANCHEZ ENERGY CORPORATION	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
SANJAN LLC	Claims Related to Contracts
SARAH KELLY-CROWE	Claims Related to Contracts
SATELLITE RECEPTION SPECIALISTS INC	Claims Related to Contracts
SAWYER SYSTEMS LLC	Claims Related to Contracts
SAYLOR SAFE & LOCK INC	Claims Related to Contracts
SCHLUMBERGER RIG TECHNOLOGY INC	Claims Related to Contracts
SCHLUMBERGER TECHNOLOGY CORPORATION	Claims Related to Contracts
SCOTT KELLER	Claims Related to Contracts
SCOTT STACY HALL dba HALL & ASSOCIATES SERVICE GRP	Claims Related to Contracts
SEARCY CLEANING INC	Claims Related to Contracts
SECREST DISPOSAL COMPANY	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
SECURITIES & EXCHANGE COMMISSION	Claims Related to Contracts
SELID PLUMBING and HEATING INC	Claims Related to Contracts
SENTRY PUMPING UNITS INTERNATIONAL INC	Claims Related to Contracts
SES HOLDINGS LLC dba PEAK OILFIELD SERVICE RENTALS	Claims Related to Contracts
SG CYPRESS REAL ESTATE VENTURES I LP	Claims Related to Contracts
SHANEDA ELECTRIC INC	Claims Related to Contracts
SHANEDA MACHINE INC	Claims Related to Contracts
SHEAKLEY UNISERVICE INC	Claims Related to Contracts
SHELDON ISD TAX OFFICE	Claims Related to Contracts
SHELLI C ELLIS dba EAST TEXAS DRUG TESTING	Claims Related to Contracts
SHERMAN MACDONALD MD dba SHERMAN MEDICAL	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
SHERMCO INDUSTRIES INC	Claims Related to Contracts
SHI INTERNATIONAL CORP dba SHI	Claims Related to Contracts
SHIPMAN & GOODWIN LLP	Claims Related to Contracts
SHRED IT USA INC	Claims Related to Contracts
SIDOTI & COMPANY LLC	Claims Related to Contracts
SIDOTI EVENTS LLC	Claims Related to Contracts
SIENA LENDING GROUP LLC	Claims Related to Contracts
SIMMONS MACHINE WORKS INC	Claims Related to Contracts
SIMON PRINTING COMPANY	Claims Related to Contracts
SIMONS PETROLEUM INC	Claims Related to Contracts
SINGLE INTEGRATED OPERATING PORTAL dba OILPRO	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
SIRIUS SOLUTIONS LLLP	Claims Related to Contracts
SKIPPER INDUSTRIES	Claims Related to Contracts
SKYWORKS LLC	Claims Related to Contracts
SLOAN ENERGY SERVICES LLC	Claims Related to Contracts
SMART CONTROL dba HOTSY	Claims Related to Contracts
SMART OILFIELD SERVICES LLC	Claims Related to Contracts
SMITH INTERNATIONAL INC (SCHLUMBERGER TECHNOLOGY)	Claims Related to Contracts
SMITH LAYDOWN AND CASING SERVICES LLC	Claims Related to Contracts
SMITH MASON AND COMPANY LLC	Claims Related to Contracts
SMITH OILFIELD ENTERPRISES	Claims Related to Contracts
SOFTWARE SYSTEMS PTY LTD	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
SOLBERG CHILDREN'S 2007 TRUST	Claims Related to Contracts
SOLBERG ENTERPRISES, INC.	Claims Related to Contracts
BRIDGES RENTAL INC	Claims Related to Contracts
PERMIAN TRUCKING & RENTALS LLC	Claims Related to Contracts
SOLID LIBERTY SERVICES LLC	Claims Related to Contracts
SOLOMON EDWARDS GROUP LLC	Claims Related to Contracts
SOURCE ONE ENGINE EQUIPMENT LLC	Claims Related to Contracts
SOUTH CENTRAL ELECTRIC LLC	Claims Related to Contracts
SOUTH TEXAS URGENT CARE CENTER	Claims Related to Contracts
SOUTHEAST WATER ASSN	Claims Related to Contracts
SOUTHEASTERN FREIGHT LINES INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
SOUTHERLAND INDUSTRIES INC	Claims Related to Contracts
SOUTHERN CONNECTIONS & SERVICES INC	Claims Related to Contracts
SOUTHERN ROLLER LLC	Claims Related to Contracts
SOUTHERN TIRE MART LLC	Claims Related to Contracts
SOUTHWEST MEDICAL IMAGING PA	Claims Related to Contracts
SOUTHWEST OILFIELD PRODUCTS INC	Claims Related to Contracts
SOUTHWESTERN ELECTRIC POWER COMPANY dba AEP SWEPCO	Claims Related to Contracts
SPARTAN STRUCTURES LLC	Claims Related to Contracts
SPEIGHTS STINSON CORTINAS MCDONALD LLC dba THE CEN	Claims Related to Contracts
SPM OIL & GAS PC LLC	Claims Related to Contracts
SPMG SIGNATURE PAMPA MEDICAL GROUP dba PAMPA MEDIC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
SPRING BRANCH ISD - TAX ASSESSOR COLLECTOR	Claims Related to Contracts
SPRINT SOLUTIONS INC dba SPRINT	Claims Related to Contracts
SRP ENVIRONMENTAL LLC	Claims Related to Contracts
SSHCOF II WILLOWBROOK LLC	Claims Related to Contracts
ST FRANCIS MEDICAL CENTER INC dba FMOL HEALTH SYS	Claims Related to Contracts
STACY DURBIN NIEUWOUDT	Claims Related to Contracts
STALLION INFRASTRUCTURE SERVICES LLC	Claims Related to Contracts
STANCIL PROPERTY TAX LLC	Claims Related to Contracts
STAR PIPE SERVICE INC	Claims Related to Contracts
STARTEX SOFTWARE LLC dba EHS INSIGHT	Claims Related to Contracts
STATE OF ALABAMA DEPARTMENT OF REVENUE	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
STATE OF ARKANSAS - DEPT OF FINANCE AND ADMIN	Claims Related to Contracts
STATE OF DELAWARE	Claims Related to Contracts
STAYBRIDGE SUITES - HOUSTON WILLOWBROOK	Claims Related to Contracts
STEPHANIE SCHULTZ dba AUTOMATION TECHNICAL SERVICE	Claims Related to Contracts
STERICYCLE INC dba SHRED-IT	Claims Related to Contracts
STERLING CRANE LLC	Claims Related to Contracts
STERLING FIRST AID & SAFETY SUPPLY INC	Claims Related to Contracts
STEVE WEBSTER	Claims Related to Contracts
STEVEN POLK	Claims Related to Contracts
STEVEN R STROM dba ODINBROOK GLOBAL ADVISORS LLC	Claims Related to Contracts
STEVIONTE PRESTAGE	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
STI, LLC dba SOUTHERN TOOL INSPECTION	Claims Related to Contracts
STITCH GOLF HOLDINGS INC	Claims Related to Contracts
STONE LOUGHLIN & SWANSON LLP	Claims Related to Contracts
STONEGATE CAPITAL PARTNERS INC	Claims Related to Contracts
STOPDROP TOOLING LLC	Claims Related to Contracts
STRASNER SAFETY SOLUTIONS LLC dba SAFETY SOLUTIONS	Claims Related to Contracts
STRESS ENGINEERING SERVICES INC	Claims Related to Contracts
STRIKER DESIGN SOLUTIONS	Claims Related to Contracts
STRING UP TRUCKS INC	Claims Related to Contracts
STROX SYSTEMS LLC	Claims Related to Contracts
SUDDEN SERVICE INC dba TAYLOR SUDDEN SERVICE INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
SULZER TURBO SERVICES NEW ORLEANS INC	Claims Related to Contracts
SUMMIT ELECTRIC SUPPLY CO INC	Claims Related to Contracts
SUMMIT FENCE NORTH INC	Claims Related to Contracts
SUN LIFE ASSURANCE COMPANY OF CANADA	Claims Related to Contracts
SUNBELT FINANCE aka KENT BUCKNER dba BUCKNERS WELD	Claims Related to Contracts
SUNBELT RENTALS INC	Claims Related to Contracts
SUNCOAST RESOURCES INC	Claims Related to Contracts
SUNSTATE EQUIPMENT CO LLC	Claims Related to Contracts
SUPERIOR HYDRAULICS SERVICES LLC	Claims Related to Contracts
SW BANK FACTORING aka HUGHES OILFIELD	Claims Related to Contracts
T & T ENGINEERING SERVICE INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
T & V ELECTRIC RIG SERVICE INC	Claims Related to Contracts
T GARY FITTS SR	Claims Related to Contracts
T SCOTT HOLSTEAD	Claims Related to Contracts
T-3 STRING UP LLC	Claims Related to Contracts
TAHLEQUAH MEDICAL GROUP	Claims Related to Contracts
TAKOMA REGIONAL dba BHMA OCCUPATIONAL MEDICINE	Claims Related to Contracts
TAM COOKERS INC	Claims Related to Contracts
TANMAR RENTALS LLC	Claims Related to Contracts
TASC-CLIENT INVOICES	Claims Related to Contracts
TAURO WELDING SERVICE LLC	Claims Related to Contracts
TAURUS SERVICE & SUPPLY LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
TCI CASING SPECIALTIES LLC	Claims Related to Contracts
TDJ OILFIELD SERVICES LLC	Claims Related to Contracts
TECH SAFETY LINES INC	Claims Related to Contracts
TEGELER OILFIELD SERVICES INC	Claims Related to Contracts
TEGUAR CORPORATION	Claims Related to Contracts
TERESA HOPPER	Claims Related to Contracts
TERMINIX INTERNATIONAL dba TERMINIX COMMERCIAL	Claims Related to Contracts
TESCO CORP	Claims Related to Contracts
TESSALINK LP dba INFOCHIP LP	Claims Related to Contracts
TEXAN TUBE AND METAL LLC	Claims Related to Contracts
TEXAS AIR HYDRAULIC SERVICE AND SUPPLY INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY	Claims Related to Contracts
TEXAS FENCE COMPANY	Claims Related to Contracts
TEXAS FIRST INDUSTRIAL CORPORATION INC	Claims Related to Contracts
TEXAS FUELING SERVICES INC	Claims Related to Contracts
TEXAS INTERNATIONAL OILFIELD TOOLS LTD	Claims Related to Contracts
TEXAS IRON AND METAL COMPANY	Claims Related to Contracts
TEXAS OILPATCH SERVICES LLC	Claims Related to Contracts
TEXAS RADIOS LLC	Claims Related to Contracts
TEXAS REBEL TRANSPORT INC dba RINGCO	Claims Related to Contracts
TEXAS SENSORS AND CONTROLS LLC	Claims Related to Contracts
TEXAS STAIRS AND RAILS INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
TEXAS STEEL CONVERSION INC	Claims Related to Contracts
TEXAS T OILFIELD SERVICES LLC	Claims Related to Contracts
TEXAS TIERRA I LTD	Claims Related to Contracts
TEXAS TORQUE TURN OILFIELD SERVICES, LLC	Claims Related to Contracts
TEXAS WEST BOP SALES AND SERVICE	Claims Related to Contracts
THE AGUIRRE LAW FIRM PLLC	Claims Related to Contracts
THE AKEELI GROUP LLC dba INFOFAX LLC	Claims Related to Contracts
THE COMPANY CLINIC OF LOUISIANA LLC	Claims Related to Contracts
THE FUENTES FIRM PC	Claims Related to Contracts
THE HARTFORD LIFE & ACCIDENT INSURANCE GROUP	Claims Related to Contracts
THE HEALTH CARE AUTHORITY OF NORTH ALABAMA dba HEA	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
THE IOGA FOUNDATION dba INT'L OILMEN'S GOLF ASSOC	Claims Related to Contracts
THE MARCUS CORPORATION dba SATELLITE TV AND SOUND	Claims Related to Contracts
THE MEY FAMILY LIVING TRUST	Claims Related to Contracts
THE NUT PLACE	Claims Related to Contracts
THE RAND GROUP LLC	Claims Related to Contracts
THE SOS GROUP INC	Claims Related to Contracts
THE TEXAS STATE COMPTROLLER	Claims Related to Contracts
THE TINSLEY GROUP LLC	Claims Related to Contracts
THERAPEUTIC PARTNERS OF TEXAS PPLC	Claims Related to Contracts
THIGPEN ENERGY LLC	Claims Related to Contracts
THOMAS BATES	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
THOMAS BRANDON LA LANNE dba LA LANNE PROCESS CONSU	Claims Related to Contracts
THOMAS M MOLONEY dba NUECES OCCUPATIONAL MEDICINE	Claims Related to Contracts
THOMAS MILLIKIN	Claims Related to Contracts
THOMAS REPROGRAPHICS INC	Claims Related to Contracts
THOMSON REUTERS	Claims Related to Contracts
THOMSON REUTERS (TAX & ACCOUNTING) INC	Claims Related to Contracts
THS PHYSICIAN PARTNERS INC dba ASHTON MEDICAL	Claims Related to Contracts
TIFCO INDUSTRIES INC	Claims Related to Contracts
TIGER INDUSTRIAL RENTALS LLC	Claims Related to Contracts
TIMCO BLASTING AND COATINGS INC	Claims Related to Contracts
TITANIA DRILLING LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
T-MOBILE USA INC	Claims Related to Contracts
TNT CRANE & RIGGING INC	Claims Related to Contracts
TODD CHILDERS dba CHILDERS TRUCKING	Claims Related to Contracts
TOFS LLC dba TOTAL OILFIELD SERVICES	Claims Related to Contracts
TOGA FOUNDATION	Claims Related to Contracts
TOM MILLIKIN	Claims Related to Contracts
TOMBALL ISD TAX OFFICE - KEN E ANDREWS & CO	Claims Related to Contracts
TONY COOK CONSTRUCTION LLC	Claims Related to Contracts
TOPPAN MERRILL USA INC dba TOPPAN MERRILL LLC	Claims Related to Contracts
TOPS IN EMERGENCY RESPONSE INC	Claims Related to Contracts
TOSHIBA FINANCIAL SERVICES	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
TOTAL DEPTH TOOLS & SUPPLY	Claims Related to Contracts
TOTAL EQUIPMENT COMPANY	Claims Related to Contracts
TOTAL OILFIELD EQUIPMENT & SUPPLY LLC	Claims Related to Contracts
TOTAL RIGTOOLS CORPORATION	Claims Related to Contracts
TOTAL SAFETY US INC	Claims Related to Contracts
TOTAL SERVICE SUPPLY LP	Claims Related to Contracts
TOWN OF COUSHATTA	Claims Related to Contracts
TOWN OF POCOLA	Claims Related to Contracts
TRAHAN KORNEGAY PARTNERS LLP	Claims Related to Contracts
TRAVIS G FITTS JR	Claims Related to Contracts
TREND SERVICES INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
TRENT TOUPS dba AIRCARE HEATING & COOLING SERVICES	Claims Related to Contracts
TRI-CITY EXPRESS CARE PLLC dba FASTMED URGENT CARE	Claims Related to Contracts
TRIFECTA OILFIELD SERVICES LLC	Claims Related to Contracts
TRIGPOINT SOLUTIONS INC	Claims Related to Contracts
TRIPLE S STEEL HOLDINGS dba SHAMROCK STEEL SALES	Claims Related to Contracts
TRIPLE S STEEL HOLDINGS INC dba INTSEL STEEL DIST	Claims Related to Contracts
TSC MANUFACTURING AND SUPPLY LLC	Claims Related to Contracts
TUBOSCOPE	Claims Related to Contracts
TUBULAR STEEL INC	Claims Related to Contracts
TULSA EMERGENCY MEDICAL CENTER INC dba ACCESS	Claims Related to Contracts
TUMIM STONE CAPITAL LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
TUNKHANNOCK HOSPITAL COMPANY LLC dba TYLER MEMORI	Claims Related to Contracts
TUSCALOOSA MEDCENTER SOUTH P.C	Claims Related to Contracts
TWISTER DRILLING TOOLS LLC dba TRIUMPH DOWNHOLE SE	Claims Related to Contracts
TWO BIT RENTALS INC dba CHAMLEY PIPE & SALVAGE	Claims Related to Contracts
TWOPRO ENERGY SERVICES LLC	Claims Related to Contracts
TXU ENERGY	Claims Related to Contracts
TXU ENERGY RETAIL COMPANY LLC	Claims Related to Contracts
TYCO GLOBAL FINANCIAL SOLUTIONS	Claims Related to Contracts
TYCO INTEGRATED SECURITY LLC	Claims Related to Contracts
TELLURIAN OPERATING LLC	Claims Related to Contracts
TEXEGY LAND LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
TEXAS AMERICAN RESOURCES COMPANY	Claims Related to Contracts
TOTAL DEPTH TOOLS LLC	Claims Related to Contracts
TRP ENERGY	Claims Related to Contracts
TRINITY GAS STORAGE, LLC	Claims Related to Contracts
TRISTATE OILFIELD SERVICES	Claims Related to Contracts
TRIPLE CROWN RESOURCES LLC	Claims Related to Contracts
TRACKER RESOURCE DEVELOPMENT	Claims Related to Contracts
UNICO INCORPORATED	Claims Related to Contracts
UNIFIRST CORPORATION	Claims Related to Contracts
UNISHIPPERS	Claims Related to Contracts
UNITAS GLOBAL INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
UNITED AMERICAN SECURITY LLC	
UNITED DYNAMIC SERVICES LLC	Claims Related to Contracts
UNITED PARCEL SERVICE	Claims Related to Contracts
UNITED RENTALS (NORTH AMERICA) INC	Claims Related to Contracts
UNITED SITE SERVICES	Claims Related to Contracts
UNITED SPECTROGRAPHICS LLC	Claims Related to Contracts
UNITED STATES TREASURY	Claims Related to Contracts
UNITED STRING UP COMPANY LLC	Claims Related to Contracts
UNITED VAN LINES LLC	Claims Related to Contracts
UNIVERSAL TECH RIG SERVICES	Claims Related to Contracts
UNIVERSE TECHNICAL TRANSLATION	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
UNUM LIFE INSURANCE COMPANY OF AMERICA	Claims Related to Contracts
UPSHAW CONSULTING SERVICES LLC	Claims Related to Contracts
UPTON COUNTY APPRAISAL DISTRICT	Claims Related to Contracts
URGENT CARE CLINIC OF OXFORD LLC	Claims Related to Contracts
URGENT MED LLC	Claims Related to Contracts
URGENT TEAM OF ARKANSAS PHYSICIANS LLC	Claims Related to Contracts
US DEPARTMENT OF HEALTH AND HUMAN SERVICES	Claims Related to Contracts
US OCCMED TEXAS PLLC dba NOVA MEDICAL CENTERS	Claims Related to Contracts
US PETROLON INDUSTRIAL INC	Claims Related to Contracts
US POSTAL SERVICE	Claims Related to Contracts
USA SPECIAL SERVICES LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
OFFICE DEPOT LLC	Claims Related to Contracts
HOUMA ARMATURE WORKS & SUPPLY LLC	Claims Related to Contracts
NF III HOUSTON dba SPRINGHILL SUITES	Claims Related to Contracts
AIRGAS aka AIR LIQUIDE	Claims Related to Contracts
UTAH STATE TAX COMMISSION	Claims Related to Contracts
UTX SERVICES LLC dba TD RENTALS	Claims Related to Contracts
UV LOGISTICS LLC aka UNITED VISION	Claims Related to Contracts
VAJ ENTERPRISES LLC	Claims Related to Contracts
VANADIS HOLDINGS LLC	Claims Related to Contracts
VARILEASE FINANCE INC dba VFI KR SPE I LLC	Claims Related to Contracts
VC5 PARTNERS LLC dba REKRUITERS	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
VERIFORCE LLC	Claims Related to Contracts
VERITRUST CORPORATION	Claims Related to Contracts
VERIZON WIRELESS	Claims Related to Contracts
VERNON PARISH SHERIFFS OFFICE - GARNISHMENT DEPT	Claims Related to Contracts
VEST SAFETY MEDICAL SERVICES	Claims Related to Contracts
VGMT PROPERTIES LLC	Claims Related to Contracts
VICTOR MORAN JR dba VLE WELDING	Claims Related to Contracts
VICTOR MORAN SR	Claims Related to Contracts
VICTOR PEREZ	Claims Related to Contracts
VICTOR WELDING SUPPLY CO	Claims Related to Contracts
VINCENT JOHN CEBULA	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
VINSON & ELKINS LLP	Claims Related to Contracts
VIRSEC SYSTEMS INC	Claims Related to Contracts
VISION SERVICE PLAN INSURANCE COMPANY	Claims Related to Contracts
VTX TELECOM LLC	Claims Related to Contracts
VALENCE OPERATING COMPANY	Claims Related to Contracts
W JACK CORLEY	Claims Related to Contracts
W LANE HOLLOWAY INC dba SERVPRO OF MIDLAND TX	Claims Related to Contracts
WAGEWORKS INC	Claims Related to Contracts
WAGNER EQUIPMENT CO	Claims Related to Contracts
WALD RELOCATION SERVICES LTD	Claims Related to Contracts
WAL-MART STORES INC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
WARD COUNTY - VICKI HEFLIN TAX ASSESSOR COLLECTOR	Claims Related to Contracts
WARREN DRILLING CO INC dba WARREN TRUCKING	Claims Related to Contracts
WARREN POWER & MACHINERY INC dba WARREN CAT RENTAL	Claims Related to Contracts
WARRIOR CRANE SERVICE LLC	Claims Related to Contracts
WARRIOR RIG TECHNOLOGIES LLC	Claims Related to Contracts
WASHITA VALLEY ENTERPRISE INC	Claims Related to Contracts
WASTE CONNECTIONS BAYOU INC	Claims Related to Contracts
WASTE MANAGEMENT (PA)	Claims Related to Contracts
WASTE MANAGEMENT OF TEXAS INC	Claims Related to Contracts
WATER TOWER RESEARCH LLC	Claims Related to Contracts
WATERFLEET LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
WAYNE ENTERPRISES INC	Claims Related to Contracts
WAYNE WICKS & ASSOCIATES INC	Claims Related to Contracts
WCA WASTE SYSTEMS INC	Claims Related to Contracts
WD FRANKLIN III dba ALL FREIGHT SERVICES	Claims Related to Contracts
WDI DRILLING EQUIP SVCS LLC dba TOWNSEND WELL CONT	Claims Related to Contracts
WEATHERFORD US HOLDINGS LLC	Claims Related to Contracts
WEAVER AND TIDWELL LLP	Claims Related to Contracts
WEIL, GOTSHAL, & MANGES, LLP	Claims Related to Contracts
WELD COUNTY TREASURER	Claims Related to Contracts
WELLBORE INTEGRITY SOLUTIONS LLC	Claims Related to Contracts
WELLMONT OCCUPATIONAL HEALTH dba BRISTOL REGIONAL	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
WELLS FARGO BANK NA	Claims Related to Contracts
WELSCO INC	Claims Related to Contracts
WENDY MITCHELL	Claims Related to Contracts
WEST CRAFT MANUFACTURING INC	Claims Related to Contracts
WEST TEX DISPOSAL	Claims Related to Contracts
WEST TEXAS REHABILITATION CENTER	Claims Related to Contracts
WEST VIRGINIA DIVISION OF ENVIRONMENTAL PROTECTION	Claims Related to Contracts
WEX HEALTH INC	Claims Related to Contracts
WG CONSULTING LLC	Claims Related to Contracts
WGH WILLOWBROOK LLC dba WYNDHAM GARDEN HOTEL	Claims Related to Contracts
WHITE COUNTY	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
WHITES WELDING LLC	Claims Related to Contracts
WHITETAIL RENTALS LLC	Claims Related to Contracts
WHOLESALE ELECTRIC SUPPLY COMPANY INC	Claims Related to Contracts
WILBANKS TRUCKING SERVICES LLC	Claims Related to Contracts
WILD WELL CONTROL INC	Claims Related to Contracts
WILDCAT OIL TOOLS LLC	Claims Related to Contracts
WILLIAM L BAKER	Claims Related to Contracts
WILLIAM THOMAS PHILLIPS INC dba MAVERICK OILFIELD	Claims Related to Contracts
WILLIAMS COUNTY TREASURER	Claims Related to Contracts
WILLIAMS LAW FIRM PC	Claims Related to Contracts
WILLIAMS MEDICAL GROUP PRACTICE LLC dba XPRESS	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
WILLIAMS RURAL WATER DISTRICT	Claims Related to Contracts
WILLIAMS SCOTSMAN INC	Claims Related to Contracts
WILLIS-KNIGHTON WORK KARE aka WK WORK KARE	Claims Related to Contracts
WILMINGTON TRUST NATIONAL ASSOCIATION	Claims Related to Contracts
WILSON COMPANY	Claims Related to Contracts
WILSON COUNTY TAX OFFICE DAWN POLASEK BARNETT	Claims Related to Contracts
WILSON ELECTRIC MOTOR SERVICE	Claims Related to Contracts
WINCH & WRENCH dba BLUE SKY ENERGY SERVICES	Claims Related to Contracts
WINCHES INC	Claims Related to Contracts
WINDSHIELDS ETC LLC	Claims Related to Contracts
WINKLER COUNTY	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
WINK-LOVING ISD	Claims Related to Contracts
WINSTON COLLECTION LLC	Claims Related to Contracts
WINZER FRANCHISE CO dba EVANS STANDARD PRODUCTS	Claims Related to Contracts
WINZER FRANCHISE dba COMPLETE SUPPLY	Claims Related to Contracts
WIRELINE CONTROL SYSTEMS LLC	Claims Related to Contracts
WL FLOWERS MACHINE & WELDING CO INC	Claims Related to Contracts
WOLF MARINE SA	Claims Related to Contracts
WOLFPACK TRADING LLC (DRILL PIPE)	Claims Related to Contracts
WOODS COUNTY TREASURER	Claims Related to Contracts
WOOLSLAYER COMPANIES INC dba LEE C MOORE	Claims Related to Contracts
WORK DESIGNS LLC	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
WORK PARTNERS PLLC	Claims Related to Contracts
WORK WELL CLINIC	Claims Related to Contracts
WORKIVA INC	Claims Related to Contracts
WORKSTEPS INC	Claims Related to Contracts
WORLD PETROLEUM SUPPLY INC	Claims Related to Contracts
WORLDWIDE OILFIELD MACHINE INC	Claims Related to Contracts
WORLDWIDE POWER PRODUCTS LLC	Claims Related to Contracts
WRIGHT EXPRESS FLEET SERVICES	Claims Related to Contracts
WRIGHT EXPRESS LLC	Claims Related to Contracts
WW GRAINGER INC dba GRAINGER	Claims Related to Contracts
WWEX UNI TOPCO HOLDINGS LLC dba LAUNCH LOGISTICS	Claims Related to Contracts

Schedule C(iii)
Claims Related to Contracts

Name of Counterparty	Nature
WARREN DRILLING COMPANY INC dba WARREN TRUCKING	Claims Related to Contracts
WILBANKS TRUCKING SERVICES, LLC	Claims Related to Contracts
WRIGHT EXPRESS FLEET SERVICES	Claims Related to Contracts
XCEL ENERGY	Claims Related to Contracts
XPRESS WELLNESS LLC	Claims Related to Contracts
XTO ENERGY INC.	Claims Related to Contracts
YANCY BARNES	Claims Related to Contracts
Z-TEX SERVICES LLC	Claims Related to Contracts
46 ENERGY SERVICES, LLC	Claims Related to Contracts

Schedule C(iv)

Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

Schedule C(iv)
Claims, Defenses, Cross-Claims, and Counter-Claims
Related to Litigation and Possible Litigation

Name of Counterparty	Nature
CLARK HILL	Claims, Defenses, Cross-Claims, and Counter Claims Related to Litigation and Possible Litigation
JOCELIN PEREZ, PERSONAL REPRESENTATIVE OF THE ESTATE OF IVAN MINGURA	Claims, Defenses, Cross-Claims, and Counter Claims Related to Litigation and Possible Litigation
JOSHUA BOWMAN	Claims, Defenses, Cross-Claims, and Counter Claims Related to Litigation and Possible Litigation
KRISTINA MARTINEZ, PERSONAL REPRESENTATIVE OF THE ESTATE OF ADRIAN AVITIA	Claims, Defenses, Cross-Claims, and Counter Claims Related to Litigation and Possible Litigation
LIGHTNING OILFIELD SERVICES INC	Claims, Defenses, Cross-Claims, and Counter Claims Related to Litigation and Possible Litigation
MANUEL AVITA	Claims, Defenses, Cross-Claims and Counter Claims Related to Litigation and Possible Litigation
MICHAEL BLAKE MEIER	Claims, Defenses, Cross-Claims, and Counter Claims Related to Litigation and Possible Litigation
SABATHA AUTO SALES LLC	Claims, Defenses, Cross-Claims, and Counter Claims Related to Litigation and Possible Litigation
SOUTHWESTERN ENERGY COMPANY	Claims, Defenses, Cross-Claims, and Counter Claims Related to Litigation and Possible Litigation
TRENTON CLAY PEEL	Claims, Defenses, Cross-Claims, and Counter Claims Related to Litigation and Possible Litigation

Schedule C(iv)
Claims, Defenses, Cross-Claims, and Counter-Claims
Related to Litigation and Possible Litigation

Name of Counterparty	Nature
PEREGRINE ADDITIVES & LUBES LLC	Claims, Defenses, Cross-Claims, and Counter Claims Related to Litigation and Possible Litigation
RUBEN LUNA	Claims, Defenses, Cross-Claims, and Counter Claims Related to Litigation and Possible Litigation

Schedule C(v)

Claims Related to Deposits, Adequate Assurance, and Other Collateral Postings

Schedule C(v)
Claims Related to Deposits, Adequate Assurance, and Other Collateral Postings

Name of Counterparty	Nature
AT&T (PREMIER)	Adequate Assurance Deposit
AT&T CORP DBA ACC BUSINESS	Adequate Assurance Deposit
AT&T MOBILITY	Adequate Assurance Deposit
CAMPTI-PLEASANT HILL TELEPHONE CO., INC	Adequate Assurance Deposit
CENTERPOINT ENERGY INC	Adequate Assurance Deposit
CITY OF HOUSTON	Adequate Assurance Deposit
CLECO POWER LLC	Adequate Assurance Deposit
COMCAST BUSINESS	Adequate Assurance Deposit
DBA PELICAN BROADBAND	Adequate Assurance Deposit
DBA AEP SWEPCO	Adequate Assurance Deposit

Schedule C(v)
Claims Related to Deposits, Adequate Assurance, and Other Collateral Postings

Name of Counterparty	Nature
DIRECTV LLC	Adequate Assurance Deposit
DISH NETWORK LLC	Adequate Assurance Deposit
FAIRVIEW UNION WATER SYSTEM	Adequate Assurance Deposit
GOTO COMMUNICATIONS	Adequate Assurance Deposit
J2 GLOBAL CANADA INC.	Adequate Assurance Deposit
LANDTEL INC DBA LANDTEL COMM (aka RIGNET/VIASAT)	Adequate Assurance Deposit
NRG ENERGY, INC.	Adequate Assurance Deposit
REPUBLIC WASTE SERV OF TX	Adequate Assurance Deposit
SOUTHWESTERN ELECTRIC POWER COMPANY	Adequate Assurance Deposit
STARLINK SERVICES, LLC	Adequate Assurance Deposit

Schedule C(v)
Claims Related to Deposits, Adequate Assurance, and Other Collateral Postings

Name of Counterparty	Nature
TERMINIX INTERNATIONAL DBA TERMINIX COMMERCIAL	Adequate Assurance Deposit
T-MOBILE USA INC	Adequate Assurance Deposit
TOWN OF COUSHATTA	Adequate Assurance Deposit
TXU ENERGY	Adequate Assurance Deposit
VERIZON COMMUNICATIONS, INC.	Adequate Assurance Deposit
WASTE CONNECTIONS BAYOU INC.	Adequate Assurance Deposit
WASTE MANAGEMENT INC.	Adequate Assurance Deposit
WELLS FARGO BANK NA	Adequate Assurance Deposit

Exhibit D

Rejected Executory Contracts and Unexpired Leases Schedules

Certain documents, or portions thereof, contained in this **Exhibit D** and the Plan Supplement remain subject to continued review by the Debtors and interested parties with respect thereto. The respective rights of the Debtor are expressly reserved, subject to the terms and conditions set forth in the Plan, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.[1]

Article VI. A of the Plan provides as follows:

> On the Effective Date, except as otherwise provided in Section VI.H.1 and elsewhere herein, all Executory Contracts or Unexpired Leases not otherwise assumed or rejected will be deemed assumed by the applicable Reorganized Debtor in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those that: (1) are identified on the Rejected Executory Contracts and Unexpired Leases Schedule; (2) previously expired or terminated pursuant to their own terms; (3) have been previously assumed or rejected by the Debtors pursuant to a Final Order; (4) are the subject of a motion to reject that is pending on the Effective Date; or (5) have an ordered or requested effective date of rejection that is after the Effective Date.
>
> Entry of the Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumptions, assumptions and assignments, or rejections of the Executory Contracts or Unexpired Leases as set forth in this Plan or the Rejected Executory Contracts and Unexpired Leases Schedule, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Except as otherwise specifically set forth herein, assumptions or rejections of Executory Contracts and Unexpired Leases pursuant to this Plan are effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to this Plan or by Final Order but not assigned to a third party before the Effective Date shall re-vest in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by the provisions of this Plan or any Final Order authorizing and providing for its assumption. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by a Final Order on or after the Effective Date but may be withdrawn, settled, or otherwise prosecuted by the Reorganized Debtors.

---

[1] Capitalized terms used herein shall have the meaning ascribed to them in the *Debtors' Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 15] (as may be amended, supplemented, or modified from time to time, the "Plan").

To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to this Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assumption and assignment of such Executory Contract or Unexpired Lease (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by this Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Notwithstanding anything to the contrary in this Plan, the Debtors or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Rejected Executory Contracts and Unexpired Leases Schedule at any time up to thirty (30) days after the Effective Date, so long as such allocation, amendment, modification, or supplement is acceptable to the Noteholder Group.

[*Remainder of page intentionally left blank*]

Schedule of Rejected Contracts

- N/A

Schedule of Rejected Unexpired Leases

- N/A

Exhibit E

Insiders Potentially Participating in the Management Incentive Plan[1]

Anthony Gallegos is an insider of the Debtors as that term is defined in section 101(31) of the Bankruptcy Code and may potentially participate in the Management Incentive Plan.

Philip Choyce is an insider of the Debtors as that term is defined in section 101(31) of the Bankruptcy Code and may potentially participate in the Management Incentive Plan.

Philip Dalrymple is an insider of the Debtors as that term is defined in section 101(31) of the Bankruptcy Code and may potentially participate in the Management Incentive Plan.

Scott Keller is an insider of the Debtors as that term is defined in section 101(31) of the Bankruptcy Code and may potentially participate in the Management Incentive Plan.

Katherine Kokenes is an insider of the Debtors as that term is defined in section 101(31) of the Bankruptcy Code and may potentially participate in the Management Incentive Plan.

Marc Noel is an insider of the Debtors as that term is defined in section 101(31) of the Bankruptcy Code and may potentially participate in the Management Incentive Plan.

[1] Notwithstanding anything to the contrary otherwise, this is a list of *potential* participants in the Management Incentive Plan. The Management Incentive Plan and the participants thereof shall be determined by the New Board in accordance with the terms and conditions of the Plan and nothing herein shall be binding on the Debtors or the Reorganized Debtors, as applicable, with respect to the ultimate terms and participants of the Management Incentive Plan.

Exhibit F

Exit Term Loan Facility

TERM LOAN AGREEMENT

by and among

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Agent,

THE LENDERS PARTY HERETO,
as Lenders,

INDEPENDENCE CONTRACT DRILLING, INC.
SIDEWINDER DRILLING, LLC,

as Borrowers,

and

THE OTHER PARTIES HERETO,
as Guarantors,

Dated as of January [●], 2025

TABLE OF CONTENTS

Page

1. DEFINITIONS AND CONSTRUCTION. 2

1.1 Definitions 2
1.2 Accounting Terms 34
1.3 UCC 35
1.4 Construction 35
1.5 Time References 35
1.6 Schedules and Exhibits 35
1.7 Divisions 35

2. LOANS AND TERMS OF PAYMENT. 36

2.1 Term Loans 36
2.2 [Reserved] 36
2.3 [Reserved] 36
2.4 Payments; Reductions of Commitments; Prepayments 36
2.5 Promise to Pay; Promissory Notes 39
2.6 Interest Rates, Payments, and Calculations 39
2.7 Crediting Payments 40
2.8 [Reserved] 40
2.9 Maintenance of Loan Account; Statements of Obligations 40
2.10 Fees 40
2.11 Joint and Several Liabilities of Borrowers 40

3. CONDITIONS; TERM OF AGREEMENT. 43

3.1 Conditions Precedent to the Term Loans 43
3.2 Effect of Maturity 43

4. REPRESENTATIONS AND WARRANTIES. 43

4.1 Due Organization and Qualification; Subsidiaries 44
4.2 Due Authorization; No Conflict 44
4.3 Governmental Consents 45
4.4 Binding Obligations; Perfected Liens 45
4.5 Title to Assets; No Encumbrances 45
4.6 Litigation 45
4.7 Compliance with Laws 46
4.8 No Material Adverse Effect 46
4.9 Solvency 46
4.10 Employee Benefits 46
4.11 Environmental Condition 47
4.12 Complete Disclosure 47
4.13 Patriot Act 47
4.14 Indebtedness 47

4.15 **Payment of Taxes** 47
4.16 **Margin Stock** 48
4.17 **Governmental Regulation** 48
4.18 **OFAC; Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws** 48
4.19 **Employee and Labor Matters** 48
4.20 **[Reserved]** 49
4.21 **Leases** 49
4.22 **Eligible Accounts** 49
4.23 **Confirmation Order** 49
4.24 **ABL Documents** 49

5. AFFIRMATIVE COVENANTS. 49

5.1 **Financial Statements, Reports, Certificates** 50
5.2 **Reporting** 50
5.3 **Existence** 50
5.4 **Maintenance of Properties** 50
5.5 **Taxes** 50
5.6 **Insurance** 50
5.7 **Inspection** 51
5.8 **Compliance with Laws** 51
5.9 **Environmental** 51
5.10 **Disclosure Updates** 52
5.11 **Formation or Acquisition of Subsidiaries** 52
5.12 **Further Assurances** 52
5.13 **Location of Chief Executive Office** 53
5.14 **OFAC; Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws** 53
5.15 **Post-Closing Matters** 53

6. NEGATIVE COVENANTS. 53

6.1 **Indebtedness** 53
6.2 **Liens** 53
6.3 **Restrictions on Fundamental Changes** 53
6.4 **Disposal of Assets** 54
6.5 **Nature of Business** 54
6.6 **Prepayments and Amendments** 54
6.7 **Restricted Payments; Management Fees** 54
6.8 **Accounting Methods** 55
6.9 **Investments** 55
6.10 **Transactions with Affiliates** 55
6.11 **Use of Proceeds** 56
6.12 **Limitation on Issuance of Equity Interests** 56

7. [RESERVED]. 56

8. EVENTS OF DEFAULT. 56

8.1 **Payments** 56
8.2 **Covenants** 57
8.3 **Judgments** 57

8.4 Voluntary Bankruptcy, Etc ... 57
8.5 Involuntary Bankruptcy, Etc ... 57
8.6 Default under Other Agreements ... 57
8.7 Representations, Etc ... 58
8.8 Guaranty ... 58
8.9 Collateral Documents ... 58
8.10 Loan Documents ... 58
8.11 Change of Control ... 58
8.12 ERISA ... 58
8.13 Subordination; Intercreditor Agreement ... 58

9. RIGHTS AND REMEDIES. ... 59

9.1 Rights and Remedies ... 59
9.2 Remedies Cumulative ... 59

10. WAIVERS; INDEMNIFICATION. ... 59

10.1 Demand; Protest; etc ... 59
10.2 The Lender Group's Liability for Collateral ... 60
10.3 Indemnification ... 60

11. NOTICES. ... 61

12. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. ... 62

13. ASSIGNMENTS AND PARTICIPATIONS; SUCCESSORS. ... 63

13.1 Assignments and Participations ... 63
13.2 Successors ... 66

14. AMENDMENTS; WAIVERS. ... 67

14.1 Amendments and Waivers. ... 67
14.2 Replacement of Certain Lenders. ... 68
14.3 No Waivers; Cumulative Remedies ... 69

15. AGENT; THE LENDER GROUP. ... 69

15.1 Appointment and Authorization of Agent ... 69
15.2 Delegation of Duties ... 70
15.3 Liability of Agent ... 70
15.4 Reliance by Agent ... 71
15.5 Notice of Default or Event of Default ... 71
15.6 Credit Decision ... 72
15.7 Costs and Expenses; Indemnification ... 72
15.8 Agent in Individual Capacity ... 73
15.9 Successor Agent ... 73
15.10 Lender in Individual Capacity ... 74
15.11 Collateral Matters. ... 74
15.12 Restrictions on Actions by Lenders; Sharing of Payments. ... 75

15.13 Agency for Perfection 76
15.14 Payments by Agent to Lenders 76
15.15 Concerning the Collateral and Related Loan Documents 76
15.16 Confidentiality; Disclaimers by Lenders; Other Reports and Information 76
15.17 Several Obligations; No Liability 77
15.18 [Reserved] 77

16. TAX MATTERS. 77

16.1 Payments Free of Taxes 77
16.2 Payment of Other Taxes 77
16.3 Indemnification by the Loan Parties 78
16.4 Indemnification by the Lenders 78
16.5 Evidence of Payments 78
16.6 Status of Lenders 78
16.7 Treatment of Certain Refunds 80
16.8 Status of Agent 80
16.9 Survival 80
16.10 Definitions 80

17. GENERAL PROVISIONS. 80

17.1 Effectiveness 80
17.2 Section Headings 80
17.3 Interpretation 80
17.4 Severability of Provisions 81
17.5 [Reserved] 81
17.6 Debtor-Creditor Relationship 81
17.7 Counterparts; Electronic Execution 81
17.8 Revival and Reinstatement of Obligations 81
17.9 Confidentiality 81
17.10 Lender Group Expenses 82
17.11 Survival 82
17.12 Patriot Act 83
17.13 Integration 83
17.14 [Reserved] 83
17.15 Judgment Currency 83
17.16 Parent as Administrative Agent for Borrowers 83
17.17 "Know Your Customer" Checks 84
17.18 Acknowledgement and Consent to Bail-In of Affected Financial Institutions 84
17.19 Conflicts with Intercreditor Agreement 85
17.20 [Reserved] 85
17.21 Erroneous Payments 85

18. ACKNOWLEDGMENT OF SECURITY INTERESTS 87

18.1 Acknowledgment of Security Interests 87

EXHIBITS AND SCHEDULES

Exhibit A-1	Form of Assignment and Acceptance
Exhibit B-1	[Reserved]
Exhibit C-1	Form of Compliance Certificate
Exhibit J-1	Form of Joinder
Exhibit L-1	[Reserved]
Exhibit P-1	Form of Perfection Certificate
Exhibit S-1	Form of Solvency Certificate
Exhibit T-1	Form of U.S. Tax Compliance Certificate
Exhibit T-2	Form of U.S. Tax Compliance Certificate
Exhibit T-3	Form of U.S. Tax Compliance Certificate
Exhibit T-4	Form of U.S. Tax Compliance Certificate

Schedule A-1	Agent's Accounts
Schedule A-2	Authorized Persons
Schedule C-1	Commitments
Schedule P-1	Permitted Investments
Schedule P-2	Permitted Liens

Schedule 3.1	Conditions Precedent to Term Loans
Schedule 4.1(b)	Capitalization of Loan Parties
Schedule 4.1(c)	Capitalization of Loan Parties' Subsidiaries
Schedule 4.1(d)	Subscription, Options, Warrants, Calls
Schedule 4.6(b)	Litigation
Schedule 4.10	Employee Benefits Plans
Schedule 4.11	Environmental Matters
Schedule 4.14	Indebtedness
Schedule 5.1	Financial Statements, Reports, Certificates
Schedule 5.2	Collateral Reporting
Schedule 5.15	Post-Closing Matters
Schedule 6.5	Nature of Business

TERM LOAN AGREEMENT

THIS TERM LOAN AGREEMENT (this "Agreement"), is entered into as of January [●], 2025 by and among the lenders identified on the signature pages hereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender", as that term is hereinafter further defined), U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION ("USB"), as administrative agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent"), INDEPENDENCE CONTRACT DRILLING, INC., a Delaware corporation ("Parent"), as lead borrower for the Borrowers referenced below (in such capacity, together with its successors and assigns in such capacity, "Lead Borrower"), SIDEWINDER DRILLING, LLC, a Delaware limited liability company ("Sidewinder Drilling") and the other Affiliates of Parent party hereto from time to time as borrowers (such Affiliates together with Parent and Sidewinder Drilling, each individually a "Borrower", and collectively, jointly and severally, "Borrowers"), and each Affiliate of Parent party hereto from time to time as guarantors (each individually a "Guarantor" and collectively, jointly and severally, as "Guarantors").

[WHEREAS, on December 2, 2024 (the "Petition Date"), the Borrowers (collectively, the "Debtors"), as debtors and debtors-in-possession, commenced voluntary cases under chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"), which cases are being jointly administered under the caption In re Independence Contract Drilling, Inc., et al., Case No. 24-90612 (ARP) (the "Chapter 11 Cases").

WHEREAS, the Debtors are party to that certain Senior Secured Superpriority Debtor-in-Possession Credit Facility Term Sheet, dated as of December 4, 2024 (the "Existing DIP Agreement" by and among the Debtors and the lenders party thereto (the "DIP Lenders"), pursuant to which the DIP Lenders provided the Debtors with up to $32,500,000 of DIP Loans (as defined in the Existing DIP Agreement) (the "DIP Facility").

WHEREAS, the Debtors filed the [*Debtors' Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]]] (as the same may be amended, supplemented or otherwise modified from time to time, [including pursuant to [●]][1], in accordance with the terms thereof, together with all schedules, documents and exhibits contained therein, the "Approved Plan") in the Bankruptcy Court on [●].

WHEREAS, on [●], 2025 (the "Confirmation Date"), the Bankruptcy Court entered the [*Order Approving Debtors' Disclosure Statement and Confirming Debtors' Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (the "Confirmation Order").

WHEREAS, on [●], 2025 (the "Plan Effective Date"), the Approved Plan went effective.

WHEREAS, In accordance with the Approved Plan (i) the DIP Lenders, as Holders (as defined in the Approved Plan) of Allowed DIP Claims (as defined in the Approved Plan) shall receive, in full satisfaction of its Allowed DIP Claims, Term Loans hereunder pursuant to the terms of this Agreement and (ii) the Holders of Allowed Notes Claims (as defined in the Approved Plan) in respect of Additional Notes (as defined in the Approved Plan) (including the amount of accrued and unpaid interest thereon "Additional Notes Claims") shall receive, in full satisfaction its Additional Notes Claims, Term Loans hereunder pursuant to the terms of this Agreement;

[1] NTD: Include plan supplements, if any.

WHEREAS, on the Plan Effective Date, (i) each such Holder shall make (or be deemed to have made) Term Loans as described above, with the proceeds of such Term Loans being applied (or being deemed to have been applied) to the payment, satisfaction, settlement, discharge and release of its Allowed DIP Claims in full (the "DIP Refinancing") and its Additional Notes Claims in full (the "Additional Notes Refinancing") (in each case via a cashless roll into the Term Loans hereunder), in each case, in accordance with the Approved Plan;

WHEREAS, in accordance with the Approved Plan, the security interests and Liens of the Indenture Trustee (as defined in the Approved Plan) securing the obligations under the 2026 Convertible Notes (as defined in the Approved Plan) shall be assigned to the Agent hereunder to secure the Obligations, in each case, pursuant to the terms set forth in the Approved Plan and the Confirmation Order.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. As used in this Agreement, the following terms shall have the following definitions:

"2026 Convertible Notes" has the meaning provided in the Recitals hereto.

"2026 Note Documents" means the "Note Documents" as defined in the 2026 Notes Indenture.

"2026 Notes Collateral Agent" means USB in its capacity as collateral agent in respect of the 2026 Convertible Notes.

"2026 Notes Indenture" means that certain Indenture, dated as of March 18, 2022, by and among the Lead Borrower, as issuer, the guarantors party thereto from time to time, USB as trustee and the 2026 Notes Collateral Agent, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"ABL Agent" means Wells Fargo Bank, National Association, in its capacity as administrative agent under any of the ABL Documents, or any successor or replacement administrative agent thereunder.

"ABL Credit Agreement" means the Amended and Restated Credit Agreement, dated as of January [●], 2025, by and among the ABL Agent, the ABL Lenders, the Borrowers, each as a borrower, and the additional borrowers from time to time party thereto, as amended, supplemented or otherwise modified from time to time prior to the date hereof, as amended on the date hereof and as the same may be hereafter be amended, restated, modified, supplemented, refinanced, replaced, extended, renewed or restructured in accordance with the provisions hereof and the terms of the Intercreditor Agreement.

"ABL Documents" has the meaning provided in the Intercreditor Agreement.

"ABL Indebtedness" means Debt under the ABL Documents.

"ABL Lenders" means the financial institutions party to the ABL Credit Agreement, as lenders, and each of their successors and permitted assigns.

"ABL Priority Collateral" has the meaning specified therefor in the Intercreditor Agreement.

"Account" means an account (as that term is defined in the UCC).

"Account Debtor" means any Person who is obligated on an Account, chattel paper, or a General Intangible.

"Accounting Changes" means changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants (or successor thereto or any agency with similar functions).

"Acquired Indebtedness" means Indebtedness of a Person the assets or Equity Interests of which are acquired by a Loan Party or any of its Subsidiaries in a Permitted Acquisition; provided, that such Indebtedness (a) is not secured by Collateral, (b) was in existence prior to the date of such Permitted Acquisition and (c) was not incurred in connection with, or in contemplation of, such Permitted Acquisition.

"Acquisition" means (a) the purchase or other acquisition by a Loan Party of all or substantially all of the assets of (or any division or business line of) any other Person, or (b) the purchase or other acquisition (whether by means of a merger, consolidation, or otherwise) by a Person or its Subsidiaries of all or substantially all of the Equity Interests of any other Person.

"Additional Documents" has the meaning specified therefor in Section 5.12 of this Agreement.

"Administrative Questionnaire" has the meaning specified therefor in Section 13.1 of this Agreement.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affected Lender" has the meaning specified therefor in Section 2.13(b) of this Agreement.

"Affiliate" means, as applied to any Person, any other Person who controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of Equity Interests, by contract, or otherwise; provided, that, for purposes of the definition of Eligible Accounts and Section 6.10 of this Agreement: (a) any Person which owns directly or indirectly ten percent (10%) or more of the Equity Interests having ordinary voting power for the election of directors or other members of the governing body of a Person or ten percent (10%) or more of the partnership or other ownership interests of a Person (other than as a limited partner of such Person) shall be deemed an Affiliate of such Person, (b) each director (or comparable manager) of a Person shall be deemed to be an Affiliate of such Person, and (c) each partnership in which a Person is a general partner shall be deemed an Affiliate of such Person.

"Agent" has the meaning specified therefor in the preamble to this Agreement.

"Agent-Related Persons" means Agent, together with its Affiliates, officers, directors, employees, attorneys, and agents.

"Agent's Account" means the Deposit Account of Agent identified as "Agent's Accounts" on Schedule A-1.

"Agent's Liens" means the Liens granted by each Loan Party to Agent under the Loan Documents and securing the Obligations.

"Agreement" means this Credit Agreement, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Agreement Currency" has the meaning specified therefor in Section 17.15 of this Agreement.

"Anti-Corruption Laws" means the FCPA, the U.K. Bribery Act of 2010, as amended, and all other applicable laws and regulations or ordinances concerning or relating to bribery, money laundering or corruption in any jurisdiction in which any Loan Party or any of its Subsidiaries or Affiliates is located or is doing business.

"Anti-Money Laundering Laws" means the applicable laws or regulations in any jurisdiction in which any Loan Party or any of its Subsidiaries or Affiliates is located or is doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

"Application Event" means the occurrence of (a) a failure by Borrowers to repay all of the Obligations in full on the Maturity Date, or (b) an Event of Default and the election by Agent or the Required Lenders to require that payments and proceeds of Collateral be applied pursuant to Section 2.4(b)(iii) of this Agreement.

"Assignee" has the meaning specified therefor in Section 13.1(a) of this Agreement.

"Assignment and Acceptance" means an Assignment and Acceptance Agreement substantially in the form of Exhibit A-1.

"Authorized Person" means any one of the individuals identified on Schedule A-2, as such schedule is updated from time to time by written notice from Lead Borrower to Agent.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bank Product" means any one or more of the following financial products or accommodations extended to any Loan Party or any of its Subsidiaries: (a) credit cards, (b) payment card processing services, (c) debit cards, (d) stored value cards, (e) commercial cards and purchase cards (including so- called "procurement cards" or "P-cards"), (f) Cash Management Services, or (g) transactions under Hedge Agreements.

"Bank Product Agreements" means those agreement entered into from time to time by any Loan Party or any of its Subsidiaries in connection with obtaining Bank Products.

"Bankruptcy Code" means title 11 of the United States Code, as in effect from time to time.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"BHC Act Affiliate" of a Person means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such Person.

"Board of Directors" means, as to any Person, the board of directors (or comparable managers) of such Person, or any committee thereof duly authorized to act on behalf of the board of directors (or comparable managers).

"Board of Governors" means the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Borrower" and "Borrowers" have the respective meanings specified therefor in the preamble to this Agreement.

"Borrower Materials" has the meaning specified therefor in Section 17.9(c) of this Agreement.

"Borrowing" means a borrowing consisting of Term Loans made on the same day by the Lenders.

"Business Day" means any day that is not a Saturday, Sunday or other day on which the Federal Reserve Bank of New York is closed.

"Capital Expenditures" means, with respect to any Person for any period, the amount of all expenditures by such Person and its Subsidiaries during such period that are capital expenditures as determined in accordance with GAAP, whether such expenditures are paid in cash or financed, but excluding, without duplication (a) with respect to the purchase price of assets that are purchased substantially contemporaneously with the trade-in of existing assets during such period, the amount that the gross amount of such purchase price is reduced by the credit granted by the seller of such assets for the assets being traded in at such time, (b) expenditures made during such period to consummate one or more Permitted Acquisitions, (c) expenditures made during such period to the extent made with the identifiable proceeds of an equity investment in a Loan Party or any of its Subsidiaries which equity investment is made substantially contemporaneously with the making of the expenditure, and (d) expenditures during such period that, pursuant to a written agreement, are reimbursed by a third Person (excluding any Loan Party or any of its Affiliates) within one hundred eighty (180) days of the date such expenditures are made.

"Capital Lease" means a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP.

"Capitalized Lease Obligation" means that portion of the obligations under a Capital Lease that is required to be capitalized in accordance with GAAP.

"Cash Equivalents" means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one (1) year from the date of acquisition thereof, (b) marketable direct obligations issued or fully guaranteed by any state of the United States or any political subdivision of any such state or any public instrumentality thereof maturing within one (1) year from the

date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either Standard & Poor's Rating Group ("S&P") or Moody's Investors Service, Inc. ("Moody's"), (c) commercial paper maturing no more than two hundred seventy (270) days from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 from S&P or at least P-1 from Moody's, (d) certificates of deposit, time deposits, overnight bank deposits or bankers' acceptances maturing within one (1) year from the date of acquisition thereof issued by any bank organized under the laws of the United States or any state thereof or the District of Columbia or any United States branch of a foreign bank having at the date of acquisition thereof combined capital and surplus of not less than $1,000,000,000, (e) Deposit Accounts maintained with (i) any bank that satisfies the criteria described in clause (d) above, or (ii) any other bank organized under the laws of the United States or any state thereof so long as the full amount maintained with any such other bank is insured by the Federal Deposit Insurance Corporation, (f) repurchase obligations of any commercial bank satisfying the requirements of clause (d) of this definition or of any recognized securities dealer having combined capital and surplus of not less than $1,000,000,000, having a term of not more than seven days, with respect to securities satisfying the criteria in clauses (a) or (d) above, (g) debt securities with maturities of six (6) months or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the criteria described in clause (d) above, and (h) Investments in money market funds substantially all of whose assets are invested in the types of assets described in clauses (a) through (g) above.

"Cash Management Services" means any cash management or related services including treasury, depository, return items, overdraft, controlled disbursement, merchant store value cards, e-payables services, electronic funds transfer, interstate depository network, automatic clearing house transfer (including the Automated Clearing House processing of electronic funds transfers through the direct Federal Reserve Fedline system) and other cash management arrangements.

"Casualty Event" means any event that gives rise to the receipt by Borrowers or any of their Subsidiaries of any insurance proceeds or condemnation awards in respect of any assets or property thereof.

"CFC" means (a) a controlled foreign corporation (as that term is defined in the IRC) in which any Loan Party is a "United States shareholder" within the meaning of Section 951(b) of the IRC or (b) any Subsidiary all or substantially all of the assets of which consist, directly or indirectly, of Equity Interests of Subsidiaries described in clause (a) of this definition.

"Change in Law" means the occurrence after the date of this Agreement of: (a) the adoption or effectiveness of any law, rule, regulation, judicial ruling, judgment or treaty, (b) any change in any law, rule, regulation, judicial ruling, judgment or treaty or in the administration, interpretation, implementation or application by any Governmental Authority of any law, rule, regulation, guideline or treaty, (c) any new, or adjustment to, requirements prescribed by the Board of Governors for "Eurocurrency Liabilities" (as defined in Regulation D of the Board of Governors), requirements imposed by the Federal Deposit Insurance Corporation, or similar requirements imposed by any domestic or foreign governmental authority or resulting from compliance by Agent or any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority, or (d) the making or issuance by any Governmental Authority of any request, rule, guideline or directive, whether or not having the force of law; provided, that notwithstanding anything in this Agreement to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith, and (ii) all requests, rules, guidelines or directives concerning capital adequacy 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 shall, in each case, be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"Change of Control" means that:

(a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), other than the Permitted Holders, becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have "beneficial ownership" of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an "option right")), directly or indirectly, of more than a majority of the equity securities of Parent entitled to vote for members of the board of directors or equivalent governing body of Parent on a fully-diluted basis (and taking into account all such securities that such person or group has the right to acquire pursuant to any option right);

(b) the passage of thirty (30) days from the date upon which any Person or two or more Persons acting in concert, other than the Permitted Holders, shall have acquired by contract or otherwise, or shall have entered into a contract or arrangement that, upon consummation thereof, will result in its or their acquisition of the power to exercise, directly or indirectly, a controlling influence over the management or policies of Parent, or control over the equity securities of Parent entitled to vote for members of the board of directors or equivalent governing body of Parent on a fully-diluted basis (and taking into account all such securities that such Person or group has the right to acquire pursuant to any option right) representing more than a majority of the combined voting power of such securities;

(c) during any period of twelve (12) consecutive months, a majority of the members of the board of directors or other equivalent governing body of Parent cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination to that board or equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body or (iii) whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body

(d) Parent fails to own and control, directly or indirectly, 100% of the Equity Interests of any other Loan Party, other than pursuant to transactions permitted under Section 6.3, or

(e) the occurrence of any "Change of Control" (or comparable term) as defined in the ABL Credit Agreement.

"Closing Date" means the date of the making of the initial Term Loan under this Agreement.

"Collateral" means all assets and interests in assets and proceeds thereof now owned or hereafter acquired by any Loan Party in or upon which a Lien is granted by such Person in favor of Agent or Lenders under any of the Loan Documents; provided, that the definition of "Collateral" shall not include any Excluded Collateral.

"Collateral Access Agreement" means a landlord waiver, bailee letter, or acknowledgement agreement of any lessor, warehouseman, processor, consignee, or other Person in possession of, having a Lien upon, or having rights or interests in any Loan Party's books and records or Equipment, in each case, in form and substance reasonably satisfactory to Agent.

"Collateral Documents" means, collectively, each of the security agreements or other similar agreements delivered to Agent pursuant to the terms of this Agreement, and each of the other agreements, instruments or documents that creates or purports to create a Lien in favor of Agent, including the Guaranty and Security Agreement.

"Collections" means all cash, checks, notes, instruments, and other items of payment (including insurance proceeds, cash proceeds of asset sales, rental proceeds and tax refunds).

"Commitment" means, with respect to each Lender, its Commitment, and with respect to all Lenders, their Commitments, in each case as such Dollar amounts are set forth beside such Lender's name under the applicable heading on Schedule C-1 or in the Assignment and Acceptance pursuant to which such Lender became a Lender under this Agreement, as such amounts may be reduced or increased from time to time in accordance with the terms of this Agreement.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Compliance Certificate" means a certificate substantially in the form of Exhibit C-1 delivered by the chief financial officer of Lead Borrower to Agent.

"Confidential Information" has the meaning specified therefor in Section 17.9(a) of this Agreement.

"Consolidated" means, when used to modify a financial term, test, statement, or report of a Person, the application or preparation of such term, test, statement or report (as applicable) based upon the consolidation, in accordance with GAAP, of the financial condition or operating results of such Person and its Subsidiaries; provided, that when the term "Consolidated" is used herein in reference to the Borrowers and their Subsidiaries, the term "Consolidated" shall mean Parent and its Subsidiaries on a consolidated basis, with such consolidated numbers then determined on a combined basis, all in accordance with GAAP.

"Consolidated Interest Charges" means, for any period, the sum of (a) all interest, premium payments, debt discount, fees, charges and related expenses in connection with borrowed money (including capitalized interest) or in connection with the deferred purchase price of assets, in each case to the extent treated as interest in accordance with GAAP, including, without limitation, all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing and net costs under Hedge Agreements or agreements governing hedging obligations, but excluding any non-cash or deferred interest *plus* (b) the portion of rent expense with respect to such period under Capitalized Lease Obligations that is treated as interest in accordance with GAAP, in each case of or by the Borrowers and their Subsidiaries, all as determined on a Consolidated basis in accordance with GAAP.

"Consolidated Net Income" means, for any period, the aggregate of the net income (or loss) of the Borrowers and their Subsidiaries for such period, determined on a Consolidated basis in accordance with GAAP; provided, however, that:

(a) any net after-tax extraordinary, nonrecurring or unusual gains or non-cash losses shall be excluded;

(b) the Consolidated Net Income for such period shall not include the cumulative effect of a change in accounting principles during such period;

(c) any net after-tax gains or losses (less all fees and expenses or charges relating thereto) attributable to business dispositions or asset dispositions other than in the ordinary course of business (as determined in good faith by Parent) shall be excluded;

(d) any net after-tax gains or losses (less all fees and expenses or charges relating thereto) attributable to the early extinguishment of indebtedness shall be excluded;

(e) the Consolidated Net Income for such period of any Person that is not a Subsidiary of such Person 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 or other payments paid in cash (or to the extent converted into cash) to the referent Person or a Subsidiary thereof in respect of such period;

(f) (1) the non-cash portion of "straight-line" rent expense shall be excluded and (2) the cash portion of "straight-line" rent expense which exceeds the amount expensed in respect of such rent expense shall be included;

(g) unrealized gains and losses relating to hedging transactions and mark-to-market of Indebtedness denominated in foreign currencies resulting from the application of ASC 830 shall be excluded;

(h) the income (or loss) of any non-consolidated entity during such period in which any other Person has a joint interest shall be excluded, except to the extent of the amount of cash dividends or other distributions actually paid in cash to any of Parent or its Subsidiaries during such period; and

(i) the income (or loss) of a Subsidiary (or any asset given pro forma treatment) during such period and accrued prior to the date it becomes a Subsidiary or is merged into or consolidated with Parent or any of its Subsidiaries or that Person's assets are acquired by Parent or any of its Subsidiaries shall be excluded.

"Consolidated Non-cash Charges" means, with respect to the Parent and its Subsidiaries for any period, the aggregate depreciation, amortization, impairment, compensation, rent and other non-cash expenses of the Parent and its Subsidiaries reducing Consolidated Net Income of such Person for such period on a Consolidated basis and otherwise determined in accordance with GAAP (including non-cash charges resulting from purchase accounting in connection with any Acquisition or Disposition that is consummated after the Closing Date), but excluding (a) any such charge which consists of or requires an accrual of, or cash reserve for, anticipated cash charges for any future period and (b) the non-cash impact of recording the change in fair value of any embedded derivatives under ASC 815 and related interpretations as a result of the terms of any agreement or instrument to which such Consolidated Non-cash Charges relate.

"Consolidated Taxes" means, with respect to the Parent and its Subsidiaries on a Consolidated basis for any period, provision for taxes based on income, profits or capital, including, without limitation, state franchise and similar taxes.

"Control Agreement" means any control agreement, in form and substance reasonably satisfactory to Agent, executed and delivered by any Loan Party, Agent, and the applicable securities intermediary (with respect to a Securities Account) or bank (with respect to a Deposit Account) or its equivalent in any jurisdiction.

"Copyright Security Agreement" has the meaning specified therefor in the Guaranty and Security Agreement.

"Daily Balance" means, as of any date of determination and with respect to any Obligation, the amount of such Obligation owed at the end of such day.

"Default" means an event, condition, or default that, with the giving of notice, the passage of time, or both, would be an Event of Default.

"Deposit Account" means (a) any deposit account (as that term is defined in the UCC), and (b) with respect to any Deposit Account located outside of the United States, any bank account with a deposit function.

"Disposition" or "Dispose" means the sale, transfer, assignment, exclusive license, lease or other disposition (including any sale and leaseback transaction) (whether in one transaction or in a series of transactions) of any property by any Person, including (a) any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith and (b) any sale, transfer, assignment, or other disposition of any Equity Interests of another Person, but, for the avoidance of doubt, not the issuance by such Person of its Equity Interests.

"Disqualified Equity Interests" means any Equity Interests that, by their terms (or by the terms of any security or other Equity Interests into which they are convertible or for which they are exchangeable), or upon the happening of any event or condition (a) matures or are mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the Term Loans and all other Obligations), (b) are redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests), in whole or in part, (c) provide for the scheduled payments of dividends in cash, or (d) are or become convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is 180 days after the Maturity Date.

"Disqualified Lender" means (a) those banks, financial institutions and other institutional lenders and investors that have been separately identified in writing by Parent to Agent by email transmission prior to the Closing Date, (b) those companies that are competitors of a Loan Party that are separately identified in writing by Administrative Borrower to Agent by email transmission prior to the Closing Date and, with the reasonable consent of Agent, from time to time, after the Closing Date, and (c) in the case of each of clauses (a) and (b), any of their Affiliates that are identified in writing by Administrative Borrower to Agent by email transmission prior to the Closing Date and, with the reasonable consent of Agent, from time to time, after the Closing Date. The identification of any Person as a Disqualified Lender after the date hereof shall be effective only as of the time of such identification and any such identification shall have no retroactive effect of any kind, including to disqualify any Person that theretofore shall have become a Lender. Notwithstanding the foregoing, each Loan Party and the Lenders acknowledge and agree that Agent will not have any responsibility or obligation of any kind to determine whether any Lender or potential Lender is a Disqualified Lender and Agent will have no liability with respect to any assignment made to a Disqualified Lender. Parent shall confirm, upon the written request of Agent or any Lender, whether a particular Person is a Disqualified Lender.

"Document" means a document (as that term is defined in the UCC).

"Dollars" or "$" means United States dollars.

"Domestic Subsidiary" means any Subsidiary of Parent that is organized under the laws of any political subdivision of the United States.

"DQ List" has the meaning specified therefor in Section 13.1(i).

"Earn-Outs" means unsecured liabilities of a Loan Party arising under an agreement to make any deferred payment as a part of the Purchase Price for a Permitted Acquisition, including performance bonuses or consulting payments in any related services, employment or similar agreement, in an amount

that is subject to or contingent upon the revenues, income, cash flow or profits (or the like) of the target of such Permitted Acquisition.

"EBITDA" means, with respect to any fiscal period and with respect to Parent and its Subsidiaries determined, in each case, on a consolidated basis in accordance with GAAP:

(a) Consolidated Net Income, *plus*

(b) without duplication and to the extent deducted in determining such Consolidated Net Income for such period (other than with respect to clause (ix) below), each of the following items:

(i) income tax expense, net of tax refunds,

(ii) Consolidated Interest Charges,

(iii) Consolidated Non-cash Charges,

(iv) the amount of costs, expenses and fees paid to third parties during such period in connection with the transactions contemplated hereby to occur on the Closing Date and post-closing matters related thereto in an aggregate amount, during the term of this Agreement, not to exceed $10,000,000,

(v) any premiums, expenses or charges (other than Consolidated Non-cash Charges) related to any issuance or sale of Equity Interests, Investment, Acquisition, Disposition or recapitalization permitted to be made hereunder (whether consummated or not),

(vi) any non-cash costs or expense incurred pursuant to any management equity plan or stock option plan or other management or employee benefit plan or agreement or any stock subscription or shareholder agreement,

(vii) the amount of any minority interest expense consisting of income of a Subsidiary attributable to minority equity interests of third parties in any non-wholly owned Subsidiary, net of any cash distributions made to such third parties in such period,

(viii) any net after-tax extraordinary, nonrecurring or unusual losses (including cash severance costs); provided that, solely with respect to cash losses added back pursuant to this clause (viii), Borrowers shall deliver to the Lenders supporting documentation reasonably satisfactory to the Required Lenders in respect of such cash losses,

(ix) proceeds of business interruption insurance received in cash during such period, to the extent not already included in Consolidated Net Income,

(x) a any fees, expenses and other transaction costs (whether or not such transactions were consummated) which are incurred through [●] in connection with fresh start accounting, the Chapter 11 Cases, the Plan of Reorganization, the transactions contemplated thereby and any other reorganization items and restructuring costs, and

(x) charges, losses or expenses to the extent indemnified, insured or reimbursed by a third party not an affiliate of a Loan Party to the extent such indemnification, insurance or reimbursement is actually received in cash for such period, *minus*

(c) without duplication, (i) any net after-tax extraordinary, non-recurring or unusual gains and any non-cash income or gain increasing Consolidated Net Income for such period, excluding any such items to the extent they represent (1) the reversal in such period of an accrual of, or reserve for, potential cash expense in a prior period, (2) any non-cash gains with respect to cash actually received in a prior period to the extent such cash did not increase Consolidated Net Income in a prior period or (3) items representing ordinary course accruals of cash to be received in future periods; *plus* (ii) any net gain from discontinued operations or net gains from the disposal of discontinued operations to the extent increasing Consolidated Net Income.

For the purposes of calculating EBITDA for any period of twelve consecutive months (each, a "Reference Period"), if at any time during such Reference Period (and on or after the Closing Date), any Loan Party or any of its Subsidiaries shall have made a Permitted Acquisition or a Disposition permitted hereunder, EBITDA for such Reference Period shall be calculated after giving pro forma effect thereto as if any such Permitted Acquisition or Disposition (and any increase or decrease in the component financial definitions used in the calculation of EBITDA attributable to any Permitted Acquisition or Disposition) occurred on the first day of such Reference Period.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA 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.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Environmental Action" means any written complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter, or other written communication from any Governmental Authority, or any third party involving violations of Environmental Laws or releases of Hazardous Materials (a) from any assets, properties, or businesses of any Loan Party, or any of their predecessors in interest, (b) from adjoining properties or businesses, or (c) from or onto any facilities which received Hazardous Materials generated by any Loan Party, or any of their predecessors in interest.

"Environmental Law" means any applicable federal, state, provincial, foreign or local statute, law, rule, regulation, ordinance, code, binding and enforceable guideline, binding and enforceable written policy, or rule of common law now or hereafter in effect and in each case as amended, or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, in each case, to the extent binding on any Loan Party, relating to the environment, the effect of the environment on employee health, or Hazardous Materials, in each case as amended from time to time.

"Environmental Liabilities" means all liabilities, monetary obligations, losses, damages, costs and expenses (including all reasonable fees, disbursements and expenses of counsel, experts, or consultants, and costs of investigation and feasibility studies), fines, penalties, sanctions, and interest incurred as a result of any claim or demand, or Remedial Action required, by any Governmental Authority or any third party, and which relate to any Environmental Action.

"Environmental Lien" means any Lien in favor of any Governmental Authority for Environmental Liabilities.

"Equipment" means equipment (as that term is defined in the UCC).

"Equity Interests" means, with respect to a Person, all of the shares, options, warrants, interests, participations, or other equivalents (regardless of how designated) of or in such Person, whether voting or nonvoting, including capital stock (or other ownership or profit interests or units), preferred stock, or any other "equity security" (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the SEC under the Exchange Act).

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

"ERISA Affiliate" means (a) any Person subject to ERISA that is treated as a single employer with any Loan Party or its Subsidiaries under IRC Section 414(b), (b) any trade or business subject to ERISA that is treated as a single employer with any Loan Party or its Subsidiaries under IRC Section 414(c), (c) solely for purposes of Section 302 of ERISA and Section 412 of the IRC, any organization subject to ERISA that is a member of an affiliated service group of which any Loan Party or any of its Subsidiaries is a member under IRC Section 414(m), or (d) solely for purposes of Section 302 of ERISA and Section 412 of the IRC, any Person subject to ERISA that is treated as a single employer with any Loan Party or its Subsidiaries under IRC Section 414(o).

"ERISA Event" means (a) any Reportable Event as defined in Section 4043(c) of ERISA or the regulations issued thereunder with respect to a Pension Plan, other than those events as to which the 30-day notice period has been waived; (b) a withdrawal by a Loan Party or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations by any Loan Party or any ERISA Affiliate that is treated as such a withdrawal from a Pension Plan under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by a Loan Party or any ERISA Affiliate from a Multiemployer Plan; (d) the filing of a notice of intent to terminate any Pension Plan, other than in a standard termination pursuant to Section 4041(b) of ERISA, or the treatment of a Multiemployer Plan amendment as a termination under Section 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; (f) with respect to a Pension Plan, the failure to satisfy the minimum funding standard of IRC Section 412 or Section 302 of ERISA, whether or not waived; (g) the failure of any Loan Party or any ERISA Affiliate to make any required contribution to a Multiemployer Plan; (h) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon a Loan Party or any ERISA Affiliate; or (i) the imposition of a Lien upon the property or any Loan Party or any ERISA Affiliate pursuant to the IRC or ERISA with respect to any Pension Plan, including pursuant to Section 430(k) of the IRC.

"Erroneous Payment" has the meaning specified therefor in Section 17.21 of this Agreement.

"Erroneous Payment Deficiency Assignment" has the meaning specified therefor in Section 17.21 of this Agreement.

"Erroneous Payment Impacted Loans" has the meaning specified therefor in Section 17.21 of this Agreement.

"Erroneous Payment Return Deficiency" has the meaning specified therefor in Section 17.21 of this Agreement.

"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 specified therefor in Article 8 of this Agreement.

"Excess Availability" has the meaning provided in the ABL Credit Agreement. as of the date of this Agreement, without giving effect to any amendments, modifications or waivers thereof after the date hereof, including with respect to the defined terms used therein.

"Exchange Act" means the Securities Exchange Act of 1934, as in effect from time to time.

"Excluded Accounts" has the meaning specified thereafter in the Guaranty and Security Agreement.

"Excluded Collateral" means the following, except to the extent that any of the following may be collateral for obligations under the ABL Documents: (a) shares of any Subsidiary that is a "CFC" in excess of sixty-five percent of all of the issued and outstanding shares of Equity Interests of such Subsidiary entitled to vote (within the meaning of Treasury Regulation Section 1.956-2) to secure the Obligations if a pledge of a greater percentage would result in material adverse tax consequences to Parent or any other Loan Party, (b) motor vehicles or other assets subject to a certificate of title statute, letter of credit rights (other than to the extent such rights can be perfected by filing a UCC-1) and commercial tort claims with a value less than $150,000, (c) leasehold interests in Real Property, (d) Excluded Accounts, (e) any rights or interests in any contract, agreement, lease, permit, license, charter or license agreement, as such, if under the terms of such contract, agreement, lease, permit, license, charter or license agreement covering real or personal property, or applicable law with respect thereto, the valid grant of a Lien thereon to Agent would constitute or result in a breach, termination or default under such contract, agreement, lease, permit, license, charter or license agreement and such breach, termination or default has not been or is not waived or the consent of the other party to such contract, agreement, lease, permit, license, charter or license agreement has not been or is not otherwise obtained or under applicable law such prohibition cannot be waived; provided, that, the foregoing exclusion shall in no way be construed (i) to apply if any such prohibition is unenforceable under Sections 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other applicable law or (ii) so as to limit, impair or otherwise affect Agent's unconditional continuing liens on any rights or interests of a Loan Party in or to monies due or to become due under any such contract, lease, permit, license, charter or license agreement, (f) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a lien thereon would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, that, upon submission and acceptance by the U.S. Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a), such intent-to-use trademark application shall be considered Collateral. Proceeds of Excluded Collateral shall be deemed Collateral, and (g) any property as to which Agent agrees (in consultation with the Borrowers and the Required Lenders) that the costs of obtaining a security interest in, or Lien on, such property, or perfection thereof, are excessive in relation to the value to the Lender Group of the security interest to be afforded thereby. Notwithstanding the foregoing, any and all proceeds of Excluded Collateral, to the extent that the proceeds are not themselves Excluded Collateral, shall be Collateral.

"Excluded Domestic Holdco" means a Domestic Subsidiary substantially all of the assets of which (whether held directly or indirectly) consist of Equity Interests of one or more Foreign Subsidiaries.

"Excluded Subsidiary" means any Subsidiary that is (a) a Foreign Subsidiary, (b) a direct or indirect Subsidiary of a Foreign Subsidiary or an Excluded Domestic Holdco; (c) an Excluded Domestic Holdco, (d) a captive insurance company; (e) a not-for-profit Subsidiary; (f) a Domestic Subsidiary that is a disregarded entity for U.S. federal income tax purposes and that owns Equity Interests of a Foreign Subsidiary; (g) prohibited or restricted by organizational documents or any contract existing on (but not incurred in anticipation of) the Closing Date (or if such Subsidiary is acquired after the Closing Date, on the date of such acquisition (so long as such prohibition did not arise as part of, or in anticipation of, such acquisition)) or applicable law (including any requirement to obtain the consent of a Governmental Authority) or third party consent that has not been obtained) from guaranteeing or granting Liens to secure the Obligations, (h) a Subsidiary of any of the foregoing Subsidiaries (to the extent such Subsidiary satisfies the exceptions described in any of the foregoing clauses (a) through (g)), and (i) any Subsidiary with respect to which, in the reasonable judgment of the Required Lenders and Borrower, the burden or cost (including any adverse tax consequences) of providing the guaranty shall outweigh the benefits to be obtained by the Lenders therefrom; provided that, notwithstanding the foregoing, no Subsidiary that guarantees or otherwise becomes liable at any time, whether as a borrower or an additional or co-borrower or otherwise, for or in respect of any Indebtedness under the ABL Credit Agreement shall be an Excluded Subsidiary.

"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 the Borrower pursuant to Section 14.2) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 16, 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 16.6, and (d) any U.S. federal withholding Taxes imposed under FATCA.

"FATCA" means Sections 1471 through 1474 of the IRC, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), and (a) any current or future regulations or official interpretations thereof, (b) any agreements entered into pursuant to Section 1471(b)(1) of the IRC (or any amended or successor version described above), and (c) any intergovernmental agreement entered into by the United States (or any fiscal or regulatory legislation, rules, or practices adopted pursuant to any such intergovernmental agreement entered into in connection therewith) and a foreign government or one or more agencies thereof to implement the foregoing and any fiscal or regulatory legislation, rules or official practices adopted pursuant to such published intergovernmental agreement, treaty or convention.

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

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal to, for each day during such period, the weighted average 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 which is a Business Day, the average of the quotations for such day on such transactions received by Agent from three Federal funds

brokers of recognized standing selected by it (and, if any such rate is below zero, then the rate determined pursuant to this definition shall be deemed to be zero).

"Fee Letter" means that certain fee letter dated as of January [●], 2025, by and between the Borrowers and the Agent.

"Final Order" means an order or judgment of the Bankruptcy Court duly entered on the docket of the Bankruptcy Court that (a) has not been modified or amended without the consent of the Required Lenders, or vacated, reversed, revoked, rescinded, stayed or appealed from, except as the Required Lenders may otherwise specifically agree, (b) with respect to which the time to appeal, petition for certiorari, application or motion for reversal, rehearing, reargument, stay, or modification has expired, (c) with respect to which no petition, application or motion for reversal, rehearing, reargument, stay or modification thereof or for a writ of certiorari with respect thereto has been filed or granted or the order or judgment of the Bankruptcy Court has been affirmed by the highest court to which the order or judgment was appealed and (d) is no longer subject to any or further appeal or petition, application or motion for reversal, rehearing, reargument, stay or modification thereof or for any writ of certiorari with respect thereto or further judicial review in any form.

"Foreign Subsidiary" means any Subsidiary other than a Domestic Subsidiary.

"Funding Date" means the date on which a Borrowing occurs.

"GAAP" means generally accepted accounting principles as in effect from time to time in the United States, consistently applied.

"General Intangible" means a general intangible (as that term is defined in the UCC).

"Goods" means goods (as that term is defined in the UCC).

"Governing Documents" means, with respect to any Person, the certificate or articles of incorporation or association, memorandum of association, by-laws, or other organizational documents of such Person.

"Governmental Authority" means the government of any nation or any political subdivision thereof, whether at the national, state, territorial, provincial, county, municipal or any other level, 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 (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantor" means (a) each Person that guaranties all or a portion of the Obligations, including any Person that is a "Guarantor" under the Guaranty and Security Agreement, and (b) each other Person that becomes a guarantor after the Closing Date pursuant to Section 5.11 of this Agreement, provided, that, "Guarantor" shall not include any Excluded Subsidiary.

"Guaranty and Security Agreement" means the Amended and Restated Guaranty and Security Agreement, dated as of even date with this Agreement, in form and substance reasonably satisfactory to Agent, executed and delivered by each of the Loan Parties to Agent.

"Hazardous Materials" means (a) substances that are defined or listed in, or otherwise classified pursuant to, any applicable laws or regulations as "hazardous substances," "hazardous materials,"

"hazardous wastes," "toxic substances," or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, reproductive toxicity, or "EP toxicity", (b) oil, petroleum, or petroleum derived substances, natural gas, natural gas liquids, synthetic gas, drilling fluids, produced waters, and other wastes associated with the exploration, development, or production of crude oil, natural gas, or geothermal resources, (c) any flammable substances or explosives or any radioactive materials, and (d) asbestos in any form or electrical equipment that contains any oil or dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million.

"Hedge Agreement" means a "swap agreement" as that term is defined in Section 101(53B)(A) of the Bankruptcy Code.

"Hedge Obligations" means any and all obligations or liabilities, whether absolute or contingent, due or to become due, now existing or hereafter arising, of Loan Parties arising under, owing pursuant to, or existing in respect of Hedge Agreements.

"Indebtedness" as to any Person means (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes, or other similar instruments and all reimbursement or other obligations in respect of letters of credit, bankers acceptances, or other financial products, (c) all obligations of such Person as a lessee under Capital Leases, (d) all obligations or liabilities of others secured by a Lien on any asset of such Person, irrespective of whether such obligation or liability is assumed, (e) all obligations of such Person to pay the deferred purchase price of assets (other than trade payables incurred in the ordinary course of business and repayable in accordance with customary trade practices and, for the avoidance of doubt, other than royalty payments payable in the ordinary course of business in respect of non-exclusive licenses) and any Earn-Out or similar obligations to the extent required to be recognized as a liability on the balance sheet of such Person under GAAP, (f) all monetary obligations of such Person owing under Hedge Agreements (which amount shall be calculated based on the amount that would be payable by such Person if the Hedge Agreement were terminated on the date of determination), (g) any Disqualified Equity Interests of such Person, and (h) any obligation of such Person guaranteeing or intended to guarantee (whether directly or indirectly guaranteed, endorsed, co-made, discounted, or sold with recourse) any obligation of any other Person that constitutes Indebtedness under any of clauses (a) through (g) above. For purposes of this definition, (i) the amount of any Indebtedness represented by a guaranty or other similar instrument shall be the lesser of the principal amount of the obligations guaranteed and still outstanding and the maximum amount for which the guaranteeing Person may be liable pursuant to the terms of the instrument embodying such Indebtedness, and (ii) the amount of any Indebtedness which is limited or is non-recourse to a Person or for which recourse is limited to an identified asset shall be valued at the lesser of (A) if applicable, the limited amount of such obligations, and (B) if applicable, the fair market value of such assets securing such obligation.

"Indemnified Liabilities" has the meaning specified therefor in Section 10.3 of this Agreement.

"Indemnified Person" has the meaning specified therefor in Section 10.3 of this Agreement.

"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, any Loan Party under any Loan Document, and (b) to the extent not otherwise described in the foregoing clause (a), Other Taxes.

"Insolvency Laws" means, collectively, the Bankruptcy Code, and any other applicable state, provincial, territorial or federal bankruptcy or insolvency laws, each as now and hereafter in effect, any successors to such statutes and any other applicable insolvency or other similar law of any jurisdiction,

including any law of any jurisdiction permitting a debtor to obtain a stay or a compromise of the claims of its creditors against it and including any rules and regulations pursuant thereto.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other state or federal bankruptcy or Insolvency Law, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

"Intercreditor Agreement" means the Amended and Restated Intercreditor Agreement, dated as of the Closing Date, among Agent and ABL Agent, as amended, restated or modified from time to time in accordance with its terms.

"Interest Expense" means, for any period, the aggregate of the interest expense of Parent and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP.

"Inventory" means inventory (as that term is defined in the UCC).

"Investment" means, with respect to any Person, any investment by such Person in any other Person (including Affiliates) in the form of loans, guarantees, advances, capital contributions (excluding (a) commission, travel, and similar advances to officers and employees of such Person made in the ordinary course of business, and (b) *bona fide* accounts receivable arising in the ordinary course of business), or acquisitions of Indebtedness, Equity Interests, or all or substantially all of the assets of such other Person (or of any division or business line of such other Person), and any other items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. The amount of any Investment shall be the original cost of such Investment *plus* the cost of all additions thereto, without any adjustment for increases or decreases in value, or write-ups, write-downs, or write-offs with respect to such Investment.

"IRC" means the Internal Revenue Code of 1986, as in effect from time to time.

"Joinder" means a joinder agreement substantially in the form of Exhibit J-1 to this Agreement.

"Judgment Currency" has the meaning specified therefor in Section 17.15 of the Agreement.

"Lender" has the meaning set forth in the preamble to this Agreement and shall also include any other Person made a party to this Agreement pursuant to the provisions of Section 13.1 of this Agreement and "Lenders" means each of Lenders or any one or more of them.

"Lender Group" means each of the Lenders and Agent or any one or more of them (as the context requires).

"Lender Group Expenses" means all (a) costs or expenses (including taxes, and insurance premiums) required to be paid by any Loan Party under any of the Loan Documents that are paid, advanced, or incurred by any of the Lender Group, (b) documented out-of-pocket fees or charges paid or incurred by Agent in connection with the Lender Group's transactions with any Loan Party under any of the Loan Documents, including, fees or charges for photocopying, notarization, couriers and messengers, telecommunication, public record searches (including tax lien, corporate, bankruptcy, litigation, UCC searches and including searches with the patent and trademark office, the copyright office, or the department of motor vehicles), filing, recording, publication, real estate surveys, real estate title policies and endorsements, and environmental audits, (c) Agent's customary fees and charges imposed or incurred in connection with any background checks or OFAC/PEP searches related to any Loan Party or its Affiliates, (d) Agent's customary fees and charges (as adjusted from time to time) with respect to the disbursement of

funds (or the receipt of funds) to or for the account of any Borrower (whether by wire transfer or otherwise), together with any documented out-of-pocket costs and expenses incurred in connection therewith, (e) customary charges imposed or incurred by Agent resulting from the dishonor of checks payable by or to any Loan Party, (f) reasonable and documented out-of-pocket costs and expenses paid or incurred by any of the Lender Group to correct any default or enforce any provision of the Loan Documents, or during the continuance of an Event of Default, in gaining possession of, maintaining, handling, preserving, storing, shipping, selling, preparing for sale, or advertising to sell the Collateral, or any portion thereof, irrespective of whether a sale is consummated, (g) [reserved], (h) reasonable documented costs and out-of-pocket expenses (including reasonable and documented attorneys' fees and expenses) related to third party claims or any other suit or adverse proceeding paid or incurred by any of the Lender Group in enforcing or defending the Loan Documents or in connection with the transactions contemplated by the Loan Documents or the Lender Group's relationship with any Loan Party, (i) Agent's reasonable and documented costs and out-of-pocket expenses (including reasonable and documented attorneys' fees limited to a single counsel in the United States and any other jurisdiction of a Loan Party or where its assets are located) incurred in advising, structuring, drafting, reviewing, administering (including travel, meals, and lodging), syndicating (including SyndTrak, Intralinks or other communications costs incurred in connection with a syndication of the loan facilities), or amending, waiving or modifying the Loan Documents, and (j) Agent's and each Lender's reasonable and documented costs and out-of-pocket expenses (including reasonable and documented outside attorneys, accountants, consultants, and other advisors fees and expenses) incurred in terminating, enforcing (including reasonable outside attorneys, accountants, consultants, and other advisors fees and expenses incurred in connection with a "workout," a "restructuring," or an Insolvency Proceeding concerning any Loan Party or in exercising rights or remedies under the Loan Documents), or defending the Loan Documents, irrespective of whether suit or other adverse proceeding is brought, or in taking any enforcement action or any Remedial Action concerning the Collateral.

"Lender Group Representatives" has the meaning specified therefor in Section 17.9 of this Agreement.

"Lender-Related Person" means, with respect to any Lender, such Lender, together with such Lender's Affiliates, officers, directors, employees, attorneys, and agents.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment, charge, deposit arrangement, encumbrance, easement, lien (statutory or other), security interest, or other security arrangement and any other preference, priority, or preferential arrangement of any kind or nature whatsoever, including any conditional sale contract or other title retention agreement, the interest of a lessor under a Capital Lease and any synthetic or other financing lease having substantially the same economic effect as any of the foregoing.

"Loan" means any Term Loan made (or to be made) hereunder.

"Loan Account" has the meaning specified therefor in Section 2.9(b) of this Agreement.

"Loan Documents" means this Agreement, the Guaranty and Security Agreement and the other Collateral Documents, the Control Agreements, the Fee Letter, the Intercreditor Agreement, the Patent Security Agreement, the Trademark Security Agreement, any note or notes executed by Borrowers in connection with this Agreement and payable to any member of the Lender Group, and any other instrument or agreement entered into, now or in the future, by any Loan Party and any member of the Lender Group in connection with this Agreement.

"Loan Party" means any Borrower or any Guarantor.

"Margin Stock" as defined in Regulation U of the Board of Governors of the Federal Reserve System as in effect from time to time.

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the financial condition, results of operations, properties, assets or liabilities of the Loan Parties and their Subsidiaries, taken as a whole, (b) a material impairment of the rights and remedies of the Agent or any Lender under the Loan Documents (including, without limitation, the Lender Group's ability to enforce the Obligations or realize upon the Collateral), or of the ability of the Loan Parties, taken as a whole, to perform their obligations under the Loan Documents, (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the Loan Parties, taken as a whole, of the Loan Documents, or (d) a material adverse change in, or a material adverse effect upon, the enforceability or priority of Agent's Liens with respect to all or a material portion of the Collateral; provided, that, the Chapter 11 Cases, the entry of the Confirmation Order and the facts disclosed publicly in the filings made in connection therewith and the consummation of the Plan of Reorganization in accordance with such Plan of Reorganization shall not constitute a Material Adverse Effect.

"Material Contract" means, with respect to any Loan Party all contracts or agreements, the loss of which could reasonably be expected to result in a Material Adverse Effect.

"Maturity Date" means January [●], 2030.

"Maximum Credit" has the meaning provided in the ABL Credit Agreement.

"Moody's" has the meaning specified therefor in the definition of Cash Equivalents.

"Multiemployer Plan" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which any Loan Party or any ERISA Affiliate makes or is obligated to make contributions, during the preceding five plan years has made or been obligated to make contributions, or with respect to which any Loan Party has any liability.

"Net Cash Proceeds" means

(a) with respect to any Disposition by any Loan Party or any of its Subsidiaries of assets or any Casualty Event, the amount of cash proceeds received (directly or indirectly) from time to time (whether as initial consideration or through the payment of deferred consideration) by or on behalf of such Loan Party or such Subsidiary, in connection therewith after deducting therefrom only (a) the amount of any Indebtedness secured by any Permitted Lien on any asset (other than (i) Indebtedness under this Agreement and (ii) Indebtedness assumed by the purchaser of such asset) which is required to be, and is, repaid in connection with such Disposition, (b) reasonable fees, commissions, and expenses related thereto and required to be paid by such Loan Party or such Subsidiary in connection with such Disposition or Casualty Event, (c) taxes paid or payable to any taxing authorities by such Loan Party or such Subsidiary in connection with such Disposition or Casualty Event, in each case to the extent, but only to the extent, that the amounts so deducted are, at the time of receipt of such cash, actually paid or payable to a Person that is not an Affiliate of any Loan Party or any of its Subsidiaries, and are properly attributable to such transaction, and (d) all amounts that are set aside as a reserve (i) for adjustments in respect of the purchase price of such assets, (ii) for any liabilities associated with such Disposition or Casualty Event, to the extent such reserve is required by GAAP, and (iii) for the payment of unassumed liabilities relating to the assets Disposed of at the time of, or within 30 days after, the date of such Disposition, to the extent that in each case the funds described above in this clause (d) are deposited into escrow with a third party escrow agent or set aside in a separate Deposit Account that is subject to a Control Agreement in favor of the Agent; provided that, Borrower and its Subsidiaries shall be entitled to reinvest any part of such proceeds, in assets useful for its

business within 18 months after such receipt, and such portion of such proceeds shall not constitute Net Cash Proceeds except to the extent such proceeds are not so used within 18 months after such receipt (it being understood that if any portion of such proceeds are not so used within such 18-month period but within such 18-month period are contractually committed to be used, then upon the termination of such contract or if such proceeds are not so used within 24 months after initial receipt, such remaining portion shall constitute Net Cash Proceeds as of the date of such termination or expiry without giving effect to this proviso); provided, further, however, that no proceeds realized in a single transaction or series of related transactions shall constitute Net Cash Proceeds unless such proceeds net of the amounts described in clauses (a) through (d) above shall exceed $10,000,000, and

(b) 100% of the cash proceeds from the incurrence, issuance or sale by Borrower or any of its Subsidiaries of any Indebtedness, net of all taxes paid or reasonably estimated to be payable as a result thereof and fees (including investment banking fees and discounts), commissions, costs and other expenses, in each case incurred in connection with such incurrence, issuance or sale.

"Non-Consenting Lender" has the meaning specified therefor in Section 14.2(a) of this Agreement.

"Obligations" means all loans (including the Term Loans), debts, principal, interest (including any interest that accrues after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), premiums, liabilities (including all amounts charged to the Loan Account pursuant to this Agreement), obligations (including indemnification obligations), fees (including the fees provided for in the Fee Letter), Lender Group Expenses (including any fees or expenses that accrue after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), guaranties, and all covenants and duties of any other kind and description owing by any Loan Party arising out of, under, pursuant to, in connection with, or evidenced by this Agreement or any of the other Loan Documents and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all interest not paid when due and all other expenses or other amounts that any Loan Party is required to pay or reimburse by the Loan Documents or by law or otherwise in connection with the Loan Documents. Without limiting the generality of the foregoing, the Obligations of Borrowers under the Loan Documents include the obligation to pay (i) the principal of the Term Loans, (ii) interest accrued on the Term Loans, (iii) Lender Group Expenses, (iv) fees payable under this Agreement or any of the other Loan Documents, and (v) indemnities and other amounts payable by any Loan Party under any Loan Document. Any reference in this Agreement or in the Loan Documents to the Obligations shall include all or any portion thereof and any extensions, modifications, renewals, or alterations thereof, both prior and subsequent to any Insolvency Proceeding.

"OFAC" means The Office of Foreign Assets Control of the U.S. Department of the Treasury.

"Originating Lender" has the meaning specified therefor in Section 13.1(e) of this Agreement.

"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 or taxing authority imposing the Tax (other than any such connection 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 its rights or remedies under this Agreement or any other Loan Document).

"Other Taxes" means all present or future stamp, court, or documentary, intangible, recording, filing, excise, 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 14.2).

"Participant" has the meaning specified therefor in Section 13.1(e) of this Agreement.

"Patent Security Agreement" has the meaning specified therefor in the Guaranty and Security Agreement.

"Patriot Act" has the meaning specified therefor in Section 4.13 of this Agreement.

"Payment Conditions" means, at the time of determination with respect to any specified transaction or payment the following:

(a) as of the date of any such transaction or payment, and after giving effect thereto, no Event of Default shall exist or have occurred and be continuing;

(b) as of the date of any such transaction or payment, and after giving effect thereto, either:

(i) the Excess Availability for the immediately preceding thirty (30) consecutive day period shall be not less twenty-five percent (25%) of the Maximum Credit and after giving effect to the transaction or payment, on a pro forma basis using the most recent calculation of the Borrowing Base immediately prior to any such payment or transaction, the Excess Availability shall be not less than such amount; or

(ii) both (A) if the ABL Credit Agreement is outstanding, the Excess Availability for the immediately preceding thirty (30) consecutive day period shall be not less than twenty percent (20%) of the Maximum Credit and after giving effect to the transaction or payment, on a pro forma basis using the most recent calculation of the Borrowing Base immediately prior to any such payment or transaction, the Excess Availability shall be not less than such amount, and (B) as of the date of any such transaction or payment, and after giving effect thereto, on a pro forma basis, the Fixed Charge Coverage Ratio of Parent and its Subsidiaries for the immediately preceding twelve (12) consecutive fiscal months ending on the last day of the applicable fiscal period prior to the date of such payment or transaction for which Agent has received financial statements shall be at least 1.00 to 1.00; and

(c) Agent shall have received a certificate of an Authorized Person of Lead Borrower certifying as to compliance with the preceding clauses and demonstrating (in reasonable detail) the calculations required thereby.

"Payment Recipient" has the meaning specified therefor in Section 17.21 of this Agreement.

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity thereto performing similar functions.

"Pension Plan" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by any Loan Party or any ERISA Affiliate or to which any Loan Party or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described

in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five (5) plan years.

"Perfection Certificate" means a certificate in the form of Exhibit P-1 to this Agreement.

"Permitted Acquisition" means any Acquisition so long as:

(a) each of the Payment Conditions shall be satisfied,

(b) Lead Borrower has provided Agent with its due diligence package relative to the proposed Acquisition, including forecasted balance sheets, profit and loss statements, and cash flow statements of the Person or assets to be acquired, all prepared on a basis consistent with such Person's (or assets') historical financial statements, together with appropriate supporting details and a statement of underlying assumptions for the one (1) year period following the date of the proposed Acquisition, on a quarter by quarter basis), in form and substance (including as to scope and underlying assumptions) reasonably satisfactory to the Required Lenders; provided that such diligence package shall only be required to be delivered by Borrowers for Acquisitions with a Purchase Price in excess of $5,000,000,

(c) Lead Borrower has provided Agent with written notice of the proposed Acquisition at least fifteen (15) Business Days prior to the anticipated closing date of the proposed Acquisition and, not later than five (5) Business Days prior to the anticipated closing date of the proposed Acquisition, copies of the acquisition agreement and other material documents relative to the proposed Acquisition, which agreement and documents must be reasonably acceptable to the Required Lenders,

(d) the assets being acquired (other than a *de minimis* amount of assets in relation to Loan Parties' total assets), or the Person whose Equity Interests are being acquired, are substantially similar to the business of Loan Parties or a business reasonably related or incidental thereto,

(e) the subject assets or Equity Interests, as applicable, are being acquired directly by a Loan Party, and, in connection therewith, the applicable Loan Party shall have complied with Section 5.11 or 5.12, as applicable, of this Agreement,

(f) the assets being acquired (other than a de minimis amount of assets in relation to the assets being acquired) are located within the United States or Canada or the Person whose Equity Interests are being acquired is organized in a jurisdiction located within the United States or Canada, and

(g) such Acquisition shall not be hostile and shall have been approved by the board of directors (or other similar body) or the requisite number of stockholders or other equityholders, as applicable, of the target as required by the governing documents of such target.

"Permitted Dispositions" means:

(a) sales, abandonment, or other Dispositions of Equipment (excluding Rig Fleet Equipment) that is substantially worn, damaged, or obsolete or no longer used or useful in the ordinary course of business and leases or subleases of Real Property not useful in the conduct of the business of the Loan Parties and their Subsidiaries,

(b) sales of Inventory to buyers in the ordinary course of business,

(c) the use or transfer of money or Cash Equivalents in a manner that is not prohibited by the terms of this Agreement or the other Loan Documents,

(d) the licensing, on a non-exclusive basis, of patents, trademarks, copyrights, and other intellectual property rights in the ordinary course of business,

(e) the granting of Permitted Liens,

(f) the sale or discount, in each case without recourse, of accounts receivable arising in the ordinary course of business, but only in connection with the compromise or collection thereof,

(g) any involuntary loss, damage or destruction of property,

(h) any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property,

(i) the leasing or subleasing of assets of any Loan Party or its Subsidiaries in the ordinary course of business,

(j) the sale or issuance of Equity Interests (other than Disqualified Equity Interests) of Borrowers,

(k) (i) the lapse of registered patents, trademarks, copyrights and other intellectual property of any Loan Party or any of its Subsidiaries to the extent not economically desirable in the conduct of its business, or (ii) the abandonment of patents, trademarks, copyrights, or other intellectual property rights in the ordinary course of business so long as (in each case under clauses (i) and (ii)), (A) with respect to copyrights, such copyrights are not material revenue generating copyrights, and (B) such lapse is not materially adverse to the interests of the Lender Group,

(l) the making of Restricted Payments that are expressly permitted to be made pursuant to this Agreement,

(m) the making of Permitted Investments,

(n) transfers of assets (i) from any Loan Party or any of its Subsidiaries to a Loan Party, and (ii) from any Subsidiary of any Loan Party that is not a Loan Party to any other Subsidiary of any Loan Party,

(o) Dispositions of Equipment so long as (i) no Event of Default has occurred and is continuing or would immediately result therefrom, and (ii) each such sale or Disposition is in an arm's-length transaction with a third party and the applicable Loan Party or its Subsidiary receives at least the fair market value of the assets so disposed and (iii) the Net Cash Proceeds of such Dispositions are applied to prepay the Term Loans in accordance with Section 2.4(e)(i),

(p) [reserved], and

(q) sales or other Dispositions of assets not otherwise permitted in clauses (a) through (p) above so long as (i) no Event of Default has occurred and is continuing or would immediately result therefrom, (ii) each such sale or Disposition is in an arm's-length transaction and the applicable Loan Party or its Subsidiary receives at least the fair market value of the assets so disposed, (iii) the consideration received by the applicable Loan Party or its Subsidiary consists of at least 75% cash and Cash Equivalents and is paid at the time of the closing of such sale or disposition and the Net Cash Proceeds of such Dispositions are applied to prepay the Term Loans in accordance with Section 2.4(e)(i), and.

(r) sales or other Dispositions of assets not otherwise permitted in clauses (a) through (q) above not exceeding $5,000,000 in any fiscal year; provided that the Net Cash Proceeds of such Dispositions are applied to prepay the Term Loans in accordance with Section 2.4(e)(i).

"Permitted Holder" means each of MSD Partners, L.P., Glendon Capital Management LP and their respective Affiliates.

"Permitted Indebtedness" means:

(a) Indebtedness in respect of the Obligations,

(b) Indebtedness as of the Closing Date set forth on Schedule 4.14 to this Agreement and any Refinancing Indebtedness in respect of such Indebtedness,

(c) Permitted Purchase Money Indebtedness and any Refinancing Indebtedness in respect of such Indebtedness,

(d) Indebtedness arising in connection with the endorsement of instruments or other payment items for deposit,

(e) Indebtedness consisting of (i) unsecured guarantees incurred in the ordinary course of business with respect to surety and appeal bonds, performance bonds, bid bonds, appeal bonds, completion guarantee and similar obligations, and (ii) unsecured guarantees arising with respect to customary indemnification obligations to purchasers in connection with Permitted Dispositions,

(f) Indebtedness incurred in the ordinary course of business in respect of credit cards, credit card processing services, debit cards, stored value cards, commercial cards (including so-called "purchase cards", "procurement cards" or "p-cards"), or Cash Management Services,

(g) contingent liabilities in respect of any indemnification obligation, adjustment of purchase price, non-compete, or similar obligation of any Loan Party incurred in connection with the consummation of one or more Permitted Acquisitions,

(h) to the extent constituting Indebtedness, Permitted Investments,

(i) unsecured Indebtedness incurred in respect of netting services, overdraft protection, and other like services, in each case, incurred in the ordinary course of business,

(j) unsecured Indebtedness of any Loan Party or its Subsidiaries, in an aggregate outstanding amount not to exceed $10,000,000, in respect of Earn-Outs owing to sellers of assets or Equity Interests to such Loan Party or its Subsidiaries that is incurred in connection with the consummation of one or more Permitted Acquisitions so long as such unsecured Indebtedness is on terms and conditions reasonably acceptable to the Required Lenders,

(k) accrual of interest, accretion or amortization of original issue discount, or the payment of interest in kind, in each case, on Indebtedness that otherwise constitutes Permitted Indebtedness,

(l) unsecured Indebtedness of any Loan Party owing to employees, former employees, former officers, directors, or former directors (or any spouses, ex-spouses, or estates of any of the foregoing) incurred in connection with the repurchase or redemption by such Loan Party of the Equity Interests of Parent that has been issued to such Persons permitted by Section 6.7,

(m) Indebtedness under the ABL Documents and, to the extent permitted by the Intercreditor Agreement, any Refinancing Indebtedness thereof, in each case, in an aggregate principal amount not to exceed the amount thereof permitted by the Intercreditor Agreement,

(n) Indebtedness owed to any Person to finance property, casualty, liability or other insurance to any Loan Party or any of its Subsidiaries, so long as the amount of such Indebtedness is not in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of, such insurance for the year in which such Indebtedness is incurred and such Indebtedness is outstanding only during such year,

(o) the incurrence by any Loan Party or its Subsidiaries of Indebtedness under Hedge Agreements that are incurred for the bona fide purpose of hedging the interest rate, commodity, or foreign currency risks associated with such Loan Party's or such Subsidiary's operations and not for speculative purposes,

(p) unsecured Acquired Indebtedness in an amount not to exceed $15,000,000 outstanding at any one time so long as (i) the aggregate annual amortization with respect to such Acquired Indebtedness does not exceed 2.5% of the principal amount of such Acquired Indebtedness and (ii) such Acquired Indebtedness does not have any principal payments being made prior to the date that is six (6) months after the Maturity Date,

(q) Subordinated Indebtedness**,** and

(r) any other unsecured Indebtedness of any Borrower or any Subsidiary not covered by clauses (a) through (q) above in an aggregate principal amount not to exceed $15,000,000.

"Permitted Intercompany Advances" means loans made by (a) a Loan Party to another Loan Party, (b) a Subsidiary of a Loan Party that is not a Loan Party to another Subsidiary of a Loan Party that is not a Loan Party, and (c) a Subsidiary of a Loan Party that is not a Loan Party to a Loan Party, so long as the parties thereto are party to an intercompany subordination agreement in form and substance reasonably satisfactory to the Required Lenders.

"Permitted Investments" means:

(a) Investments in cash and Cash Equivalents,

(b) Investments in negotiable instruments deposited or to be deposited for collection in the ordinary course of business,

(c) advances made in connection with purchases and acquisitions of Inventory, supplies, materials, equipment, goods, services, contract rights, or licenses or leases of intellectual property, in each case, in the ordinary course of business,

(d) Investments received in settlement of amounts due to any Loan Party or any of its Subsidiaries effected in the ordinary course of business or owing to any Loan Party or any of its Subsidiaries as a result of Insolvency Proceedings involving an Account Debtor or upon the foreclosure or enforcement of any Lien in favor of a Loan Party or its Subsidiaries,

(e) Investments owned by any Loan Party or any of its Subsidiaries on the Closing Date and set forth on Schedule P-1 to this Agreement,

(f) guarantees permitted under the definition of "Permitted Indebtedness",

(g) Permitted Intercompany Advances,

(h) Equity Interests or other securities acquired in connection with the satisfaction or enforcement of Indebtedness or claims due or owing to a Loan Party or its Subsidiaries (in bankruptcy of customers or suppliers or otherwise outside the ordinary course of business) or as security for any such Indebtedness or claims,

(i) deposits of cash made in the ordinary course of business to secure performance of operating leases,

(j) (i) non-cash loans and advances to employees, officers, and directors of a Loan Party or any of its Subsidiaries for the purpose of purchasing Equity Interests in Parent so long as the proceeds of such loans are used in their entirety to purchase such Equity Interests in Parent, and (ii) loans and advances to employees and officers of a Loan Party or any of its Subsidiaries in the ordinary course of business for any other business purpose and in an aggregate amount not to exceed $1,000,000 at any one time,

(k) Permitted Acquisitions,

(l) Investments in the form of capital contributions and the acquisition of Equity Interests made by any Loan Party in any other Loan Party (other than capital contributions to or the acquisition of Equity Interests of Parent),

(m) Investments resulting from entering into (i) Bank Product Agreements or (ii) Hedge Agreements permitted by clause (o) of the definition of "Permitted Indebtedness",

(n) equity Investments by any Loan Party in any Subsidiary of such Loan Party which is required by law to maintain a minimum net capital requirement or as may be otherwise required by applicable law,

(o) Investments held by a Person acquired in a Permitted Acquisition to the extent that such Investments were not made in contemplation of or in connection with such Permitted Acquisition and were in existence on the date of such Permitted Acquisition,

(p) Investments consisting of non-cash consideration received in connection with Permitted Dispositions, so long as the non-cash consideration received in connection with any Permitted Disposition does not exceed 25% of the total consideration received in connection with such Permitted Disposition,

(q) Investments consisting of the licensing or contribution of intellectual property, in each case, on a non-exclusive basis, pursuant to joint marketing arrangements with other Persons,

(r) Investments consisting of earnest money deposits required in connection with a purchase agreement, or letter of intent, or other acquisitions to the extent not otherwise prohibited hereunder,

(s) contributions to a "rabbi" trust for the benefit of employees or other grantor trust subject to claims of creditors in the case of a bankruptcy of any Loan Party or any of its Subsidiaries,

(t) so long as no Event of Default has occurred and is continuing or would result therefrom, any other Investments in an aggregate amount not to exceed $5,000,000, and

(u) other Investments using cash or Cash Equivalents; provided, that each of the Payment Conditions shall be satisfied.

"Permitted Liens" means

(a) Liens granted to, or for the benefit of, Agent (for the benefit of the Lenders) to secure the Obligations,

(b) Liens for unpaid taxes, assessments, or other governmental charges or levies that either (i) are not yet delinquent, or (ii) do not have priority over Agent's Liens and the underlying taxes, assessments, or charges or levies are the subject of Permitted Protests,

(c) judgment Liens arising solely as a result of the existence of judgments, orders, or awards that do not constitute an Event of Default under Section 8.3 of this Agreement,

(d) Liens set forth on Schedule P-2 to this Agreement; provided, that to qualify as a Permitted Lien, any such Lien described on Schedule P-2 to this Agreement shall only secure the Indebtedness that it secures on the Closing Date and any Refinancing Indebtedness in respect thereof,

(e) the interests of lessors under operating leases and non-exclusive licensors under license agreements,

(f) Liens on fixed or capital assets or the interests of lessors under Capital Leases permitted under clause (c) of the definition of "Permitted Indebtedness" and so long as (i) such Lien attaches only to the fixed asset purchased or acquired and the proceeds thereof, and (ii) such Lien only secures the Indebtedness that was incurred to acquire the fixed asset purchased or acquired or any Refinancing Indebtedness in respect thereof,

(g) Liens arising by operation of law in favor of warehousemen, landlords, carriers, mechanics, materialmen, laborers, or suppliers, incurred in the ordinary course of business and not in connection with the borrowing of money, and which Liens either (i) are for sums not yet delinquent, or (ii) are the subject of Permitted Protests,

(h) Liens on amounts deposited to secure Parent's and its Subsidiaries' obligations in connection with worker's compensation or other unemployment insurance,

(i) Liens on amounts deposited to secure Parent's and its Subsidiaries' obligations in connection with the making or entering into of bids, tenders, or leases in the ordinary course of business and not in connection with the borrowing of money,

(j) Liens on amounts deposited to secure Parent's and its Subsidiaries' reimbursement obligations with respect to surety or appeal bonds obtained in the ordinary course of business,

(k) with respect to any Real Property, easements, rights of way, and zoning restrictions that do not materially interfere with or impair the use or operation thereof,

(l) non-exclusive licenses of patents, trademarks, copyrights, and other intellectual property rights in the ordinary course of business,

(m) Liens that are replacements of Permitted Liens to the extent that the original Indebtedness is the subject of permitted Refinancing Indebtedness and so long as the replacement Liens only encumber those assets that secured the original Indebtedness,

(n) rights of setoff or bankers' liens upon deposits of funds in favor of banks or other depository institutions, solely to the extent incurred in connection with the maintenance of such Deposit Accounts in the ordinary course of business,

(o) Liens solely on any cash earnest money deposits made by a Loan Party or any of its Subsidiaries in connection with any letter of intent or purchase agreement with respect to a Permitted Acquisition,

(p) Liens on Collateral securing the Indebtedness permitted under clause (m) of the definition of "Permitted Indebtedness" to the extent such Liens are subject to the Intercreditor Agreement, and

(q) Liens granted in the ordinary course of business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent (i) such financing is permitted under clause (n) the definition of "Permitted Indebtedness" and (ii) the aggregate amount of Indebtedness secured by such Liens does not exceed $5,000,000.

"Permitted Protest" means the right of any Loan Party or any of its Subsidiaries to protest any Lien (other than any Lien that secures the Obligations), taxes (other than payroll taxes or taxes that are the subject of a United States federal tax lien), or rental payment; provided, that (a) a reserve with respect to such obligation is established on such Loan Party's or its Subsidiaries' books and records in such amount as is required under GAAP, (b) any such protest is instituted promptly and prosecuted diligently by such Loan Party or its Subsidiary, as applicable, in good faith, and (c) the Required Lenders are reasonably satisfied that, while any such protest is pending, there will be no impairment of the enforceability, validity, or priority of any of Agent's Liens.

"Permitted Purchase Money Indebtedness" means, as of any date of determination, Indebtedness (other than the Obligations, but including Capitalized Lease Obligations), at the time of, or within 60 days after, the acquisition of any fixed assets (other than Rig Fleet Equipment) for the purpose of financing all or any part of the acquisition cost thereof, in an aggregate principal amount outstanding not in excess of $15,000,000 at any one time.

"Person" means natural persons, corporations, limited liability companies, unlimited liability company, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof.

"Pro Rata Share" means, as of any date of determination, as to a particular Lender, the percentage obtained by dividing (i) the aggregate principal amount of the Term Loans then outstanding of such Lender, by (ii) principal amount of the Term Loans then outstanding of all Lenders.

"Purchase Money Indebtedness" means Indebtedness (other than the Obligations, but including Capitalized Lease Obligations), incurred at the time of, or within sixty (60) days after, the acquisition of any fixed assets for the purpose of financing all or any part of the acquisition cost thereof.

"Purchase Price" means, with respect to any Acquisition, an amount equal to the aggregate consideration, whether cash, property or securities (including the maximum amount of Earn-Outs), paid or delivered by a Loan Party in connection with such Acquisition (whether paid at the closing thereof or payable thereafter and whether fixed or contingent), but excluding therefrom (a) any cash of the seller and its Affiliates used to fund any portion of such consideration, and (b) any cash or Cash Equivalents acquired in connection with such Acquisition.

"Qualified Equity Interests" means and refers to any Equity Interests issued by Parent (and not by one or more of its Subsidiaries) that is not a Disqualified Equity Interest.

"Real Property" means any estates or interests in real or immovable property now owned or hereafter acquired by any Loan Party and the improvements thereto.

"Recipient" means the Recipient Agent, any Lender and any Participant.

"Recipient Agent" means an agent that receives payments on behalf of the Lenders and the Participants.

"Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

"Refinancing Indebtedness" means refinancings, renewals, or extensions of Indebtedness (other than Indebtedness in respect of the Obligations) so long as:

(a) such refinancings, renewals, or extensions do not result in an increase in the principal amount of the Indebtedness so refinanced, renewed, or extended, other than by the amount of premiums paid thereon and the fees and expenses incurred in connection therewith and by the amount of unfunded commitments with respect thereto,

(b) such refinancings, renewals, or extensions do not result in a shortening of the final maturity date or the average weighted maturity (measured as of the refinancing, renewal, or extension) of the Indebtedness so refinanced, renewed, or extended, nor (except in the case of ABL Indebtedness) are they on terms or conditions that, taken as a whole, are or could reasonably be expected to be materially adverse to the interests of the Lenders nor (in the case of ABL Indebtedness) are they on terms and conditions which contravene the Intercreditor Agreement,

(c) if the Indebtedness that is refinanced, renewed, or extended was subordinated in right of payment to the Obligations, then the terms and conditions of the refinancing, renewal, or extension must include subordination terms and conditions that are at least as favorable to the Lender Group as those that were applicable to the refinanced, renewed, or extended Indebtedness,

(d) the Indebtedness that is refinanced, renewed, or extended is not recourse to any Person that is liable on account of the Obligations other than those Persons which were obligated with respect to the Indebtedness that was refinanced, renewed, or extended,

(e) if the Indebtedness that is refinanced, renewed or extended was unsecured, such refinancing, renewal or extension shall be unsecured,

(f) if the Indebtedness (other than ABL Indebtedness) that is refinanced, renewed, or extended was secured (i) such refinancing, renewal, or extension shall be secured by substantially the same or less collateral as secured such refinanced, renewed or extended Indebtedness on terms no less favorable to the Agent or the Lender Group, and (ii) the Liens securing such refinancing, renewal or extension shall not have a priority more senior than the Liens securing such Indebtedness that is refinanced, renewed or extended, and

(g) if the Indebtedness that is refinanced, renewed or extended was ABL Indebtedness, any Liens securing such refinancing, renewal or extension shall be subject to the Intercreditor Agreement (or another intercreditor agreement in form and substance reasonably acceptable to the Required Lenders).

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

"Relevant Governmental Body" means the Board of Governors or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors or the Federal Reserve Bank of New York, or any successor thereto.

"Remedial Action" means all actions taken to (a) clean up, remove, remediate, contain, treat, monitor, assess, evaluate, or in any way address Hazardous Materials in the indoor or outdoor environment, (b) prevent or minimize a release or threatened release of Hazardous Materials so they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (c) restore or reclaim natural resources or the environment, (d) perform any pre-remedial studies, investigations, or post-remedial operation and maintenance activities, or (e) conduct any other actions with respect to Hazardous Materials required by Environmental Laws.

"Replacement Lender" has the meaning specified therefor in Section 2.13(b) of this Agreement.

"Report" has the meaning specified therefor in Section 15.16(a) of this Agreement.

"Required Lenders" means, at any time, Lenders having or holding more than sixty-six and two-thirds percent (66 2/3%) of the aggregate Term Loans of all Lenders; provided, that at any time there are two or more Lenders (who are not Affiliates of one another), "Required Lenders" must include at least two Lenders (who are not Affiliates of one another).

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Restricted Payment" means (a) any declaration or payment of any dividend or the making of any other payment or distribution, directly or indirectly, on account of Equity Interests issued by any Loan Party or any of its Subsidiaries (including any payment in connection with any merger or consolidation involving any Loan Party or any of its Subsidiaries) or to the direct or indirect holders of Equity Interests issued by any Loan Party or any of its Subsidiaries in their capacity as such (other than dividends or distributions payable in Qualified Equity Interests issued by any Loan Party or any of its Subsidiaries), or (b) any purchase, redemption, making of any sinking fund or similar payment, or other acquisition or retirement for value (including in connection with any merger or consolidation involving any Loan Party or any of its Subsidiaries) any Equity Interests issued by any Loan Party or any of its Subsidiaries, or (c) any making of any payment to retire, or to obtain the surrender of, any outstanding warrants, options, or other rights to acquire Equity Interests of any Loan Party now or hereafter outstanding; (d) any amounts paid by the Parent as withholding taxes in connection with any equity incentive plan of the Parent approved by the stockholders of the Parent.

"Rig" means any land-based drilling and workover rig owned by any Loan Party, together with all Rig Accessories that are installed on or affixed to such Rig.

"Rig Accessories" means pumps, drilling equipment, machinery, equipment, forklifts, bulldozers and other parts necessary or useful for the drilling operation of any Rig.

"Rig Fleet Equipment" means any Loan Party's Rigs and partial Rigs and any Loan Party's Equipment related to such Rigs and partial Rigs.

"S&P" has the meaning specified therefor in the definition of Cash Equivalents.

"Sanctioned Entity" means (a) a country or territory or a government of a country or territory, (b) an agency of the government of a country or territory, (c) an organization directly or indirectly controlled by a country or territory or its government, or (d) a Person resident in or determined to be resident in a country or territory, in each case of clauses (a) through (d) that is a target of Sanctions, including a target of any country sanctions program administered and enforced by OFAC.

"Sanctioned Person" means, at any time, (a) any a Person named on the list of Specially Designated Nationals and Blocked Persons maintained by OFAC, OFAC's consolidated Non-SDN list or any other Sanctions-related list maintained by any relevant Governmental Authority, (b) a Person or legal entity that is a target of Sanctions, (c) any Person operating, organized or resident in a Sanctioned Entity, or (d) any Person directly or indirectly owned or controlled (individually or in the aggregate) by or acting on behalf of any such Person or Persons described in clauses (a) through (c) above.

"Sanctions" means individually and collectively, respectively, any and all economic sanctions, trade sanctions, financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes anti-terrorism laws and other sanctions laws, regulations or embargoes, including those imposed, administered or enforced from time to time by: (a) the United States of America, including those administered by OFAC, the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future executive order, (b) the United Nations Security Council, (c) the European Union or any European Union member state, (d) Her Majesty's Treasury of the United Kingdom, or (e) any other Governmental Authority with jurisdiction over any member of the Lender Group or any Loan Party or any of their respective Subsidiaries.

"SEC" means the United States Securities and Exchange Commission and any successor thereto.

"Securities Account" means a securities account (as that term is defined in the UCC).

"Securities Act" means the Securities Act of 1933, as amended from time to time, and any successor statute.

"Settlement Date" has the meaning specified therefor in Section 2.4(b).

"Solvency Certificate" means a certificate of the chief financial officer of the Lead Borrower, in the form attached hereto as Exhibit S-1.

"Solvent" means, with respect to any Person as of any date of determination, that (a) at fair valuations, the sum of such Person's debts (including contingent liabilities) is less than all of such Person's assets, (b) such Person is not engaged or about to engage in a business or transaction for which the remaining assets of such Person are unreasonably small in relation to the business or transaction or for which the property remaining with such Person is an unreasonably small capital, (c) such Person has not incurred and does not intend to incur, or reasonably believe that it will incur, debts beyond its ability to pay such debts as they become due (whether at maturity or otherwise), and (d) such Person is "solvent" or not "insolvent", as applicable within the meaning given those terms and similar terms under applicable laws relating to fraudulent transfers and conveyances. For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standard No. 5).

"Specified Event of Default" means (a) any Event of Default arising under Section 8.1 of this Agreement, (b) any Event of Default arising under Section 8.4 of this Agreement, (c) any Event of Default arising under Section 8.5 of this Agreement, (d) any Event of Default arising under Section 8.2(a) of this Agreement resulting from the failure to comply with Section 5.2 of this Agreement (with respect to delivery of each of the items set forth in clauses (a) through (h) of Schedule 5.2 to this Agreement), (e) any Event of Default arising under Section 8.2(a) of this Agreement resulting from the failure to comply with [Section 7(k)] of the Guaranty and Security Agreement, (f) any Event of Default arising under Section 8.2(a) arising from the failure to comply with Section 7 of this Agreement and (g) any Event of Default arising under Section 8.7 of this Agreement resulting from any representation or warranty under Section 4.22 of this Agreement being untrue.

"Subordination Provisions" has the meaning specified therefor in Section 8.13 of this Agreement.

"Subsidiary" of a Person means a corporation, partnership, limited liability company, or other entity in which that Person directly or indirectly owns or controls the Equity Interests having ordinary voting power to elect a majority of the board of directors (or appoint other comparable managers) of such corporation, partnership, limited liability company, or other entity.

"Swap Obligation" means, with respect to any Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"Tax Lender" has the meaning specified therefor in Section 14.2(a) of this Agreement.

"Taxes" means any taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature now or hereafter imposed by any jurisdiction or by any political subdivision or taxing authority thereof or therein, and all interest, penalties or additions to tax with respect thereto.

"Trademark Security Agreement" has the meaning specified therefor in the Guaranty and Security Agreement.

"Transaction Expenses" means any fees or expenses incurred or paid by the Borrowers or any of their Subsidiaries in connection with the Transactions, this Agreement and the other Loan Documents and the transactions contemplated hereby and thereby.

"Transactions" means, collectively, (a) the funding (or deemed funding) of the Term Loans on the Closing Date and the execution and delivery of Loan Documents to be entered into on the Closing Date, (b) the effectiveness of the ABL Documents to be entered into on the Closing Date, (d) consummation of the DIP Refinancing and the Additional Notes Refinancing, and other transactions as set forth in the Confirmation Order, (e) the payment of Transaction Expenses, (d) any restructuring or reorganization as contemplated by the Approved Plan, and (f) all other transactions under, pursuant to, or otherwise relating to, the Chapter 11 Cases or the Approved Plan or under the Confirmation Order.

"UCC" means the New York Uniform Commercial Code, as in effect from time to time.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Unfinanced Capital Expenditures" means Capital Expenditures (a) not financed with the proceeds of any incurrence of Indebtedness (other than the incurrence of Indebtedness under the ABL Credit Agreement), the proceeds of any sale or issuance of Equity Interests or equity contributions, the proceeds of any asset sale, or any insurance proceeds, and (b) that are not reimbursed by a third person (excluding any Loan Party or any of its Affiliates) in the period such expenditures are made pursuant to a written agreement.

"United States" means the United States of America.

"U.S. Special Resolution Regimes" has the meaning specified therefor in Section 17.20 of this Agreement.

"Voidable Transfer" has the meaning specified therefor in Section 17.8 of this Agreement.

"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.

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution 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.

1.2 Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with GAAP; provided, that, if Lead Borrower notifies Agent that Borrowers request an amendment to any provision hereof to eliminate the effect of any Accounting Change occurring after the Closing Date or in the application thereof on the operation of such provision (or if Agent notifies Lead Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such Accounting Change or in the application thereof, then Agent and Borrowers agree that they will negotiate in good faith amendments to the provisions of this Agreement that are directly affected by such Accounting Change with the intent of having the respective positions of Lenders and Borrowers after such Accounting Change conform as nearly as possible to their respective positions immediately before such Accounting Change took effect and, until any such amendments have been agreed upon and reasonably agreed to by Agent, the provisions in this Agreement shall be calculated as if no such Accounting Change had occurred. When used herein, the term "financial statements" shall include the notes and schedules thereto. Whenever the term "Parent", "Borrowers" is used in respect of a financial covenant or a related definition, it shall be understood to mean the Loan Parties and their Subsidiaries on a consolidated basis, unless the context clearly requires otherwise. Notwithstanding anything to the contrary contained herein, all financial statements delivered hereunder shall be prepared, and all financial covenants contained herein shall be calculated, without giving effect to any election under the Statement of Financial Accounting Standards Board's Accounting Standards Codification Topic 825 (or any similar accounting principle) permitting a Person to value its financial liabilities or Indebtedness at the fair value thereof.

1.3 UCC. Any terms used in this Agreement that are defined in the UCC, shall be construed and defined as set forth in the UCC unless otherwise defined herein; provided, that, to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 of the UCC shall govern.

1.4 Construction. Unless the context of this Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement or any other Loan Document refer to this Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any other Loan Document to (i) any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein), and (ii) any law, statute, rule or regulation shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such law (it being understood that nothing in this clause shall give retroactive effect to such consolidation, amendment, replacement, supplement or interpretation). 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. Any reference herein or in any other Loan Document to the satisfaction, repayment, or payment in full of the Obligations shall mean (a) the payment or repayment in full in immediately available funds of (i) the principal amount of, and interest accrued and unpaid with respect to, all outstanding Loans, together with the payment of any premium applicable to the repayment of the Loans, (ii) all Lender Group Expenses that have accrued and are unpaid regardless of whether demand has been made therefor, and (iii) all fees or charges that have accrued hereunder or under any other Loan Document and are unpaid, (b) the receipt by Agent of cash collateral in order to secure any other contingent Obligations for which a claim or demand for payment has been made on or prior to such time or in respect of matters or circumstances known to Agent or a Lender at such time that are reasonably expected to result in any loss, cost, damage, or expense (including attorneys' fees and legal expenses), such cash collateral to be in such amount as Agent reasonably determines is appropriate to secure such contingent Obligations, and (c) the termination of all of the Commitments of the Lenders. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

1.5 Time References. Unless the context of this Agreement or any other Loan Document clearly requires otherwise, all references to time of day refer to Central standard time or Central daylight saving time, as in effect in Dallas, Texas on such day. For purposes of the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to and including"; provided, that, with respect to a computation of fees or interest payable to Agent or any Lender, such period shall exclude the first day and include the last day so long as payment is received on or before the time specified in Section 2.4, but in any event consist of at least one (1) full day.

1.6 Schedules and Exhibits. All of the schedules and exhibits attached to this Agreement shall be deemed incorporated herein by reference.

1.7 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if

any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

2. LOANS AND TERMS OF PAYMENT.

2.1 Term Loans. Subject to the terms and conditions set forth herein, in the Approved Plan and the Confirmation Order, and to give effect to the DIP Refinancing and the Additional Notes Refinancing, (i) each Lender severally agrees to make, and shall be deemed to have made, to Borrowers on the Closing Date, Term Loans denominated in Dollars in an aggregate amount not to exceed the amount of such Lender's Commitment, and each Lender shall be bound by the terms of this Agreement regardless of whether such Person has executed a signature page hereto; *provided*, that each Lender shall be deemed to have funded its Commitment as Term Loans on the Closing Date automatically upon the effectiveness of this Agreement. Amounts borrowed under this Section 2.1 and repaid or prepaid may not be reborrowed.

2.2 [Reserved].

2.3 [Reserved].

2.4 Payments; Reductions of Commitments; Prepayments.

(a) **Payments by Borrower**. Except as otherwise expressly provided herein, all payments by Borrowers shall be made to Agent's Account for the account of the Lender Group and shall be made in immediately available funds, no later than 1:00 p.m. on the date specified herein; provided that, for the avoidance of doubt, any payments deposited into a Controlled Account (as defined in the Guaranty and Security Agreement) shall be deemed not to be received by Agent on any Business Day unless immediately available funds have been credited to Agent's Account prior to 1:00 p.m. on such Business Day. Any payment received by Agent later than 1:00 p.m. shall be deemed to have been received (unless Agent, with the consent of the Required Lenders, elects to credit it on the date received) on the following Business Day and any applicable interest or fee shall continue to accrue until such following Business Day.

(b) **Apportionment and Application**.

(i) So long as no Application Event has occurred and is continuing, all principal and interest payments received by Agent shall be apportioned ratably among the Lenders (according to the unpaid principal balance of the Obligations to which such payments relate held by each Lender) and all payments of fees and expenses received by Agent (other than fees or expenses that are for Agent's separate account) shall be apportioned ratably among the Lenders having a Pro Rata Share of the type of Obligation to which a particular fee or expense relates.

(ii) Subject to Section 2.4(b)(v) and Section 2.4(e), all payments to be made hereunder by Borrowers shall be remitted to Agent and all such payments, and all proceeds of Collateral received by Agent, shall be applied, so long as no Application Event has occurred and is continuing, to reduce the balance of the Term Loans outstanding and, thereafter, to Borrowers or such other Person entitled thereto under applicable law.

(iii) At any time that an Application Event has occurred and is continuing, all payments remitted to Agent and all proceeds of Collateral received by Agent shall be applied as follows:

(A) first, to pay any Lender Group Expenses (including cost or expense reimbursements) or indemnities then due to Agent under the Loan Documents, until paid in full,

(B) second, to pay any fees or premiums then due to Agent under the Loan Documents, until paid in full,

(C) third, ratably, to pay any Lender Group Expenses (including cost or expense reimbursements) or indemnities then due to any of Lenders under the Loan Documents, until paid in full,

(D) fourth, ratably, to pay any fees or premiums then due to any of Lenders under the Loan Documents, until paid in full,

(E) fifth, ratably, to pay interest accrued in respect of the Term Loans, until paid in full,

(F) sixth, ratably, to pay the principal of all Term Loans, until paid in full,

(G) seventh, to Borrowers or such other Person entitled thereto under applicable law.

(iv) Agent promptly shall distribute to each Lender, pursuant to the applicable wire instructions received from each Lender in writing, such funds as it may be entitled to receive.

(v) In each instance, so long as no Application Event has occurred and is continuing, Section 2.4(b)(iii) shall not apply to any payment made by Borrowers to Agent and specified by Lead Borrower to be for the payment of specific Obligations then due and payable (or prepayable) under any provision of this Agreement or any other Loan Document.

(vi) For purposes of Section 2.4(b)(iii), "paid in full" of a type of Obligation means payment in cash or immediately available funds of all amounts owing on account of such type of Obligation, including interest accrued after the commencement of any Insolvency Proceeding, default interest, interest on interest, and expense reimbursements, irrespective of whether any of the foregoing would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(vii) In the event of a direct conflict between the priority provisions of this Section 2.4 and any other provision contained in this Agreement or any other Loan Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, then the terms and provisions of this Section 2.4 shall control and govern.

(c) **Termination of Commitments**. The Commitments shall automatically and immediately terminate in full upon the deemed funding of the Term Loans on the Closing Date.

(d) **Optional Prepayments**.

(i) Borrowers may, upon written notice to the Agent as provided in clause (ii) below, at any time or from time to time, voluntarily prepay the Loans in whole or in part, at par, without any premium or penalty, plus the interest accrued and unpaid thereon.

(ii) Lead Borrower shall give the Agent written notice (a "Prepayment Notice") of any prepayment to be made pursuant to Section 2.4(d)(i) at least five (5) Business Days prior to the date such prepayment is to be made (such date, which shall be a Business Day, a "Settlement Date") specifying:

(A) the Settlement Date;

(B) the aggregate amount of the principal of the Term Loans to be prepaid and the accrued and unpaid interest thereon; and

(C) that such prepayment is to be made pursuant to Section 2.4(d).

Upon the giving of such Prepayment Notice, the principal amount of the Loans specified in the Prepayment Notice, and the interest accrued and unpaid thereon to the Settlement Date shall become due and payable on the Settlement Date. The Agent will promptly notify each Lender of its receipt of each such Prepayment Notice, and of the amount of such Lender's Pro Rata Share of such prepayment. If such notice is given by the Borrowers, the Borrowers shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Notwithstanding the foregoing, a Prepayment Notice may state that it is conditioned upon the effectiveness of other credit facilities or one or more other events specified therein, in which case such notice may be revoked by the Borrower (by notice to the Agent on or prior to the applicable Settlement Date) if such condition is not satisfied.

(e) **Mandatory Prepayments**.

(i) **Dispositions**. If (x) any Borrower or any of its Subsidiaries Disposes of any property or assets consisting of Term Priority Collateral or, after the Discharge of ABL Priority Obligations (as defined in the Intercreditor Agreement), ABL Priority Collateral pursuant to clauses (o), (q) or (r) of the definition of "Permitted Disposition") or (y) any Casualty Event occurs with respect to any property or assets consisting of Term Priority Collateral or, after the Discharge of ABL Priority Obligations, ABL Priority Collateral, which results in the realization or receipt by ICD or any of its Subsidiaries of Net Cash Proceeds, such Person shall, subject to the terms of the Intercreditor Agreement, cause to be prepaid a principal amount of the Loans in an amount equal to 100% of all Net Cash Proceeds received therefrom on or prior to the date which is five (5) Business Days after the date of the realization or receipt by such Person of such Net Cash Proceeds.

(ii) **Indebtedness**. If any Borrower or any of its Subsidiaries incurs or issues any Indebtedness after the Closing Date (other than Permitted Indebtedness), Borrowers shall cause to be prepaid an aggregate principal amount of the Term Loans in an amount equal to 100% of all Net Cash Proceeds received therefrom immediately upon receipt by such Borrower or any of its Subsidiaries of such Net Cash Proceeds; provided, that such prepayment shall not be deemed to cure any Default or Event of Default resulting from the incurrence of such Indebtedness.

(iii) **Notice of Mandatory Prepayments**. Lead Borrower shall notify the Agent in writing of any mandatory prepayment under this Section 2.4(e) at least two (2) Business Days prior to the prepayment date. Upon receipt of such notice, the Agent shall promptly notify the Lenders in writing of such prepayment.

(iv) **Declined Proceeds**. Any Lender may elect to decline the entire portion of the prepayment of Term Loans pursuant to this Section 2.4(e) (such declined amount, "Declined Proceeds" by delivering written notice to the Agent of such election at least one (1) Business Day prior to the date of such prepayment, in which case, Borrowers shall retain such Declined Proceeds for use in any manner permitted by this Agreement and the other Loan Documents. In the absence of delivery of a notice declining any prepayment by any Lender within the time frame set forth in this clause (e)(iv), such Lender shall automatically be deemed to have accepted such payment.

(f) **Application of Payments**. Each prepayment pursuant to Section 2.4(e) shall, (i) so long as no Application Event shall have occurred and be continuing, be applied, first, to the outstanding principal amount of the Term Loans until paid in full, and (ii) if an Application Event shall have occurred and be continuing, be applied in the manner set forth in Section 2.4(b)(iii).

2.5 Promise to Pay; Promissory Notes.

(a) **Promise to Pay**. Borrowers jointly and severally agree to pay Lender Group Expenses incurred promptly and, in any event, within three (3) Business Days of receipt of notice thereof by Agent. Borrowers jointly and severally promise to pay all of the Obligations (including principal, interest, premiums, if any, fees, costs, and expenses (including Lender Group Expenses)) in full on the Maturity Date or, if earlier, on the date on which such Obligations become due and payable pursuant to the terms of this Agreement. Borrowers agree that their obligations contained in the first sentence of this Section 2.5(a) shall survive payment or satisfaction in full of all other Obligations.

(b) **Promissory Notes**. Any Lender may request that any portion of its Term Loans made by it be evidenced by one or more promissory notes. In such event, Borrowers shall execute and deliver to such Lender the requested promissory notes payable to such Lender or its registered assigns in a form furnished by Agent and reasonably satisfactory to Borrowers. Thereafter, the portion of the Term Loans evidenced by such promissory notes and interest thereon shall at all times be represented by one or more promissory notes in such form payable to the payee named therein or its registered assigns.

2.6 Interest Rates, Payments, and Calculations.

(a) **Interest Rates**. Except as provided in Section 2.6(c), all Obligations shall bear interest on the Daily Balance at a per annum rate equal to [6.00%].

(b) **[Reserved]**.

(c) **Default Rate**. (i) Automatically upon the occurrence and during the continuation of any Event of Default under Section 8.1, Section 8.4 or Section 8.5, and (ii) upon the occurrence and during the continuation of any other Event of Default, at the election of Agent or Required Lenders, all Obligations that have been charged to any Loan Account pursuant to the terms hereof shall bear interest on the Daily Balance thereof at a per annum rate equal to two (2) percentage points above the per annum rate otherwise applicable hereunder.

(d) **Payment**. Except to the extent provided to the contrary in Section 2.10, all interest and all other fees payable hereunder or under any of the other Loan Documents shall be due and payable, in arrears, on the first day of each month, and (ii) all costs and expenses payable hereunder or under any of the other Loan Documents, and all other Lender Group Expenses shall be due and payable on the earlier of (A) the first day of the month following the date on which the applicable costs, expenses, or Lender Group Expenses were first incurred, or (B) the date on which demand therefor is made by Agent (it being acknowledged and agreed that any charging of such costs, expenses or Lender Group Expenses to the Loan Account pursuant to the provisions of the following sentence shall be deemed to constitute a demand for payment thereof for the purposes of this subclause (B)). Borrowers hereby authorize Agent, from time to time without prior notice to Borrowers, to charge to the Loan Account (A) on the first day of each month, all interest accrued during the prior month on the Term Loans, (B) [reserved], (C) as and when incurred or accrued, all fees and costs provided for in Section 2.10(a) or (c), (D) [reserved], (E) as and when due and payable, all other fees payable hereunder or under any of the other Loan Documents, (F) as and when incurred or accrued, all other Lender Group Expenses, and (G) as and when due and payable all other payment obligations payable under any Loan Document.

(e) **Computation**. All interest and fees chargeable under the Loan Documents shall be computed on the basis of a 360 day year, in each case, for the actual number of days elapsed in the period during which the interest or fees accrue. In the event the Base Rate is changed from time to time hereafter, the rates of interest hereunder based upon the Base Rate automatically and immediately shall be increased or decreased by an amount equal to such change in the Base Rate.

(f) **Intent to Limit Charges to Maximum Lawful Rate**. In no event shall the interest rate or rates payable under this Agreement, plus any other amounts paid in connection herewith, exceed the highest rate permissible under any law that a court of competent jurisdiction shall, in a final determination, deem applicable. Borrowers and the Lender Group, in executing and delivering this Agreement, intend legally to agree upon the rate or rates of interest and manner of payment stated within it; provided, that, anything contained herein to the contrary notwithstanding, if such rate or rates of interest or manner of payment exceeds the maximum allowable under applicable law, then, ipso facto, as of the date of this Agreement, Borrowers are and shall be liable only for the payment of such maximum amount as is allowed by law, and payment received from Borrowers in excess of such legal maximum, whenever received, shall be applied to reduce the principal balance of the Obligations to the extent of such excess.

(g) **[Reserved]**.

2.7 Crediting Payments. The receipt of any payment item by Agent shall not be required to be considered a payment on account unless such payment item is a wire transfer of immediately available funds made to Agent's Account or unless and until such payment item is honored when presented for payment. Should any payment item not be honored when presented for payment, then Borrowers shall be deemed not to have made such payment. Anything to the contrary contained herein notwithstanding, any payment item shall be deemed received by Agent only if it is received into Agent's Account on a Business Day on or before 1:30 p.m. If any payment item is received into Agent's Account on a non-Business Day or after 1:30 p.m. on a Business Day (unless the Required Lenders, in their sole discretion, elect to credit it on the date received), it shall be deemed to have been received by Agent as of the opening of business on the immediately following Business Day.

2.8 [Reserved].

2.9 Maintenance of Loan Account; Statements of Obligations. Agent shall maintain an account on its books in the name of Borrowers (the "Loan Account") on which Borrowers will be charged with all Term Loans made by the Lenders to Borrowers, and with all other payment Obligations hereunder or under the other Loan Documents, including, accrued interest, fees and expenses, and Lender Group Expenses. In accordance with Section 2.7, the Loan Account will be credited with all payments received by Agent from Borrower or for Borrowers' account. Agent shall make available to Borrowers monthly statements regarding the Loan Account, including the principal amount of the Term Loans, interest accrued hereunder, fees accrued or charged hereunder or under the other Loan Documents, and a summary itemization of all charges and expenses constituting Lender Group Expenses accrued hereunder or under the other Loan Documents, and each such statement, absent manifest error, shall be conclusively presumed to be correct and accurate and constitute an account stated between Borrowers and the Lender Group unless, within thirty (30) days after Agent first makes such a statement available to Borrowers, Borrowers shall deliver to Agent written objection thereto describing the error or errors contained in such statement.

2.10 Fees. Borrowers shall, and hereby jointly and severally agree to, pay to Agent, for the account of Agent, as and when due and payable under the terms of the Fee Letter, the fees set forth in the Fee Letter.

2.11 Joint and Several Liabilities of Borrowers.

(a) Each Borrower is accepting joint and several liability hereunder and under the other Loan Documents in consideration of the financial accommodations to be provided by the Lender Group under this Agreement, for the mutual benefit, directly and indirectly, of each Borrower and in consideration of the undertakings of the other Borrowers to accept joint and several liability for the Obligations.

(b) Each Borrower, jointly and severally, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Borrowers, with respect to the payment and performance of all of the Obligations (including any Obligations arising under this Section 2.11), it being the intention of the parties hereto that all the Obligations shall be the joint and several obligations of each Borrower without preferences or distinction among them. Accordingly, each Borrower hereby waives any and all suretyship defenses that would otherwise be available to such Borrower under applicable law.

(c) If and to the extent that any Borrower shall fail to make any payment with respect to any of the Obligations as and when due, whether upon maturity, acceleration, or otherwise, or to perform any of the Obligations in accordance with the terms thereof, then in each such event the other Borrowers will make such payment with respect to, or perform, such Obligations until such time as all of the Obligations are paid in full and without the need for demand, protest, or any other notice or formality.

(d) The Obligations of each Borrower under the provisions of this Section 2.11 constitute the absolute and unconditional, full recourse Obligations of each Borrower enforceable against each Borrower to the full extent of its properties and assets, irrespective of the validity, regularity or enforceability of the provisions of this Agreement (other than this Section 2.11(d)) or any other circumstances whatsoever.

(e) Without limiting the generality of the foregoing and except as otherwise expressly provided in this Agreement, each Borrower hereby waives presentments, demands for performance, protests and notices, including notices of acceptance of its joint and several liability, notice of any Term Loans issued under or pursuant to this Agreement, notice of the occurrence of any Default, Event of Default, notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Agreement, notices of the existence, creation, or incurring of new or additional Obligations or other financial accommodations or of any demand for any payment under this Agreement, notice of any action at any time taken or omitted by Agent or Lenders under or in respect of any of the Obligations, any right to proceed against any other Borrower or any other Person, to proceed against or exhaust any security held from any other Borrower or any other Person, to protect, secure, perfect, or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any other Borrower, any other Person, or any collateral, to pursue any other remedy in any member of the Lender Group's power whatsoever, any requirement of diligence or to mitigate damages and, generally, to the extent permitted by applicable law, all demands, notices and other formalities of every kind in connection with this Agreement (except as otherwise provided in this Agreement), any right to assert against any member of the Lender Group, any defense (legal or equitable), set-off, counterclaim, or claim which each Borrower may now or at any time hereafter have against any other Borrower or any other party liable to any member of the Lender Group, any defense, set-off, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Obligations or any security therefor, and any right or defense arising by reason of any claim or defense based upon an election of remedies by any member of the Lender Group including any defense based upon an impairment or elimination of such Borrower's rights of subrogation, reimbursement, contribution, or indemnity of such Borrower against any other Borrower. Without limiting the generality of the foregoing, each Borrower hereby assents to, and waives notice of, any extension or postponement of the time for the payment of any of the Obligations, the acceptance of any payment of any of the Obligations, the acceptance of any partial payment thereon, any waiver, consent or other action or acquiescence by Agent or Lenders at any time or times in respect of any default by any Borrower in the performance or satisfaction of any term, covenant,

condition or provision of this Agreement, any and all other indulgences whatsoever by Agent or Lenders in respect of any of the Obligations, and the taking, addition, substitution or release, in whole or in part, at any time or times, of any security for any of the Obligations or the addition, substitution or release, in whole or in part, of any Borrower. Without limiting the generality of the foregoing, each Borrower assents to any other action or delay in acting or failure to act on the part of any Agent or Lender with respect to the failure by any Borrower to comply with any of its respective Obligations, including, without limitation, any failure strictly or diligently to assert any right or to pursue any remedy or to comply fully with applicable laws or regulations thereunder, which might, but for the provisions of this Section 2.11 afford grounds for terminating, discharging or relieving any Borrower, in whole or in part, from any of its Obligations under this Section 2.11, it being the intention of each Borrower that, so long as any of the Obligations hereunder remain unsatisfied, the Obligations of each Borrower under this Section 2.11 shall not be discharged except by performance and then only to the extent of such performance. The Obligations of each Borrower under this Section 2.11 shall not be diminished or rendered unenforceable by any winding up, reorganization, arrangement, liquidation, reconstruction or similar proceeding with respect to any other Borrower or any Agent or Lender. Each of the Borrowers waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement hereof. Any payment by any Borrower or other circumstance which operates to toll any statute of limitations as to any Borrower shall operate to toll the statute of limitations as to each of the Borrowers. Each of the Borrowers waives any defense based on or arising out of any defense of any Borrower or any other Person, other than payment of the Obligations to the extent of such payment, based on or arising out of the disability of any Borrower or any other Person, or the validity, legality, or unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Borrower other than payment of the Obligations to the extent of such payment. Agent may, at the election of the Required Lenders, foreclose upon any Collateral held by Agent by one or more judicial or nonjudicial sales or other dispositions, whether or not every aspect of any such sale is commercially reasonable or otherwise fails to comply with applicable law or may exercise any other right or remedy Agent, any other member of the Lender Group may have against any Borrower or any other Person, or any security, in each case, without affecting or impairing in any way the liability of any of the Borrowers hereunder except to the extent the Obligations have been paid.

(f) Each Borrower represents and warrants to Agent and Lenders that such Borrower is currently informed of the financial condition of Borrowers and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of nonpayment of the Obligations. Each Borrower further represents and warrants to Agent and Lenders that such Borrower has read and understands the terms and conditions of the Loan Documents. Each Borrower hereby covenants that such Borrower will continue to keep informed of Borrowers' financial condition and of all other circumstances which bear upon the risk of nonpayment or nonperformance of the Obligations.

(g) The provisions of this Section 2.11 are made for the benefit of Agent, each member of the Lender Group and their respective successors and assigns, and may be enforced by it or them from time to time against any or all Borrowers as often as occasion therefor may arise and without requirement on the part of Agent, any member of the Lender Group or any of their successors or assigns first to marshal any of its or their claims or to exercise any of its or their rights against any Borrower or to exhaust any remedies available to it or them against any Borrower or to resort to any other source or means of obtaining payment of any of the Obligations hereunder or to elect any other remedy. The provisions of this Section 2.11 shall remain in effect until all of the Obligations shall have been paid in full or otherwise fully satisfied. If at any time, any payment, or any part thereof, made in respect of any of the Obligations, is rescinded or must otherwise be restored or returned by Agent or any Lender upon the insolvency, bankruptcy or reorganization of any Borrower, or otherwise, the provisions of this Section 2.11 will forthwith be reinstated in effect, as though such payment had not been made.

(h) Each Borrower hereby agrees that it will not enforce any of its rights of contribution or subrogation against any other Borrower with respect to any liability incurred by it hereunder or under any of the other Loan Documents, any payments made by it to Agent or Lenders with respect to any of the Obligations or any collateral security therefor until such time as all of the Obligations have been paid in full in cash. Any claim which any Borrower may have against any other Borrower with respect to any payments to any Agent or any member of the Lender Group hereunder are hereby expressly made subordinate and junior in right of payment, without limitation as to any increases in the Obligations arising hereunder or thereunder, to the prior payment in full in cash of the Obligations and, in the event of any insolvency, bankruptcy, receivership, liquidation, reorganization, administration, or other similar proceeding under the laws of any jurisdiction relating to any Borrower, its debts or its assets, whether voluntary or involuntary, all such Obligations shall be paid in full in cash before any payment or distribution of any character, whether in cash, securities or other property, shall be made to any other Borrower therefor.

(i) Each Borrower hereby agrees that after the occurrence and during the continuance of any Cash Dominion Event, such Borrower will not demand, sue for or otherwise attempt to collect any indebtedness of any other Borrower owing to such Borrower until the Obligations shall have been paid in full in cash. If, notwithstanding the foregoing sentence, such Borrower shall collect, enforce or receive any amounts in respect of such indebtedness, such amounts shall be collected, enforced and received by such Borrower as trustee for Agent, and such Borrower shall deliver any such amounts to Agent for application to the Obligations in accordance with Section 2.4(b).

3. CONDITIONS; TERM OF AGREEMENT.

3.1 Conditions Precedent to the Term Loans. The obligation of each Lender to make (or to be deemed to have made) its Term Loans hereunder is subject to the fulfillment, to the satisfaction of Agent and each Lender, of each of the conditions precedent set forth on Schedule 3.1 (the making of such initial extension of credit by a Lender being conclusively deemed to be its satisfaction or waiver of the conditions precedent).

3.2 Effect of Maturity. On the Maturity Date all of the Obligations immediately shall become due and payable without notice or demand and Borrowers shall be required to repay all of the Obligations in full. No termination of the obligations of the Lender Group (other than payment in full of the Obligations) shall relieve or discharge any Loan Party of its duties, obligations, or covenants hereunder or under any other Loan Document and Agent's Liens in the Collateral shall continue to secure the Obligations and shall remain in effect until all Obligations have been paid in full. When all of the Obligations have been paid in full, Agent will, at Borrowers' sole expense, execute and deliver any termination statements, lien releases, discharges of security interests, and other similar discharge or release documents (and, if applicable, in recordable form) as are reasonably necessary to release, as of record, Agent's Liens and all notices of security interests and liens previously filed by Agent.

4. REPRESENTATIONS AND WARRANTIES.

In order to induce the Lender Group to enter into this Agreement, each Loan Party makes the following representations and warranties to Agent which shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), as of the Closing Date, and shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), as of the date of the making of each Term Loan (or other extension of credit) made thereafter, as though made on and as of the date of such Term Loan (or other extension of credit) (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations

and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date), and such representations and warranties shall survive the execution and delivery of this Agreement:

4.1 Due Organization and Qualification; Subsidiaries.

(a) Each Loan Party and each of its Subsidiaries (i) is duly organized and existing and in good standing under the laws of the jurisdiction of its organization, (ii) is qualified to do business in any state where the failure to be so qualified would reasonably be expected to result in a Material Adverse Effect, and (iii) has all requisite power and authority to own and operate its properties and to carry on its business as now conducted and as proposed to be conducted, except where failure to do so would not reasonably be expected to result in a Material Adverse Effect. Each Loan Party has the requisite power and authority to enter into the Loan Documents to which it is a party and to carry out the transactions contemplated thereby.

(b) Set forth on Schedule 4.1(b) to this Agreement (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under this Agreement) is a complete and accurate description of the authorized Equity Interests of each Loan Party, by class, and, as of the Closing Date, a description of the number of shares of each such class that are issued and outstanding.

(c) Set forth on Schedule 4.1(c) to this Agreement (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under this Agreement), is a complete and accurate list of the Loan Parties' direct and indirect Subsidiaries, showing: (i) the number of shares of each class of common and preferred Equity Interests authorized for each of such Subsidiaries, and (ii) the number and the percentage of the outstanding shares of each such class owned directly or indirectly by each Loan Party. All of the outstanding Equity Interests of each such Subsidiary has been validly issued and is fully paid and non-assessable.

(d) Except as set forth on Schedule 4.1(d) to this Agreement, there are no subscriptions, options, warrants, or calls relating to any shares of any Loan Party's or any of its Subsidiaries' Equity Interests, including any right of conversion or exchange under any outstanding security or other instrument. No Loan Party is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of its Equity Interests or any security convertible into or exchangeable for any of its Equity Interests.

4.2 Due Authorization; No Conflict.

(a) After giving effect to the Confirmation Order and the Plan of Reorganization, as to each Loan Party, the execution, delivery, and performance by such Loan Party of the Loan Documents to which it is a party have been duly authorized by all necessary action on the part of such Loan Party.

(b) After giving effect to the Confirmation Order and the Plan of Reorganization, as to each Loan Party, the execution, delivery, and performance by such Loan Party of the Loan Documents to which it is a party do not and will not (i) violate any material provision of federal, state, or local law or regulation applicable to any Loan Party or its Subsidiaries, the Governing Documents of any Loan Party or its Subsidiaries, or any order, judgment, or decree of any court or other Governmental Authority binding on any Loan Party or its Subsidiaries where any such violation would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under the ABL Documents or any other Material Contract of any Loan Party or its Subsidiaries where any such conflict, breach or default would individually or in the aggregate reasonably be expected to have a Material Adverse Effect, (iii) result in or

require the creation or imposition of any Lien of any nature whatsoever upon any assets of any Loan Party, other than Permitted Liens, or (iv) require any approval of any holder of Equity Interests of a Loan Party or any approval or consent of any Person under any material agreement of any Loan Party, other than consents or approvals that have been obtained and that are still in force and effect and except, in the case of material agreements, for consents or approvals, the failure to obtain would not individually or in the aggregate reasonably be expected to cause a Material Adverse Effect.

4.3 Governmental Consents. After giving effect to the Confirmation Order and the Plan of Reorganization, the execution, delivery, and performance by each Loan Party of the Loan Documents to which such Loan Party is a party and the consummation of the transactions contemplated by the Loan Documents do not and will not require any registration with, consent, or approval of, or notice to, or other action with or by, any Governmental Authority, other than registrations, consents, approvals, notices, or other actions that have been obtained and that are still in force and effect or if not obtained, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, and except for filings and recordings with respect to the Collateral to be made, or otherwise delivered to Agent for filing or recordation, as of the Closing Date.

4.4 Binding Obligations; Perfected Liens.

(a) Each Loan Document has been duly executed and delivered by each Loan Party that is a party thereto and is the legally valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

(b) Upon execution and delivery of the Loan Documents and after giving effect to the Confirmation Order and the Plan of Reorganization, Agent's Liens are validly created, perfected (other than (i) in respect of motor vehicles that are subject to a certificate of title, (ii) money, (iii) letter-of-credit rights (other than supporting obligations), (iv) commercial tort claims (other than those that, by the terms of the Guaranty and Security Agreement, are required to be perfected), and (v) any Deposit Accounts and Securities Accounts not subject to a Control Agreement as permitted by Section 7(k) of the Guaranty and Security Agreement, and subject only to the filing of financing statements, the recordation of the Patent Security Agreement, the Trademark Security Agreement, and the Copyright Security Agreement, in each case, in the appropriate filing offices), and first priority Liens, subject only to Permitted Liens which are non-consensual Permitted Liens, Liens securing Permitted Purchase Money Indebtedness, the interests of lessors under Capital Leases or, solely in the case of ABL Priority Collateral, subject to Liens permitted by clause (p) of the definition of Permitted Liens.

4.5 Title to Assets; No Encumbrances. After giving effect to the Confirmation Order and the Plan of Reorganization, each of the Loan Parties and its Subsidiaries has (a) good, sufficient and legal title to (in the case of fee interests in Real Property), (b) valid leasehold interests in (in the case of leasehold interests in real or personal property), and (c) good and marketable title to (in the case of all other personal property), all of their respective Accounts, Rig Fleet Equipment and other material assets reflected in their most recent financial statements delivered pursuant to Section 5.1, in each case except for assets disposed of since the date of such financial statements to the extent permitted hereby and, solely as to leasehold interests, except to the extent the failure to have such valid leasehold interests would not reasonably be expected to have a Material Adverse Effect. All of such assets are free and clear of Liens except for Permitted Liens.

4.6 Litigation.

(a) After , t effect to the Confirmation Order and the Plan of Reorganizationhere are no actions, suits, or proceedings pending or, to the knowledge of any Borrower, threatened in writing against a Loan Party or any of its Subsidiaries that either individually or in the aggregate would reasonably be expected to result in a Material Adverse Effect.

(b) Schedule 4.6(b) to this Agreement sets forth a complete and accurate description of each of the actions, suits, or proceedings with asserted liabilities in excess of, or that could reasonably be expected to result in liabilities in excess of, $1,000,000 that, as of the Closing Date, is pending or, to the knowledge of any Borrower threatened in writing against a Loan Party or any of its Subsidiaries.

4.7 Compliance with Laws. No Loan Party nor any of its Subsidiaries (a) is in violation of any applicable laws, rules, regulations, executive orders, or codes (including Environmental Laws) that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect, or (b) is subject to or in default with respect to any final judgments, writs, injunctions, decrees, rules or regulations of any court or any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect.

4.8 No Material Adverse Effect. All historical financial statements relating to the Loan Parties and their Subsidiaries that have been delivered by Borrowers to any Lender have been prepared in accordance with GAAP (except, in the case of unaudited financial statements, for the lack of footnotes and being subject to year-end audit adjustments) and present fairly in all material respects, the Loan Parties' and their Subsidiaries' consolidated financial condition as of the date thereof and results of operations for the period then ended. Since the Closing Date, no event, circumstance, or change has occurred that has or could reasonably be expected to result in a Material Adverse Effect.

4.9 Solvency. As of the Closing Date, after giving effect to the Transactions, the Loan Parties and their Subsidiaries, taken as a whole on a consolidated basis, are Solvent.

4.10 Employee Benefits.

(a) Except as set forth on Schedule 4.10, no Loan Party, none of their Subsidiaries, nor any of their ERISA Affiliates maintains or contributes to any Pension Plan. No ERISA Event has occurred that, when taken together with all other ERISA Events for which liability is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Effect.

(b) (i) No ERISA Event has occurred during the five year period prior to the date on which this representation is made or deemed made or is reasonably expected to occur; (ii) neither any Loan Party nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iii) neither any Loan Party nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 of ERISA with respect to a Multiemployer Plan; and (iv) neither any Loan Party nor any ERISA Affiliate has engaged in a transaction that could reasonably be expected to be subject to Sections 4069 or 4212(c) of ERISA, except, with respect to each of the foregoing clauses of this Section 4.10(b), as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(c) The Pension Plans of any Loan Party and any ERISA Affiliate are funded to the extent required by the terms of each Pension Plan, if any, and by the requirements of any material law applicable in the jurisdiction in which the relevant Pension Plan is maintained, and neither any Loan Party nor any

ERISA Affiliate maintains a Pension Plan that is, or is expected to be, in at-risk status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the IRC) in each case, except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

4.11 Environmental Condition. Except as set forth on Schedule 4.11 to this Agreement, (a) to each Borrower's knowledge, no Loan Party's nor any of its Subsidiaries' properties or assets has ever been used by a Loan Party, its Subsidiaries, or by previous owners or operators in the disposal of, or to produce, store, handle, treat, release, or transport, any Hazardous Materials, where such disposal, production, storage, handling, treatment, release or transport was in violation, in any material respect, of any applicable Environmental Law, (b) [reserved], (c) no Loan Party nor any of its Subsidiaries has received written notice that a Lien arising under any Environmental Law has attached to any revenues or to any Real Property owned or operated by a Loan Party or its Subsidiaries, and (d) no Loan Party nor any of its Subsidiaries nor any of their respective facilities or operations is subject to any outstanding written order, consent decree, or settlement agreement with any Person relating to any Environmental Law or Environmental Liability that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect. Except as set forth on Schedule 4.11 to this Agreement, to each Borrower's knowledge, no Loan Party's nor any of its Subsidiaries' properties or assets has ever been listed as a Hazardous Materials disposal site under applicable Environmental Laws.

4.12 Complete Disclosure. All factual information taken as a whole (other than forward-looking information and projections and information of a general economic nature and general information about Borrowers' industry) furnished by or on behalf of a Loan Party or its Subsidiaries in writing to Agent (including all information contained in the Schedules hereto or in the other Loan Documents) for purposes of or in connection with this Agreement or the other Loan Documents, and all other such factual information taken as a whole (other than forward-looking information and projections and information of a general economic nature and general information about Loan Parties' industry) hereafter furnished by or on behalf of a Loan Party or its Subsidiaries in writing to Agent will be, true and accurate, in all material respects, on the date as of which such information is dated or certified and not incomplete by omitting to state any fact necessary to make such information (taken as a whole) not misleading in any material respect at such time in light of the circumstances under which such information was provided.

4.13 Patriot Act. To the extent applicable, each Loan Party is in compliance, in all material respects, with the (a) Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (b) Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act of 2001, as amended) (the "Patriot Act").

4.14 Indebtedness. Set forth on Schedule 4.14 to this Agreement is a true and complete list of all Indebtedness of each Loan Party and each of its Subsidiaries outstanding immediately prior to the Closing Date that is to remain outstanding immediately after giving effect to the closing hereunder on the Closing Date and such Schedule accurately sets forth the aggregate principal amount of such Indebtedness as of the Closing Date.

4.15 Payment of Taxes. Except as otherwise permitted under Section 5.5, all federal Tax returns and reports and all material state and local Tax returns and reports of each Loan Party and its Subsidiaries required to have been filed by any of them have been timely filed, and all material Taxes shown on such Tax returns to be due and payable and all other Taxes upon a Loan Party and its Subsidiaries and upon their respective assets, income, businesses and franchises that are due and payable have been paid when due and payable. Each Loan Party and each of its Subsidiaries have made adequate provision in accordance with GAAP for all Taxes not yet due and payable. No Borrower knows of any proposed material Tax assessment

against a Loan Party or any of its Subsidiaries that is not being actively contested by such Loan Party or such Subsidiary diligently, in good faith, and by appropriate proceedings; provided, that such reserves or other appropriate provisions, if any, as shall be required in conformity with GAAP shall have been made or provided therefor.

4.16 Margin Stock. Neither any Loan Party nor any of its Subsidiaries owns any Margin Stock or is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any Margin Stock. No part of the proceeds of the loans made to Borrowers will be used to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock or for any purpose that violates the provisions of Regulation T, U or X of the Board of Governors. Neither any Loan Party nor any of its Subsidiaries expects to acquire any Margin Stock.

4.17 Governmental Regulation. No Loan Party nor any of its Subsidiaries is subject to regulation under the Federal Power Act or the Investment Company Act of 1940 or under any other federal or state statute or regulation which may limit its ability to incur Indebtedness or which may otherwise render all or any portion of the Obligations unenforceable. No Loan Party nor any of its Subsidiaries is a "registered investment company" or a company "controlled" by a "registered investment company" or a "principal underwriter" of a "registered investment company" as such terms are defined in the Investment Company Act of 1940.

4.18 OFAC; Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws. No Loan Party or any of its Subsidiaries is in violation of any Sanctions. No Loan Party or any of its Subsidiaries or, to the knowledge of such Loan Party, any director, officer, employee or agent of such Loan Party or such Subsidiary (a) is a Sanctioned Person or a Sanctioned Entity, (b) has any assets located in Sanctioned Entities, or (c) derives revenues from investments in, or transactions with Sanctioned Persons or Sanctioned Entities. Each of the Loan Parties and its Subsidiaries has implemented and maintains in effect policies and procedures designed to ensure compliance with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Loan Parties and its Subsidiaries, and to the knowledge of each such Loan Party, each director, officer, employee and agent of each such Loan Party and each such Subsidiary, is in compliance with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. No proceeds of any Loan made hereunder will be used to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person or a Sanctioned Entity, or otherwise used in any manner that would result in a violation of any Sanction, Anti-Corruption Law or Anti-Money Laundering Law by any Person (including Agent, any Lender or any other individual or entity participating in any transaction).

4.19 Employee and Labor Matters. Except as would not individually or in the aggregate be reasonably expected to have a Material Adverse Effect, there is (i) no unfair labor practice complaint pending or, to the knowledge of any Borrower, threatened in writing against any Loan Party or its Subsidiaries before any Governmental Authority and no grievance or arbitration proceeding pending or threatened in writing against any Loan Party or its Subsidiaries which arises out of or under any collective bargaining agreement, (ii) no strike, labor dispute, slowdown, stoppage or similar action or grievance pending or threatened in writing against any Loan Party or its Subsidiaries, or (iii) to the knowledge of any Borrower, no union representation question existing with respect to the employees of any Loan Party or its Subsidiaries and no union organizing activity taking place with respect to any of the employees of any Loan Party or its Subsidiaries. None of any Loan Party or its Subsidiaries has incurred any material liability or obligation under the Worker Adjustment and Retraining Notification Act or similar state law, which remains unpaid or unsatisfied. The hours worked and payments made to employees of each Loan Party and its Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable legal requirements, except to the extent such violations would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. All material payments due from any Loan Party or its

Subsidiaries on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of Borrowers, except where the failure to do so would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

4.20 [Reserved].

4.21 Leases. After giving effect to the Confirmation Order and the Plan of Reorganization, each Loan Party and its Subsidiaries enjoy peaceful and undisturbed possession under all leases material to their business and to which they are parties or under which they are operating, and, subject to Permitted Protests, all of such material leases are valid and subsisting and no material default by the applicable Loan Party or its Subsidiaries exists under any of them.

4.22 Eligible Accounts. As to each Account that is identified by Borrowers as an Eligible Account in a Borrowing Base Certificate submitted to Agent, such Account is (a) a bona fide existing payment obligation of the applicable Account Debtor created by the rendition of services to such Account Debtor in the ordinary course of a Borrower's business, (b) owed to such Borrower without any known defenses, disputes, offsets, counterclaims, or rights of return or cancellation, and (c) not excluded as ineligible by virtue of one or more of the excluding criteria (other than any Agent-discretionary criteria) set forth in the definition of Eligible Accounts.

4.23 Confirmation Order. The Borrowers have delivered to Agent a complete and correct copy of the Approved Plan and the Confirmation Order (including all schedules, exhibits, amendments, supplements, modifications, assignments and all other documents delivered pursuant thereto or in connection therewith). The Loan Parties are not in default in the performance of or compliance with any provisions of the Approved Plan. The Approved Plan is in full force and effect as of the Closing Date and has not been terminated, rescinded or withdrawn. The Confirmation Order is a Final Order and is in full force and effect, and has not been amended, modified or stayed and no appeal therefrom or request for hearing with respect thereto is pending. All conditions to confirmation and effectiveness of the Approved Plan have been satisfied or validly waived pursuant to the Approved Plan (other than conditions consisting of the effectiveness of this Agreement). No court of competent jurisdiction has issued any injunction, restraining order or other order which remains in effect prohibits consummation of the transactions described in the Confirmation Order and no governmental or other action or proceeding has been commenced, seeking any injunction, restraining order or other order which seeks to void or otherwise modify the transactions described in the Confirmation Order.

4.24 ABL Documents. Borrowers have delivered to Agent and each Lender a complete and correct copy of the ABL Documents, including all schedules and exhibits thereto, executed on the Closing Date. The execution, delivery and performance of each of the ABL Documents has been duly authorized by all necessary action on the part of each Loan Party who is a party thereto. Each ABL Document is the legal, valid and binding obligation of each Loan Party that is a party thereto, enforceable against each such Loan Party in accordance with its terms, in each case, except (i) as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting generally the enforcement of creditors' rights, and (ii) the availability of the remedy of specific performance or injunctive or other equitable relief is subject to the discretion of the court before which any proceeding therefor may be brought.

5. AFFIRMATIVE COVENANTS.

Each Loan Party covenants and agrees that, until the payment in full of the Obligations:

5.1 Financial Statements, Reports, Certificates. Borrowers (a) will deliver to Agent each of the financial statements, reports, and other items set forth on Schedule 5.1 to this Agreement no later than the times specified therein, (b) agree that no Subsidiary of a Loan Party will have a fiscal year different from that of Administrative Borrower, (c) agree to maintain a system of accounting that enables Loan Parties to produce financial statements in accordance with GAAP, and (d) agree that they will, and will cause each other Loan Party to, (i) keep a reporting system that shows all additions, sales, claims, returns, and allowances with respect to their and their Subsidiaries' sales, and (ii) maintain their billing systems and practices substantially as in effect as of the Closing Date and shall only make material modifications thereto with notice to, and with the consent of, the Required Lenders.

5.2 Reporting. Borrowers (a) will deliver to Agent and each Lender each of the reports set forth on Schedule 5.2 to this Agreement at the times specified therein, and (b) agree to use commercially reasonable efforts in cooperation with Agent to facilitate and implement a system of electronic collateral reporting in order to provide electronic reporting of each of the items set forth on such Schedule. Borrower and Agent hereby agree that the delivery of such reports through Agent's electronic platform or portal, subject to Agent's authentication process, by such other electronic method as may be approved by Agent and the Required Lenders from time to time in their respective sole discretion, shall in each case be deemed to satisfy the obligation of Borrowers to deliver such reports, with the same legal effect as if such reports had been manually delivered to Agent and the Lenders.

5.3 Existence. Except as otherwise permitted under Section 6.3 or Section 6.4, each Loan Party will, and will cause each of its Subsidiaries to, at all times preserve and keep in full force and effect such Person's valid existence and good standing in its jurisdiction of organization and, except as would not reasonably be expected to result in a Material Adverse Effect, good standing with respect to all other jurisdictions in which it is qualified to do business and any rights, franchises, permits, licenses, accreditations, authorizations, or other approvals material to their businesses.

5.4 Maintenance of Properties. Each Loan Party will, and will cause each of its Subsidiaries to, maintain and preserve all of its assets that are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear, tear, casualty, and condemnation and Permitted Dispositions excepted (and except where the failure to so maintain and preserve assets could not reasonably be expected to result in a Material Adverse Effect).

5.5 Taxes. After giving effect to the Confirmation Order and the Plan of Reorganization, each Loan Party will, and will cause each of its Subsidiaries to, pay in full before delinquency or before the expiration of any extension period all Taxes imposed, levied, or assessed against it, or any of its assets or in respect of any of its income, businesses, or franchises, other than to the extent that the validity of such Tax is the subject of a Permitted Protest and except where the failure to pay such Taxes could not reasonably be expected to result in a Material Adverse Effect.

5.6 Insurance. Each Loan Party will, and will cause each of its Subsidiaries to, at the expense of such Loan Party or such Subsidiary, maintain insurance respecting each of each Loan Party's and its Subsidiaries' assets wherever located, covering liabilities, losses or damages as are customarily insured against by other Persons engaged in same or similar businesses and similarly situated and located. Borrowers also shall maintain, or cause a Loan Party to maintain, with respect to each Loan Party and each of its Subsidiaries, general liability insurance, flood insurance for Collateral located in a flood plain, product liability insurance, director's and officer's liability insurance, fiduciary liability insurance, and employment practices liability insurance, as well as insurance against larceny, embezzlement, and criminal misappropriation. All such policies of insurance shall be with financially sound and reputable insurance companies acceptable to Agent (it being agreed that, as of the Closing Date, the insurance companies with which the Borrowers maintain such insurance policies are acceptable to Agent) and in such amounts as is

carried generally in accordance with sound business practice by companies in similar businesses similarly situated and located and, in any event, in amount, adequacy, and scope reasonably satisfactory to Agent (it being agreed that the amount, adequacy, and scope of the policies of insurance of Borrowers in effect as of the Closing Date are acceptable to Agent). All property insurance policies are to be made payable to Agent for the benefit of Agent and Lenders, as their interests may appear, in case of loss, pursuant to a standard loss payable endorsement with a standard non-contributory "lender" or "secured party" clause and are to contain such other provisions as Agent may reasonably require to fully protect Agent's and Lenders' interest in the Collateral and to any payments to be made under such policies. All certificates of property and general liability insurance are to be delivered to Agent, with the Agent's loss payable and additional insured endorsements in favor of Agent, and shall provide for not less than thirty (30) days (ten (10) days in the case of non-payment) prior written notice to Agent of the exercise of any right of cancellation. If any Loan Party or its Subsidiaries fails to maintain such insurance, Agent may arrange for such insurance, but at Borrowers' expense and without any responsibility on Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Borrowers shall give Agent prompt notice of any loss exceeding $1,000,000 covered by the casualty or business interruption insurance of any Loan Party or its Subsidiaries. Upon the occurrence and during the continuance of an Event of Default, Agent (with the consent of the Required Lenders) shall have the sole right to file claims under any property and general liability insurance policies in respect of the Collateral, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies.

5.7 Inspection. Each Loan Party will, and will cause each of its Subsidiaries to, permit Agent, any Lender and each of their respective duly authorized representatives or agents to visit any of its properties and inspect any of its assets or books and records, to examine and make copies of its books and records, and to discuss its affairs, finances, and accounts with, and to be advised as to the same by, its officers and employees (provided, that an authorized representative of a Borrower shall be allowed to be present) at such reasonable times and intervals as Agent may designate and, so long as no Default or Event of Default has occurred and is continuing, with reasonable prior notice to Borrowers and during regular business hours, at Borrowers' expense and subject to the limitations set forth below in Section 5.7(c).

5.8 Compliance with Laws. Each Loan Party will, and will cause each of its Subsidiaries to, comply with the requirements of all applicable laws, rules, regulations, and orders of any Governmental Authority, other than laws, rules, regulations, and orders the non-compliance with which, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

5.9 Environmental. Each Loan Party will, and will cause each of its Subsidiaries to,

(a) Keep any property either owned or operated by any Loan Party or its Subsidiaries free of any Environmental Liens or post bonds or other financial assurances sufficient to satisfy the obligations or liability evidenced by such Environmental Liens,

(b) Comply with all Environmental Laws other than Environmental Laws the non-compliance with which, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect,

(c) Promptly notify Agent and Lenders of any release of which any Loan Party has knowledge of a Hazardous Material in any reportable quantity from or onto property owned or operated by any Loan Party or its Subsidiaries and take any Remedial Actions required to abate said release or otherwise to come into compliance with applicable Environmental Law, other than releases which, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, and

(d) Promptly, but in any event within ten Business Days of its receipt thereof, provide Agent and Lenders with written notice of any of the following: to the extent, in the case of clauses (ii) and (iii), any of the following could reasonably be expected to have a Material Adverse Effect: (i) notice that an Environmental Lien has been filed against any of the real or personal property of a Loan Party or its Subsidiaries, (ii) commencement of any Environmental Action or written notice that an Environmental Action will be filed against a Loan Party or its Subsidiaries, and (iii) written notice of a violation, citation, or other administrative order from a Governmental Authority.

5.10 Disclosure Updates. Each Loan Party will, promptly and in no event later than five (5) Business Days after obtaining knowledge thereof, notify Agent if any written information, exhibit, or report furnished to Agent or Lenders contained, at the time it was furnished, any untrue statement of a material fact or omitted to state any material fact necessary to make the statements contained therein, taken as a whole, not misleading in light of the circumstances in which made. The foregoing to the contrary notwithstanding, any notification pursuant to the foregoing provision will not cure or remedy the effect of the prior untrue statement of a material fact or omission of any material fact nor shall any such notification have the effect of amending or modifying this Agreement or any of the Schedules hereto.

5.11 Formation or Acquisition of Subsidiaries. If any Loan Party forms or acquires any new Subsidiary (other than an Excluded Subsidiary), such Loan Party shall, within fifteen (15) days of such event (or such later date as permitted by the Required Lenders), (a) cause such new Subsidiary (i) to be joined as a Borrower hereunder pursuant to a Joinder to this Agreement or to become a Guarantor of the Obligations, as determined by Agent, and (ii) to provide to Agent a joinder to the Guaranty and Security Agreement, in each case, together with such other security agreements, as well as appropriate financing statements, all in form and substance reasonably satisfactory to Agent (including being sufficient to grant Agent a first priority Lien (subject to Permitted Liens) in and to the assets of such newly formed or acquired Subsidiary), (b) provide, or cause the applicable Loan Party to provide, to Agent a pledge agreement (or an addendum to the Guaranty and Security Agreement) and appropriate certificates and powers or financing statements, pledging all of the direct or beneficial ownership interest in such new Subsidiary in form and substance reasonably satisfactory to Agent; provided, that the foregoing shall apply only to 65% of the total outstanding voting Equity Interests of any Excluded Subsidiary described in clause (a) or (c) of the definition or Excluded Subsidiary, and (c) provide to Agent all other documentation, including the Governing Documents of such Subsidiary and one or more opinions of counsel reasonably satisfactory to the Required Lenders, which, in the Required Lenders' opinion, is appropriate with respect to the execution and delivery of the applicable documentation referred to above. Any document, agreement, or instrument executed or issued pursuant to this Section 5.11 shall constitute a Loan Document.

5.12 Further Assurances. Each Loan Party will, and will cause each of the other Loan Parties to, at any time upon the reasonable request of the Required Lenders, in writing, execute or deliver to Agent and the Lenders any and all financing statements, security agreements, pledges, assignments, opinions of counsel, and all other documents (the "Additional Documents") that the Required Lenders may reasonably request in form and substance reasonably satisfactory to the Required Lenders, to create, perfect, and continue perfected or to better perfect Agent's Liens in all of the assets of each of the Loan Parties (whether now owned or hereafter arising or acquired, tangible or intangible), and in order to fully consummate all of the transactions contemplated hereby and under the other Loan Documents. To the maximum extent permitted by applicable law, if any Borrower or any other Loan Party refuses or fails to execute or deliver any reasonably requested Additional Documents within a reasonable period of time not to exceed ten (10) days following the request to do so, each Borrower and each other Loan Party hereby authorizes Agent (at the direction of the Required Lenders) to execute any such Additional Documents in the applicable Loan Party's name and authorizes Agent (at the direction of the Required Lenders) to file such executed Additional Documents in any appropriate filing office. In furtherance of, and not in limitation of, the foregoing, each Loan Party shall take such actions as Agent may reasonably request, in writing, from time

to time to ensure that the Obligations are guaranteed by the Guarantors and are secured by substantially all of the assets of the Loan Parties, including all of the outstanding capital Equity Interests of each Borrower and its Subsidiaries (in each case, other than with respect to any assets consisting of Excluded Collateral) pursuant to Section 3 of the Guaranty and Security Agreement).

5.13 Location of Chief Executive Office. Each Loan Party will, and will cause each of its Subsidiaries to, keep their respective chief executive offices only at the locations identified on Schedule 7 to the Guaranty and Security Agreement. Each Loan Party will, and will cause each of its Subsidiaries to, use their commercially reasonable efforts to obtain Collateral Access Agreements for each of the locations identified on Schedule 7 to the Guaranty and Security Agreement.

5.14 OFAC; Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws. Each Loan Party will, and will cause each of its Subsidiaries to, comply with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Loan Parties and its Subsidiaries will implement and maintain in effect policies and procedures designed to ensure compliance by the Loan Parties and their Subsidiaries and their respective directors, officers, employees and agents with, and each of the Loan Parties and their respective Subsidiaries will comply with, all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws.

5.15 Post-Closing Matters. Each Loan Party will, and will cause each of its Subsidiaries to, comply with the requirements set forth on Schedule 5.15, within the timeframes provided therein.

6. NEGATIVE COVENANTS.

Each Loan Party covenants and agrees that, until the payment in full of the Obligations:

6.1 Indebtedness. Each Loan Party will not, and will not permit any of its Subsidiaries to, create, incur, assume, suffer to exist, guarantee, or otherwise become or remain, directly or indirectly, liable with respect to any Indebtedness, except for Permitted Indebtedness.

6.2 Liens. Each Loan Party will not, and will not permit any of its Subsidiaries to, create, incur, assume, or suffer to exist, directly or indirectly, any Lien on or with respect to any of its assets, of any kind, whether now owned or hereafter acquired, or any income or profits therefrom, except for Permitted Liens.

6.3 Restrictions on Fundamental Changes. Each Loan Party will not, and will not permit any of its Subsidiaries to,

(a) Enter into any merger, consolidation, reorganization, or recapitalization, or reclassify its Equity Interests, except for (i) any merger between Loan Parties; provided, that a Borrower must be the surviving entity of any such merger to which it is a party, and Lead Borrower must be the surviving entity of any merger to which it is a party, (ii) any merger between a Loan Party and a Subsidiary of such Loan Party that is not a Loan Party so long as such Loan Party is the surviving entity of any such merger, and (iii) any merger between Subsidiaries of any Loan Party that are not Loan Parties,

(b) liquidate, wind up, or dissolve itself (or suffer any liquidation or dissolution), except for (i) the liquidation or dissolution of non-operating Subsidiaries of any Loan Party with nominal assets and nominal liabilities, (ii) the liquidation or dissolution of a Loan Party (other than any Borrower) or any of its wholly-owned Subsidiaries so long as all of the assets (including any interest in any Equity Interests) of such liquidating or dissolving Loan Party or Subsidiary are transferred to a Loan Party that is not liquidating or dissolving, or (iii) the liquidation or dissolution of a Subsidiary of any Loan Party that is not a Loan Party (other than any such Subsidiary the Equity Interests of which (or any portion thereof) is subject to a Lien

in favor of Agent) so long as all of the assets of such liquidating or dissolving Subsidiary are transferred to a Subsidiary of a Loan Party that is not liquidating or dissolving,

(c) suspend or cease operating a substantial portion of its or their business, except as permitted pursuant to clauses (a) or (b) above or in connection with a transaction permitted under Section 6.4, or

(d) change its classification/status for U.S. federal income tax purposes.

6.4 Disposal of Assets. Other than Permitted Dispositions or transactions expressly permitted by Sections 6.3 or 6.9, each Loan Party will not, and will not permit any of its Subsidiaries to, convey, sell, lease, license, assign, transfer, or otherwise dispose of any of its or their assets (including by an allocation of assets among newly divided limited liability companies pursuant to a "plan of division").

6.5 Nature of Business. Each Loan Party will not, and will not permit any of its Subsidiaries to, make any material change in the nature of its or their business as described in Schedule 6.5 to this Agreement or acquire any properties or assets that are not reasonably related to the conduct of such business activities; provided, that the foregoing shall not prevent any Loan Party and its Subsidiaries from engaging in any business that is reasonably related or ancillary to its or their business.

6.6 Prepayments and Amendments. Each Loan Party will not, and will not permit any of its Subsidiaries to,

(a) except in connection with Refinancing Indebtedness permitted by Section 6.1, optionally prepay, redeem, defease, purchase, or otherwise acquire any Indebtedness of any Loan Party or its Subsidiaries, other than (A) the Obligations in accordance with this Agreement, (B) Hedge Obligations permitted by clause (o) of the definition of "Permitted Indebtedness", (C) Permitted Intercompany Advances, (D) payments in respect of the ABL Indebtedness except to the extent prohibited by the terms of the Intercreditor Agreement or (E) other Indebtedness so long as each of the Payment Conditions shall be satisfied, or

(b) Directly or indirectly, amend, modify, or change any of the terms or provisions of:

(i) any agreement, instrument, document, indenture, or other writing evidencing or concerning Permitted Indebtedness other than (A) the Obligations in accordance with this Agreement, (B) Hedge Obligations permitted by clause (o) of the definition of "Permitted Indebtedness", (C) Permitted Intercompany Advances, (D) the ABL Documents to the extent not prohibited by the Intercreditor Agreement, and (E) Indebtedness permitted under clauses (c), (e) and (f) of the definition of Permitted Indebtedness, or

(ii) the Governing Documents of any Loan Party or any of its Subsidiaries if the effect thereof, either individually or in the aggregate, would reasonably be expected to be materially adverse to the interests of the Agent or the Lenders.

6.7 Restricted Payments; Management Fees. Each Loan Party will not, and will not permit any of its Subsidiaries to, make any Restricted Payment; provided, that so long as it is permitted by law:

(a) (i) Each Subsidiary of a Loan Party may make Restricted Payments to any Loan Party and (ii) each Subsidiary of a Loan Party that is not a Loan Party may make Restricted Payments to another Subsidiary that is not a Loan Party.

(b) Parent may pay management fees to the Permitted Holders in an aggregate amount not to exceed $250,000 per calendar year, so long as no Default or Event of Default shall have occurred and be continuing or would result therefrom.

(c) Any amounts paid by the Parent as withholding taxes in connection with net share settlements of such securities under any equity incentive plan of the Parent approved by the stockholders of the Parent.

(d) So long as no Default or Event of Default shall have occurred and be continuing or would result therefrom, Parent may make other Restricted Payments with proceeds received by Parent from the sale of Equity Interests of Parent; provided that any such Restricted Payments are made no later than 30 days after such proceeds have been received by Parent.

(e) Each Loan Party and each of its Subsidiaries may make other Restricted Payments; provided, that, each of the Payment Conditions shall be satisfied.

(f) With respect to any taxable period (or portion thereof) for which the Lead Borrower and any of its Subsidiaries are members of a consolidated, combined, affiliated, unitary or similar income tax group for U.S. federal or applicable state or local income tax purposes of which a direct or indirect parent of the Lead Borrower is the common parent, Borrowers and their Subsidiaries may pay dividends or make distributions to such direct or indirect parent of the Borrower in an amount not to exceed the sum of the amount of the relevant U.S. federal, state and/or local income taxes that the Borrowers and such Subsidiaries, as applicable, would have paid for such taxable period had the Borrowers and such Subsidiaries, as applicable, been a stand-alone corporate taxpayer or a stand-alone corporate group, reduced by any such taxes directly paid or withheld at the level of the Borrowers or such Subsidiaries; provided, that distributions pursuant to this clause shall not exceed the actual tax liability of such direct or indirect parent of the Lead Borrower in respect of the relevant U.S. federal, state and/or income taxes.

6.8 Accounting Methods. Each Loan Party will not, and will not permit any of its Subsidiaries to, modify or change its fiscal year or its method of accounting (other than as may be required to conform to GAAP).

6.9 Investments. Each Loan Party will not, and will not permit any of its Subsidiaries to, directly or indirectly, make or acquire any Investment or incur any liabilities (including contingent obligations) for or in connection with any Investment except for Permitted Investments.

6.10 Transactions with Affiliates. Each Loan Party will not, and will not permit any of its Subsidiaries to, directly or indirectly, enter into or permit to exist any transaction with any Affiliate of any Loan Party or any of its Subsidiaries except for:

(a) transactions (other than the payment of management, consulting, monitoring, or advisory fees) between such Loan Party or its Subsidiaries, on the one hand, and any Affiliate of such Loan Party or its Subsidiaries, on the other hand, so long as such transactions are no less favorable, taken as a whole, to such Loan Party or its Subsidiaries, as applicable, than would be obtained in an arm's length transaction with a non-Affiliate,

(b) any indemnity provided for the benefit of directors (or comparable managers) of a Loan Party or one of its Subsidiaries so long as it has been approved by such Loan Party's or such Subsidiary's board of directors (or comparable governing body) in accordance with applicable law,

(c) the payment of reasonable compensation, severance, or employee benefit arrangements to employees, officers, and outside directors of a Loan Party or one of its Subsidiaries in the ordinary course of business and consistent with industry practice so long as it has been approved by such Loan Party's or such Subsidiary's board of directors (or comparable governing body) in accordance with applicable law,

(d) (i) transactions solely among the Loan Parties, and (ii) transactions solely among Subsidiaries of Loan Parties that are not Loan Parties,

(e) transactions permitted by Section 6.3, Section 6.7, or Section 6.9,

(f) Permitted Indebtedness constituting Subordinated Indebtedness owing to Affiliates,

(g) agreements for the non-exclusive licensing of intellectual property, or distribution of products, in each case, among the Loan Parties and their Subsidiaries for the purpose of the counterparty thereof operating its business, and agreements for the assignment of intellectual property from any Loan Party or any of its Subsidiaries to any Loan Party, or

(h) transactions contemplated by the terms of the Approved Plan.

6.11 Use of Proceeds. Each Loan Party will not, and will not permit any of its Subsidiaries to, use the proceeds of any Loan made (or deemed made) hereunder for any purpose other than consistent with the terms and conditions hereof, for their lawful and permitted purposes; provided that (x) no part of the proceeds of the loans made (or deemed made) to Borrowers will be used to purchase or carry any such Margin Stock or to extend credit to others for the purpose of purchasing or carrying any such Margin Stock or for any purpose that violates the provisions of Regulation T, U or X of the Board of Governors, (y) no part of the proceeds of any Loan will be used, directly or indirectly, to make any payments to a Sanctioned Entity or a Sanctioned Person, to fund any investments, loans or contributions in, or otherwise make such proceeds available to, a Sanctioned Entity or a Sanctioned Person, to fund any operations, activities or business of a Sanctioned Entity or a Sanctioned Person), or in any other manner that would result in a violation of Sanctions by any Person, and (z) no part of the proceeds of any Loan will be used, directly or indirectly, 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 any Sanctions, Anti-Corruption Laws or Anti-Money Laundering Laws.

6.12 Limitation on Issuance of Equity Interests. Except for the issuance or sale of Qualified Equity Interests by Parent, each Loan Party will not, and will not permit any of its Subsidiaries to, issue or sell any of its Equity Interests.

7. [RESERVED].

8. EVENTS OF DEFAULT.

Any one or more of the following events shall constitute an event of default (each, an "Event of Default") under this Agreement:

8.1 Payments. If Borrowers fail to pay when due and payable, or when declared due and payable, (a) all or any portion of the Obligations consisting of interest, fees, or charges due to the Lender Group, reimbursement of Lender Group Expenses, or other amounts (other than any portion thereof constituting principal) constituting Obligations (including any portion thereof that accrues after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any

such Insolvency Proceeding), and such failure continues for a period of three Business Days or (b) all or any portion of the principal of the Obligations;

8.2 Covenants. If any Loan Party or any of its Subsidiaries:

(a) fails to perform or observe any covenant or other agreement contained in any of (i) Sections 5.1, 5.2, 5.3 (solely if any Borrower is not in existence in its jurisdiction of organization), 5.5, 5.6, 5.7, 5.11, 5.13, 5.14 or 5.15 of this Agreement, (ii) Section 6 of this Agreement, (iii) Section 7 of this Agreement (subject to the Cure Right), or (iv) Section 7 of the Guaranty and Security Agreement;

(b) fails to perform or observe any covenant or other agreement contained in any of Sections 5.3 (other than if any Borrower is not in existence in its jurisdiction of organization), 5.4, 5.8, 5.10 and 5.12 of this Agreement and such failure continues for a period of fifteen (15) days after the earlier of (i) the date on which such failure shall first become known to any officer of any Borrower, or (ii) the date on which written notice thereof is given to Borrowers by Agent; or

(c) fails to perform or observe any covenant or other agreement contained in this Agreement, or in any of the other Loan Documents, in each case, other than any such covenant or agreement that is the subject of another provision of this Section 8 (in which event such other provision of this Section 8 shall govern), and such failure continues for a period of thirty (30) days after the earlier of (i) the date on which such failure shall first become known to any officer of any Borrower, or (ii) the date on which written notice thereof is given to Borrowers by Agent;

8.3 Judgments. If one or more judgments, orders, or awards for the payment of money involving an aggregate amount of $5,000,000, or more (except to the extent fully covered (other than to the extent of customary deductibles) by insurance pursuant to which the insurer has not denied coverage) is entered or filed against a Loan Party or any of its Subsidiaries, or with respect to any of their respective assets, and either (a) there is a period of thirty consecutive days at any time after the entry of any such judgment, order, or award during which (i) the same is not discharged, satisfied, vacated, or bonded pending appeal, or (ii) a stay of enforcement thereof is not in effect, or (b) enforcement proceedings are commenced upon such judgment, order, or award;

8.4 Voluntary Bankruptcy, Etc. If an Insolvency Proceeding is commenced by a Loan Party or any of its Subsidiaries;

8.5 Involuntary Bankruptcy, Etc. If an Insolvency Proceeding is commenced against a Loan Party or any of its Subsidiaries and any of the following events occur: (a) such Loan Party or such Subsidiary consents to the institution of such Insolvency Proceeding against it, (b) the petition commencing the Insolvency Proceeding is not timely controverted, (c) the petition commencing the Insolvency Proceeding is not dismissed within sixty (60) calendar days of the date of the filing thereof, (d) an interim trustee is appointed to take possession of all or any substantial portion of the properties or assets of, or to operate all or any substantial portion of the business of, such Loan Party or its Subsidiary, or (e) an order for relief shall have been issued or entered therein;

8.6 Default under Other Agreements. If (a) an "event of default" occurs under the ABL Documents or (b) there is a default in one or more other agreements to which a Loan Party or any of its Subsidiaries is a party with one or more third Persons relative to a Loan Party's or any of its Subsidiaries' Indebtedness involving an aggregate amount of $5,000,000 or more (other than Indebtedness under the ABL Documents), and such default (i) occurs at the final maturity of the obligations thereunder, or (ii) results in a right by such third Person, irrespective of whether exercised, to accelerate the maturity of such Loan Party's or its Subsidiary's obligations thereunder, or (c) a default in or an involuntary early

termination of one or more Hedge Agreements to which a Loan Party or any of its Subsidiaries is a party and any Lender is a counterparty, or (d) a default in or an involuntary early termination of one or more Hedge Agreements to which a Loan Party or any of its Subsidiaries is a party and the swap termination costs to be paid by such Loan Party or Subsidiary to the counterparty in accordance with the terms of such Hedge Agreement are $2,000,000 or more;

8.7 Representations, Etc. If any warranty, representation, certificate, statement, or Record made herein or in any other Loan Document or delivered in writing to Agent or any Lender in connection with this Agreement or any other Loan Document proves to be untrue in any material respect (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of the date of issuance or making or deemed making thereof;

8.8 Guaranty. If the obligation of any Guarantor under the guaranty contained in the Guaranty and Security Agreement or under any other guaranty in favor of Agent is limited or terminated by operation of law or by such Guarantor (other than in accordance with the terms of this Agreement) or if any Guarantor repudiates or revokes or purports to repudiate or revoke any such guaranty;

8.9 Collateral Documents. If the Guaranty and Security Agreement or any other Collateral Document, shall, for any reason, fail or cease to create a valid and perfected and, (except to the extent of Permitted Liens which are non-consensual Permitted Liens, Liens securing Permitted Purchase Money Indebtedness or the interests of lessors under Capital Leases) first priority Lien on the Collateral covered thereby, or such Lien shall for any reason cease to be a perfected and first priority Lien (except to the extent of Permitted Liens which are non-consensual Permitted Liens, Liens securing Permitted Purchase Money Indebtedness or the interests of lessors under Capital Leases), except (a) as a result of a disposition of the applicable Collateral in a transaction permitted under this Agreement, (b) with respect to Collateral the aggregate value of which, for all such Collateral, does not exceed at any time, $2,500,000 or (c) pursuant to the terms of the Intercreditor Agreement;

8.10 Loan Documents. The validity or enforceability of any Loan Document shall at any time for any reason (other than solely as the result of an action or failure to act on the part of Agent) be declared to be null and void, or a proceeding shall be commenced by a Loan Party or its Subsidiaries, or by any Governmental Authority having jurisdiction over a Loan Party or its Subsidiaries, seeking to establish the invalidity or unenforceability thereof, or a Loan Party or its Subsidiaries shall deny that such Loan Party or its Subsidiaries has any liability or obligation purported to be created under any Loan Document;

8.11 Change of Control. Other than with respect to transactions contemplated by the Approved Plan to occur on the Plan Effective Date, a Change of Control shall occur, whether directly or indirectly;

8.12 ERISA. (i) The occurrence of any of the following events: (a) any Loan Party or ERISA Affiliate fails to make full payment when due of all amounts which any Loan Party or ERISA Affiliate is required to pay as contributions, installments, or otherwise to or with respect to a Pension Plan or Multiemployer Plan, and such failure could reasonably be expected to result in liability to any Loan Party in excess of $1,000,000, or (b) an ERISA Event, which could reasonably be expected to result in liability to any Loan Party in excess of $1,000,000, either individually or in the aggregate; or

8.13 Subordination; Intercreditor Agreement. (a) The provisions of the Intercreditor Agreement shall, in whole or in part, terminate, cease to be effective or cease to be legally valid, binding and enforceable against the ABL Agent and the ABL Lenders, or (b) the subordination provisions of the documents evidencing or governing any Subordinated Indebtedness (together with similar provisions of the Intercreditor Agreement (collectively, the "Subordination Provisions")) shall, in whole or in part, terminate,

cease to be effective or cease to be legally valid, binding and enforceable against any holder of such Indebtedness; or (c) any Person shall, directly or indirectly, disavow or contest in any manner (A) the effectiveness, validity or enforceability of any of the Subordination Provisions, (B) that the Subordination Provisions exist for the benefit of the Loan Parties, or (C) that all payments of principal of or premium and interest on the applicable Indebtedness, or realized from the liquidation of any property of any Loan Party, shall be subject to any Subordination Provisions applicable thereto.

9. RIGHTS AND REMEDIES.

9.1 Rights and Remedies. Upon the occurrence and during the continuation of an Event of Default, Agent may, and, at the instruction of the Required Lenders, shall (in each case under clauses (a) or (b) below by written notice to Lead Borrower), in addition to any other rights or remedies provided for hereunder or under any other Loan Document or by applicable law, do any one or more of the following:

(a) by written notice to Lead Borrower, declare the Obligations, whether evidenced by this Agreement or by any of the other Loan Documents immediately due and payable, whereupon the same shall become and be immediately due and payable and Borrowers shall be obligated to repay all of such Obligations in full, without presentment, demand, protest, or further notice or other requirements of any kind, all of which are hereby expressly waived by Borrower;

(b) by written notice to Lead Borrower, declare the Commitments terminated, whereupon the Commitments shall immediately be terminated together with any obligation of any Lender hereunder to make Term Loans; and

(c) exercise all other rights and remedies available to Agent or Lenders under the Loan Documents or applicable law.

The foregoing to the contrary notwithstanding, upon the occurrence of any Event of Default described in Section 8.4 or Section 8.5, in addition to the remedies set forth above, without any notice to Borrower or any other Person or any act by the Lender Group, the Commitments shall automatically terminate and the Obligations, inclusive of all accrued and unpaid interest thereon and all fees, other premiums and all other amounts owing under this Agreement or under any of the other Loan Documents, shall automatically and immediately become due and payable and Borrower shall be obligated to repay all of such Obligations in full, without presentment, demand, protest, or notice of any kind, all of which are expressly waived by Borrower.

9.2 Remedies Cumulative. The rights and remedies of the Lender Group under this Agreement, the other Loan Documents, and all other agreements shall be cumulative. The Lender Group shall have all other rights and remedies not inconsistent herewith as provided under the UCC, by law, or in equity. No exercise by the Lender Group of one right or remedy shall be deemed an election, and no waiver by the Lender Group of any Event of Default shall be deemed a continuing waiver. No delay by the Lender Group shall constitute a waiver, election, or acquiescence by it.

10. WAIVERS; INDEMNIFICATION.

10.1 Demand; Protest; etc. Each Borrower waives demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment, nonpayment at maturity, release, compromise, settlement, extension, or renewal of documents, instruments, chattel paper, and guarantees at any time held by the Lender Group on which any Borrower may in any way be liable.

10.2 The Lender Group's Liability for Collateral. Each Borrower hereby agrees that: (a) the Lender Group shall not in any way or manner be liable or responsible for: (i) the safekeeping of the Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the value thereof, or (iv) any act or default of any carrier, warehouseman, bailee, forwarding agency, or other Person, and (b) all risk of loss, damage, or destruction of the Collateral shall be borne by the Loan Parties.

10.3 Indemnification. Each Loan Party shall pay, indemnify, defend, and hold the Agent-Related Persons, the Lender-Related Persons, and each Participant (each, an "Indemnified Person") harmless (to the fullest extent permitted by law) from and against any and all claims, demands, suits, actions, investigations, proceedings, liabilities, fines, costs, penalties, and damages, and all reasonable fees and disbursements of attorneys (limited to a single counsel for the Agent, a single counsel for the other Persons in the Lender Group taken as a whole, one local counsel for Agent, one local counsel for the other Persons in the Lender Group taken as a whole, in each appropriate jurisdiction (as applicable) and, in the case of an actual or perceived conflict of interest involving an Indemnified Person, one counsel for such Indemnified Person), experts, or consultants and all other costs and expenses actually incurred in connection therewith or in connection with the enforcement of this indemnification (as and when they are incurred and irrespective of whether suit is brought), at any time asserted against, imposed upon, or incurred by any of them (a) in connection with or as a result of or related to the execution and delivery, enforcement, performance, or administration (including any restructuring or workout with respect hereto) of this Agreement, any of the other Loan Documents, or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Person is a party thereto, whether or not such claim, litigation, investigation or proceeding are brought by a Loan Party or its equity holders, affiliates, creditors or any other person, or the transactions contemplated hereby or thereby or the monitoring of Loan Parties' compliance with the terms of the Loan Documents (provided, that, the indemnification in this clause (a) shall not extend to (i) disputes solely between or among Lenders, (ii) disputes solely between or among Lenders and their respective Affiliates; it being understood and agreed that the indemnification in this clause (a) shall extend to Agent (but not Lenders unless the dispute involves an act or omission of a Loan Party) relative to disputes between or among Agent on the one hand, and one or more Lenders, or one or more of their Affiliates, on the other hand, or (iii) any Taxes or any costs attributable to Taxes (other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim), which shall be governed by Section 16.1), (b) with respect to any actual or prospective investigation, litigation, or proceeding related to this Agreement, any other Loan Document, the making of any Loans, or the use of the proceeds of any Loans provided hereunder (irrespective of whether any Indemnified Person is a party thereto), or any act, omission, event, or circumstance in any manner related thereto, and (c) in connection with or arising out of any presence or release of Hazardous Materials at, on, under, to or from any assets or properties owned, leased or operated by any Loan Party or any Environmental Actions, Environmental Liabilities or Remedial Actions related in any way to any such assets or properties of Loan Parties (each and all of the foregoing, the "Indemnified Liabilities"). The foregoing to the contrary notwithstanding, Loan Parties shall have no obligation to any Indemnified Person under this Section 10.3 with respect to any Indemnified Liability that a court of competent jurisdiction finally determines to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnified Person or its Affiliates, or its or their respective officers, directors, employees, attorneys, or agents, or from a material breach of the material obligations of any such Indemnified Person (other than an Agent Related Person) under the Loan Documents. The terms of this Section 10.3 shall survive the termination of this Agreement and the repayment in full of the Obligations. If any Indemnified Person makes any payment to any other Indemnified Person with respect to an Indemnified Liability as to which Loan Parties were required to indemnify the Indemnified Person receiving such payment, the Indemnified Person making such payment is entitled to be indemnified and reimbursed by Loan Parties with respect thereto. **WITHOUT LIMITATION, THE FOREGOING INDEMNITY SHALL APPLY TO EACH INDEMNIFIED PERSON WITH RESPECT TO INDEMNIFIED LIABILITIES WHICH IN**

WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF ANY NEGLIGENT ACT OR OMISSION OF SUCH INDEMNIFIED PERSON OR OF ANY OTHER PERSON; **PROVIDED, THAT, THE FOREGOING INDEMNITY SHALL NOT APPLY IF A COURT OF COMPETENT JURISDICTION ENTERS A FINAL NON APPEALABLE JUDGMENT THAT SUCH INDEMNIFIED LIABILITIES HAVE RESULTED (I) FROM, IN THE CASE OF ANY AGENT RELATED PERSON, OR (II) PRIMARILY FROM, IN THE CASE OF ANY OTHER INDEMNIFIED PERSON, IN EACH CASE, THE GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PERSON OR ITS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, OR AGENTS**.

11. NOTICES.

Unless otherwise provided in this Agreement, all notices or demands relating to this Agreement or any other Loan Document shall be in writing and (except for financial statements and other informational documents which may be sent by first-class mail, postage prepaid) shall be personally delivered or sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier, electronic mail (at such email addresses as a party may designate in accordance herewith), or telefacsimile. In the case of notices or demands to any Loan Party or Agent, as the case may be, they shall be sent to the respective address set forth below:

If to any Loan Party: c/o Independence Contract Drilling, Inc.
20475 State Highway 249
Suite 300
Houston, TX, 77070
Attn: Anthony Gallegos
Fax No. 713-800-7417

with copies to: Sidley Austin LLP
1000 Louisiana Street
Suite 6000
Houston, TX 77002
Attn: David Buck
Fax No. 713-495-7799

If to Agent: [U.S. Bank Trust Company, National Association
Global Corporate Trust
8 Greenway Plaza, Suite 1100
Houston, TX 77046
Attention: A. Hoyos (Independence Contract Drilling, Inc.)
Telephone:(713) 212-7576
Email: Alejandro.Hoyos@usbank.com][2]

with copies to: [●]

Any party hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other party. All notices or demands sent in accordance with this Section 11, shall be deemed received on the earlier of the date of actual receipt or three (3) Business Days

[2] NTD: Agent contact to be confirmed.

after the deposit thereof in the mail; provided, that, (a) notices sent by overnight courier service shall be deemed to have been given when received, (b) notices by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient), and (c) notices by electronic mail shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment).

12. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

(a) THE VALIDITY OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK; PROVIDED, HOWEVER, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK SHALL GOVERN IN REGARD TO THE VALIDITY, PRIORITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL CONTINUE TO APPLY TO THAT EXTENT.

(b) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, THAT, ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH LOAN PARTY AND EACH MEMBER OF THE LENDER GROUP WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 12(b).

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH LOAN PARTY AND EACH MEMBER OF THE LENDER GROUP HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH LOAN PARTY AND EACH MEMBER OF THE LENDER GROUP REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(d) EACH LOAN PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK AND THE STATE OF NEW YORK, IN ANY ACTION

OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH 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. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

13. ASSIGNMENTS AND PARTICIPATIONS; SUCCESSORS.

13.1 Assignments and Participations.

(a) Subject to the conditions set forth in Section 13.1(a)(ii) below, any Lender may assign and delegate all or any portion of its rights and duties under the Loan Documents (including the Obligations owed to it) to one or more assignees (each, an "Assignee"), with the prior written consent (such consent not be unreasonably withheld or delayed) of:

(i) Lead Borrower; provided, that, (A) no consent of Lead Borrower shall be required (1) if an Event of Default exists or has occurred and is continuing, or (2) in connection with an assignment to a Related Fund or to a Person that is a Lender or an Affiliate (other than natural persons) of a Lender and (B) Borrowers shall be deemed to have consented to a proposed assignment unless they object thereto by written notice to Agent within five (5) Business Days after having received notice thereof; and

(ii) Agent.

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

(i) no assignment may be made (i) as long as no Event of Default has occurred and is continuing, to any Disqualified Lender, or (ii) to a natural person,

(ii) no assignment may be made to a Loan Party, an Affiliate of a Loan Party, any holder of Subordinated Indebtedness,

(iii) the amount of the other rights and obligations of the assigning Lender hereunder and under the other Loan Documents subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to Agent) shall be in a minimum amount (unless waived by Agent) of $1,000,000 (except such minimum amount shall not apply to (A) an assignment or delegation by any Lender to any other Lender, an Affiliate of any Lender, or a Related Fund of such Lender, or (B) a group of new Lenders, each of which is an Affiliate of each other or a Related Fund of such new Lender to the extent that the aggregate amount to be assigned to all such new Lenders is at least $1,000,000),

(iv) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement,

(v) the parties to each assignment shall execute and deliver to Agent an Assignment and Acceptance; provided, that, Borrowers and Agent may continue to deal solely and directly with the assigning Lender in connection with the interest so assigned to an Assignee until written notice of such

assignment, together with payment instructions, addresses, and related information with respect to the Assignee, have been given to Borrowers and Agent by such Lender and the Assignee,

(vi) unless waived by Agent, the assigning Lender or Assignee has paid to Agent, for Agent's separate account, a processing fee in the amount of $3,500;

(vii) the assignee, if it is not a Lender, shall deliver to Agent an Administrative Questionnaire in a form approved by Agent (the "Administrative Questionnaire"); and

(c) From and after the date that Agent notifies the assigning Lender (with a copy to Lead Borrower) that it has received an executed Assignment and Acceptance and, if applicable, payment of the required processing fee, (i) the Assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Acceptance, shall be a "Lender" and shall have the rights and obligations of a Lender under the Loan Documents, and (ii) the assigning Lender shall, to the extent that rights and obligations hereunder and under the other Loan Documents have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights (except with respect to Section 10.3 and Section 16) and be released from any future obligations under this Agreement (and in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement and the other Loan Documents, such Lender shall cease to be a party hereto and thereto); provided, however, that nothing contained herein shall release any assigning Lender from obligations that survive the termination of this Agreement, including such assigning Lender's obligations under Section 15 and Section 17.9(a).

(d) By executing and delivering an Assignment and Acceptance, the assigning Lender thereunder and the Assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Loan Document furnished pursuant hereto, (ii) such assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of Borrowers or the performance or observance by Borrowers of any of their obligations under this Agreement or any other Loan Document furnished pursuant hereto, (iii) such Assignee confirms that it has received a copy of this Agreement, together with such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance, (iv) such Assignee will, independently and without reliance upon Agent, such assigning Lender or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement, (v) such Assignee appoints and authorizes Agent to take such actions and to exercise such powers under this Agreement and the other Loan Documents as are delegated to Agent, by the terms hereof and thereof, together with such powers as are reasonably incidental thereto, (vi) such Assignee agrees that it will perform all of the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

(e) Immediately upon Agent's receipt of the required processing fee, if applicable, and delivery of notice to the assigning Lender pursuant to Section 13.1(b), this Agreement shall be deemed to be amended to the extent, but only to the extent, necessary to reflect the addition of the Assignee and the resulting adjustment of the Commitments arising therefrom. The Commitment allocated to each Assignee shall reduce such Commitments of the assigning Lender pro tanto.

(f) Any Lender may at any time sell to one or more commercial banks, financial institutions, or other Persons (a "Participant") participating interests in all or any portion of its Obligations, its

Commitment, and the other rights and interests of that Lender (the "Originating Lender") hereunder and under the other Loan Documents; provided, that, (i) the Originating Lender shall remain a "Lender" for all purposes of this Agreement and the other Loan Documents and the Participant receiving the participating interest in the Obligations, the Commitments, and the other rights and interests of the Originating Lender hereunder shall not constitute a "Lender" hereunder or under the other Loan Documents and the Originating Lender's obligations under this Agreement shall remain unchanged, (ii) the Originating Lender shall remain solely responsible for the performance of such obligations, (iii) Borrowers, Agent, and Lenders shall continue to deal solely and directly with the Originating Lender in connection with the Originating Lender's rights and obligations under this Agreement and the other Loan Documents, (iv) no Lender shall transfer or grant any participating interest under which the Participant has the right to approve any amendment to, or any consent or waiver with respect to, this Agreement or any other Loan Document, except to the extent such amendment to, or consent or waiver with respect to this Agreement or of any other Loan Document would (A) extend the final maturity date of any of the Obligations hereunder in which such Participant is participating, (B) reduce the interest rate applicable to the Obligations hereunder in which such Participant is participating, (C) release all or substantially all of the Collateral or guaranties (except to the extent expressly provided herein or in any of the Loan Documents) supporting the Obligations hereunder in which such Participant is participating, (D) postpone the payment of, or reduce the amount of, the interest or fees payable to such Participant through such Lender (other than a waiver of default interest), or (E) decrease the amount or postpones the due dates of scheduled principal repayments or prepayments or premiums payable to such Participant through such Lender, (v) no participation shall be sold (i) as long as no Event of Default has occurred and is continuing, any Disqualified Lender, or (ii) to a natural person, and (vi) all amounts payable by Borrowers hereunder shall be determined as if such Lender had not sold such participation, except that, if amounts outstanding under this Agreement are due and unpaid, or shall have been declared or shall have become due and payable upon the occurrence of an Event of Default, each Participant shall be deemed to have the right of set off in respect of its participating interest in amounts owing under this Agreement to the same extent as if the amount of its participating interest were owing directly to it as a Lender under this Agreement. The rights of any Participant only shall be derivative through the Originating Lender with whom such Participant participates and no Participant shall have any rights under this Agreement or the other Loan Documents or any direct rights as to the other Lenders, Agent, Borrowers, the Collections of Loan Parties, the Collateral, or otherwise in respect of the Obligations. No Participant shall have the right to participate directly in the making of decisions by Lenders among themselves.

(g) In connection with any such assignment or participation or proposed assignment or participation or any grant of a security interest in, or pledge of, its rights under and interest in this Agreement, a Lender may, subject to the provisions of Section 17.9, disclose all documents and information which it now or hereafter may have relating to the Loan Parties and their Subsidiaries and their respective businesses.

(h) Any other provision in this Agreement notwithstanding, any Lender may at any time create a security interest in, or pledge, all or any portion of its rights under and interest in this Agreement in favor of any Federal Reserve Bank in accordance with Regulation A of the Federal Reserve Bank or U.S. Treasury Regulation 31 CFR §203.24, and such Federal Reserve Bank may enforce such pledge or security interest in any manner permitted under applicable law; provided, that, no such pledge shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(i) Agent (as a non-fiduciary agent on behalf of Borrowers) shall maintain, or cause to be maintained, a register (the "Register") on which it enters the name and address of each Lender as the registered owner of the Term Loan (and the principal amount thereof and stated interest thereon) held by such Lender (each, a "Registered Loan"). Other than in connection with an assignment by a Lender of all

or any portion of its portion of the Term Loan to an Affiliate of such Lender or a Related Fund of such Lender (i) a Registered Loan (and the registered note, if any, evidencing the same) may be assigned or sold in whole or in part only by registration of such assignment or sale on the Register (and each registered note shall expressly so provide) and (ii) any assignment or sale of all or part of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by registration of such assignment or sale on the Register, together with the surrender of the registered note, if any, evidencing the same duly endorsed by (or accompanied by a written instrument of assignment or sale duly executed by) the holder of such registered note, whereupon, at the request of the designated assignee(s) or transferee(s), one or more new registered notes in the same aggregate principal amount shall be issued to the designated assignee(s) or transferee(s). Prior to the registration of assignment or sale of any Registered Loan (and the registered note, if any evidencing the same), Borrowers shall treat the Person in whose name such Registered Loan (and the registered note, if any, evidencing the same) is registered as the owner thereof for the purpose of receiving all payments thereon and for all other purposes, notwithstanding notice to the contrary. In the case of any assignment by a Lender of all or any portion of its Term Loan to an Affiliate of such Lender or a Related Fund of such Lender, and which assignment is not recorded in the Register, the assigning Lender, on behalf of Borrowers, shall maintain a register comparable to the Register.

(j) In the event that a Lender sells participations in the Registered Loan, such Lender, as a non-fiduciary agent on behalf of Borrowers, shall maintain (or cause to be maintained) a register on which it enters the name of all participants in the Registered Loans held by it (and the principal amount (and stated interest thereon) of the portion of such Registered Loans that is subject to such participations) (the "Participant Register"). A Registered Loan (and the registered note, if any, evidencing the same) may be participated in whole or in part only by registration of such participation on the Participant Register (and each registered note shall expressly so provide). Any participation of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by the registration of such participation on the Participant Register. 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 Section 1.163-5(b) of the United States Treasury Regulations (and any successor or amended versions). 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, Agent (in its capacity as Agent) shall have no responsibility for maintaining a Participant Register. Section 13.1(i) and this Section 13.1(j) shall be construed so that all loans hereunder are at all times maintained in a "registered form" within the meaning of Sections 871(h)(2) and 881(c)(2) of the IRC and any related regulations (and any other relevant provisions and, in each case, successor or amended versions).

(k) Agent shall make a copy of the Register (and each Lender shall make a copy of its Participant Register to the extent it has one) available for review by Borrowers from time to time as Borrowers may reasonably request.

(l) Agent shall have the right, and each Loan Party hereby expressly authorizes Agent, to provide the list of Disqualified Lenders provided by Borrowers and any updates thereto from time to time (collectively, the "DQ List") to each Lender requesting the same and such Lender may so provide the DQ List to any potential assignees or participants.

13.2 Successors. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, that, Borrowers may not assign this Agreement or any rights or duties hereunder without Lenders' prior written consent and any prohibited assignment shall be

absolutely void ab initio. No consent to assignment by Lenders shall release Borrowers from their obligations hereunder. A Lender may assign this Agreement and the other Loan Documents and its rights and duties hereunder and thereunder pursuant to Section 13.1 and, except as expressly required pursuant to Section 13.1, no consent or approval by any Loan Party is required in connection with any such assignment.

14. AMENDMENTS; WAIVERS.

14.1 Amendments and Waivers.

(a) No amendment, waiver or other modification of any provision of this Agreement or any other Loan Document (other than the Fee Letter), and no consent with respect to any departure by Loan Parties therefrom, shall be effective unless the same shall be in writing and signed by the Required Lenders (or by Agent at the written request of the Required Lenders) and the Loan Parties that are party thereto and then any such waiver or consent shall be effective, but only in the specific instance and for the specific purpose for which given; provided, that, no such waiver, amendment, or consent shall, unless in writing and signed by all of Lenders directly affected thereby and all of the Loan Parties that are party thereto, do any of the following:

(i) increase the amount of or extend the expiration date of any Commitment of any Lender or amend, modify, or eliminate the last sentence of Section 2.4(c),

(i) postpone or delay any date fixed by this Agreement or any other Loan Document for any payment of principal, interest, fees or other amounts due hereunder or under any other Loan Document (other than any waiver of any mandatory prepayment payable pursuant to Section 2.4(e)),

(ii) reduce the principal of, or the rate of interest on, any loan or other extension of credit hereunder, or reduce any fees or other amounts payable hereunder or under any other Loan Document (except (A) in connection with the waiver of applicability of Section 2.6(c) (which waiver shall be effective with the written consent of the Required Lenders), and (B) that any amendment or modification of defined terms used in the financial covenant in this Agreement shall not constitute a reduction in the rate of interest or a reduction of fees for purposes of this clause (iii));

(iii) amend, modify, or eliminate this Section or any provision of this Agreement providing for consent or other action by all Lenders,

(iv) amend, modify, or eliminate Section 15.11,

(v) other than as permitted by Section 15.11, release Agent's Lien in and to any of the Collateral,

(vi) amend, modify, or eliminate the definition of "Required Lenders" or "Pro Rata Share",

(vii) contractually subordinate any of Agent's Liens (other than as expressly permitted pursuant to the Intercreditor Agreement),

(viii) other than in connection with a merger, amalgamation, liquidation, dissolution or sale of such Person expressly permitted by the terms hereof or the other Loan Documents, release any Borrower or all or substantially all of the Guarantors from any obligation for the payment of money or consent to the assignment or transfer by any Borrower or any Guarantor of any of its rights or duties under this Agreement or the other Loan Documents,

(ix) amend, modify, or eliminate any of the provisions of Section 2.4(b)(i), (ii) or (iii).

(x) amend, modify, or eliminate any of the provisions of Section 13.1(a) to permit a Loan Party, an Affiliate of a Loan Party, Parent, or an Affiliate of Parent to be permitted to become an Assignee.

(b) No amendment, waiver, modification, elimination, or consent shall, without written consent of Agent, Borrowers and the Required Lenders, amend, modify, or eliminate the definition of Borrowing Base or any of the defined terms (including the definitions of Eligible Accounts) that are used in such definition to the extent that any such change results in more credit being made available to Borrowers based upon the Borrowing Base, but not otherwise, or change Section 2.1(c).

(c) No amendment, waiver, modification, elimination, or consent shall amend, modify, or waive (i) the definition of, or any of the terms or provisions of, any Fee Letter, without the written consent of Agent and Lead Borrower (and shall not require the written consent of any of Lenders), and (ii) any provision of Section 15 pertaining to Agent, or any other rights or duties of Agent under this Agreement or the other Loan Documents, without the written consent of Agent, Lead Borrower, and the Required Lenders,

(d) [Reserved],

(e) [Reserved],

(f) Anything in this Section 14.1 to the contrary notwithstanding, any amendment, modification, elimination, waiver, consent, termination, or release of, or with respect to, any provision of this Agreement or any other Loan Document that relates only to the relationship of the Lender Group among themselves, and that does not affect the rights or obligations of Loan Parties, shall not require consent by or the agreement of any Loan Party.

14.2 Replacement of Certain Lenders.

(a) If (i) any action to be taken by the Lender Group or Agent hereunder requires the consent, authorization, or agreement of all Lenders or all Lenders affected thereby and if such action has received the consent, authorization, or agreement of the Required Lenders but not of all Lenders or all Lenders affected thereby, or (ii) any Lender makes a claim for compensation under Section 16, then Lead Borrower or Agent, upon at least five (5) Business Days prior irrevocable notice, may permanently replace any Lender that failed to give its consent, authorization, or agreement (a "Non-Consenting Lender") or any Lender that made a claim for compensation (a "Tax Lender") with one or more Replacement Lenders, and the Non-Consenting Lender or Tax Lender, as applicable, shall have no right to refuse to be replaced hereunder. Such notice to replace the Non-Consenting Lender or Tax Lender, as applicable, shall specify an effective date for such replacement, which date shall not be later than fifteen (15) Business Days after the date such notice is given.

(b) Prior to the effective date of such replacement, the Non-Consenting Lender or Tax Lender, as applicable, and each Replacement Lender shall execute and deliver an Assignment and Acceptance, subject only to the Non-Consenting Lender or Tax Lender, as applicable, being repaid in full its share of the outstanding Obligations (without any premium or penalty of any kind whatsoever, but including all interest, fees and other amounts that may be due in payable in respect thereof). If the Non-Consenting Lender or Tax Lender, as applicable, shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, Agent may, but shall not be required to, execute and deliver such Assignment and Acceptance in the name or and on behalf of the Non-Consenting Lender or Tax Lender, as applicable, and irrespective of whether Agent executes and delivers such Assignment and Acceptance, the Non-Consenting Lender or Tax Lender, as applicable, shall be deemed to have executed

and delivered such Assignment and Acceptance. The replacement of any Non-Consenting Lender or Tax Lender, as applicable, shall be made in accordance with the terms of Section 13.1. Until such time as one or more Replacement Lenders shall have acquired all of the Obligations, the Commitments, and the other rights and obligations of the Non-Consenting Lender or Tax Lender, as applicable, hereunder and under the other Loan Documents, the Non-Consenting Lender or Tax Lender, as applicable, shall remain obligated to make the Non-Consenting Lender's or Tax Lender's, as applicable, Pro Rata Share of advances.

14.3 No Waivers; Cumulative Remedies. No failure by Agent or any Lender to exercise any right, remedy, or option under this Agreement or any other Loan Document, or delay by Agent or any Lender in exercising the same, will operate as a waiver thereof. No waiver by Agent or any Lender will be effective unless it is in writing, and then only to the extent specifically stated. No waiver by Agent or any Lender on any occasion shall affect or diminish Agent's and each Lender's rights thereafter to require strict performance by Loan Parties of any provision of this Agreement. Agent's and each Lender's rights under this Agreement and the other Loan Documents will be cumulative and not exclusive of any other right or remedy that Agent or any Lender may have.

15. AGENT; THE LENDER GROUP.

15.1 Appointment and Authorization of Agent. Each Lender hereby designates and appoints USB as its agent under this Agreement and the other Loan Documents and each Lender hereby irrevocably authorizes Agent to execute and deliver each of the other Loan Documents on its behalf and to take such other action on its behalf under the provisions of this Agreement and each other Loan Document and to exercise such powers and perform such duties as are expressly delegated to Agent by the terms of this Agreement or any other Loan Document, together with such powers as are reasonably incidental thereto. Agent agrees to act as agent for and on behalf of Lenders on the conditions contained in this Section 15. Any provision to the contrary contained elsewhere in this Agreement or in any other Loan Document notwithstanding, Agent shall not have any duties or responsibilities, except those expressly set forth herein or in the other Loan Documents, nor shall Agent have or be deemed to have any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against Agent. Without limiting the generality of the foregoing, the use of the term "agent" in this Agreement or the other Loan Documents with reference to Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only a representative relationship between independent contracting parties. Each Lender hereby further authorizes Agent to act, at the direction of the Required Lender or such other number or percentage of Lenders as required hereunder or as Agent deems reasonably necessary or desirable, as the secured party on behalf of the Lenders under each of the Loan Documents that create a Lien on any item of Collateral. Except as expressly otherwise provided in this Agreement, Agent shall have and may use its sole discretion with respect to exercising or refraining from exercising any discretionary rights or taking or refraining from taking any actions that Agent expressly is entitled to take or assert under or pursuant to this Agreement and the other Loan Documents. Notwithstanding any provision in the Loan Documents to the contrary, in exercising any discretion, making any determination (as to acceptability or otherwise), granting any extension, waiver or similar action, or entering into any agreement, under or in relation to the Loan Documents, Agent shall act as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents or as Agent deems reasonably necessary or desirable under the circumstances). Without limiting the generality of the foregoing, or of any other provision of the Loan Documents that provides rights or powers to Agent, Lenders agree that Agent shall have the right to exercise the following powers as long as this Agreement remains in effect: (a) maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Obligations, the Collateral, the Collections of the Loan Parties, and related matters, (b) execute or file any and all financing or similar statements or notices,

amendments, renewals, supplements, documents, instruments, proofs of claim, notices and other written agreements with respect to the Loan Documents, or to take any other action with respect to any Collateral or Loan Documents which may be necessary to perfect, and maintain perfection of, the security interests and Liens upon Collateral pursuant to the Loan Documents, (c) make advances, for itself or on behalf of Lenders, as provided in the Loan Documents, (d) exclusively receive, apply, and distribute the Collections of the Loan Parties as provided in the Loan Documents, (e) open and maintain such bank accounts and cash management arrangements as directed by the Required Lenders or as Agent deems necessary and appropriate in accordance with the Loan Documents for the foregoing purposes with respect to the Collateral and the Collections of the Loan Parties, (f) perform, exercise, and enforce any and all other rights and remedies of the Lender Group with respect to the Loan Parties, the Obligations, the Collateral, the Collections of the Loan Parties, or otherwise related to any of same as provided in the Loan Documents, and (g) incur and pay such Lender Group Expenses as Agent may deem necessary or appropriate for the performance and fulfillment of its functions and powers pursuant to the Loan Documents. Without limiting the generality of the foregoing or anything to the contrary herein, Agent shall not be responsible for the preparation, filing, form, content or continuation of any financing statements, mortgages, assignments, conveyances, financing statements, transfer endorsements or similar instruments. For the avoidance of doubt, the Borrowers shall make all filings (including filings of continuation statements and amendments to financing or similar statements that may be necessary to continue the effectiveness of such statements) necessary to maintain (at the sole cost and expense of the Borrowers) the security interests created by any of the Loan Documents or other agreements as a first priority perfected security interest to the extent perfection is required by this Agreement or the other Loan Documents, and promptly provide evidence thereof to the Agent.

15.2 Delegation of Duties. Agent may execute any of its duties under this Agreement or any other Loan Document by or through agents, employees or attorneys in fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. Agent shall not be responsible for the negligence or misconduct of any agent or attorney in fact that it selects as long as such selection was made without gross negligence or willful misconduct.

15.3 Liability of Agent. None of the Agent-Related Persons shall (a) be liable for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby (except for its own gross negligence or willful misconduct); as determined by a court of competent jurisdiction in a non-appealable judgment, provided, however, that Agent shall be fully indemnified hereunder and held harmless from all liability or responsibility and not subject to any negligence standard otherwise provided for herein, in acting (or refraining from acting) on any direction from the Required Lenders (or such other number or percentage of Lenders as required hereunder or as reasonably determined to be necessary or desirable by Agent)) and Lenders and Borrowers hereby waive and shall not assert (and each of Lenders and Borrowers shall cause each other Loan Party to waive and agree not to assert) any right, claim or cause of action based thereon, or (b) be responsible in any manner to any of Lenders for any recital, statement, representation or warranty made by the Loan Parties or Affiliates, or any officer or director thereof, contained in this Agreement or in any other Loan Document, or in any certificate, report, statement or other document referred to or provided for in, or received by Agent under or in connection with, this Agreement or any other Loan Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document, or for any failure of the Loan Parties or any other party to any Loan Document to perform its obligations hereunder or thereunder. No Agent-Related Person shall be under any obligation to any Lenders to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the books and records or properties of the Loan Parties. No Agent-Related Person shall have any liability to any Lender, any Loan Party or any of their respective Affiliates if any request for a Loan or other extension of credit hereunder was not authorized by the applicable Borrower. Agent shall not be required to take any action that, in its opinion

or in the opinion of its counsel, may expose it to liability or that is contrary to any Loan Document or applicable law or regulation. Without limiting the generality of the foregoing, neither Agent nor any Agent-Related Person:

(i) shall be required to use, risk, or advance its own funds or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder;

(ii) shall be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to an Assignee of any portion of the Loan and (ii) Borrowers and Lenders acknowledge and agree that Agent shall have no responsibility or obligation to determine whether any Lender or potential Lender is a permitted Assignee pursuant to the terms hereof and that Agent shall have no liability with respect to any assignment or participation made to any Person which is not a permitted Assignee;

(iii) shall be responsible or have any liability for any apportionment or distribution of payments made by it in good faith and if any such apportionment or distribution is subsequently determined to have been made in error the sole recourse of any Lender to whom payment was due but not made, shall be to recover from other Lenders any payment in excess of the amount to which it is determined to be entitled (and such other Lenders hereby agree to promptly return to such Lender any such erroneous payments received by them in accordance with Section 16.31); and

(iv) shall be responsible or have any liability for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control, including any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; pandemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

15.4 Reliance by Agent. Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, telegram, telefacsimile or other electronic method of transmission, telex or telephone message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent, transmitted or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to Loan Parties or counsel to any Lender), independent accountants and other experts selected by Agent. Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless Agent shall first receive such advice or concurrence of Lenders as it deems appropriate and until such instructions are received, Agent shall act, or refrain from acting, as it deems advisable. If Agent so requests, it shall first be indemnified to its reasonable satisfaction by Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders and such request and any action taken or failure to act pursuant thereto shall be binding upon all of Lenders.

15.5 Notice of Default or Event of Default. Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default, unless Agent shall have received written notice from a Lender or Borrowers referring to this Agreement, describing such Default or Event of Default, and stating that such notice is a "notice of default." Agent promptly will notify Lenders of its receipt of any such notice. If any Lender obtains actual knowledge of any Event of Default, such Lender promptly shall notify the other Lenders and Agent of such Event of Default. Each Lender shall be solely responsible for

giving any notices to its Participants, if any. Subject to Section 15.4, Agent shall take such action with respect to such Default or Event of Default as may be requested by the Required Lenders in accordance with Section 9; provided, that, unless and until Agent has received any such request, Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable or in the best interest of Lenders.

15.6 Credit Decision. Each Lender acknowledges that none of the Agent-Related Persons has made any representation or warranty to it, and that no act by Agent hereinafter taken, including any review of the affairs of Loan Parties and their Affiliates, shall be deemed to constitute any representation or warranty by any Agent-Related Person to any Lender). Each Lender represents to Agent that it has, independently and without reliance upon any Agent-Related Person and based on such due diligence, documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of any Loan Party or any other Person party to a Loan Document, and all applicable bank regulatory laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to Borrowers. Each Lender also represents that it will, independently and without reliance upon any Agent-Related Person and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of Borrowers or any other Person party to a Loan Document. Except for notices, reports, and other documents expressly herein required to be furnished to Lenders by Agent (and subject to Agent's receipt of such notices, reports and other documents from Borrowers, when applicable), Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of Borrowers or any other Person party to a Loan Document that may come into the possession of any of the Agent-Related Persons. Each Lender acknowledges that Agent does not have any duty or responsibility, either initially or on a continuing basis (except to the extent, if any, that is expressly specified herein and subject to Agent's receipt of such information from Borrowers or such Affiliates, when applicable) to provide such Lender with any credit or other information with respect to any Borrower, its Affiliates or any of their respective business, legal, financial or other affairs, and irrespective of whether such information came into Agent's or its Affiliates' or representatives' possession before or after the date on which such Lender became a party to this Agreement.

15.7 Costs and Expenses; Indemnification. Agent may incur and pay Lender Group Expenses to the extent Agent reasonably deems necessary or appropriate for the performance and fulfillment of its functions, powers, and obligations pursuant to the Loan Documents, including court costs, attorneys' fees and expenses, fees and expenses of financial accountants, advisors, consultants, and appraisers, costs of collection by outside collection agencies, auctioneer fees and expenses, and costs of security guards or insurance premiums paid to maintain the Collateral, whether or not Loan Parties are obligated to reimburse Agent or Lenders for such expenses pursuant to this Agreement or otherwise. Agent is authorized and directed to deduct and retain sufficient amounts from the Collections Loan Parties received by Agent to reimburse Agent for such out-of-pocket costs and expenses prior to the distribution of any amounts to Lenders. In the event Agent is not reimbursed for such costs and expenses by Loan Parties, each Lender hereby agrees that it is and shall be obligated to pay to Agent such Lender's ratable share thereof. Whether or not the transactions contemplated hereby are consummated, each of Lenders, on a ratable basis, shall indemnify and defend the Agent-Related Persons (to the extent not reimbursed by or on behalf of Loan Parties and without limiting the obligation of Loan Parties to do so) from and against any and all Indemnified Liabilities; provided, however, that no Lender shall be liable for the payment to any Agent-Related Person of any portion of such Indemnified Liabilities resulting solely from such Person's gross negligence or willful misconduct as determined by a court of competent jurisdiction in a non-appealable

judgment, provided, further, that Agent shall be fully indemnified hereunder and held harmless from all liability or responsibility and not subject to any negligence standard otherwise provided for herein, in acting (or refraining from acting) on any direction from the Required Lenders (or such other number or percentage of Lenders as required hereunder or as reasonably determined to be necessary or desirable by Agent)) and Lenders and Borrowers hereby waive and shall not assert (and each of Lenders and Borrowers shall cause each other Loan Party to waive and agree not to assert) any right, claim or cause of action based thereon. Without limitation of the foregoing, each Lender shall reimburse Agent upon demand for such Lender's ratable share of any costs or out of pocket expenses (including attorneys, accountants, advisors, and consultants fees and expenses) incurred by Agent in connection with the preparation, execution, delivery, administration, modification, amendment, or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement or any other Loan Document to the extent that Agent is not reimbursed for such expenses by or on behalf of Borrowers. The undertaking in this Section shall survive the payment of all Obligations hereunder and the resignation or replacement of Agent.

15.8 Agent in Individual Capacity. USB and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, provide Bank Products to, acquire equity interests in, and generally engage in any kind of banking, trust, financial advisory, underwriting, or other business with Loan Parties and their Affiliates and any other Person party to any Loan Document as though USB was not Agent hereunder, and, in each case, without notice to or consent of the other members of the Lender Group. The other members of the Lender Group acknowledge that, pursuant to such activities, USB or its Affiliates may receive information regarding Loan Parties or their Affiliates or any other Person party to any Loan Documents that is subject to confidentiality obligations in favor of Loan Parties or such other Person and that prohibit the disclosure of such information to Lenders, and Lenders acknowledge that, in such circumstances (and in the absence of a waiver of such confidentiality obligations, which waiver Agent will use its reasonable best efforts to obtain), Agent shall not be under any obligation to provide such information to them.

15.9 Successor Agent. Agent may resign as Agent upon thirty (30) days prior written notice to Lenders (unless such notice is waived by the Required Lenders) and Lead Borrower (unless such notice is waived by Lead Borrower or a Default or Event of Default has occurred and is continuing). If Agent resigns under this Agreement, the Required Lenders shall be entitled, with (so long as no Event of Default has occurred and is continuing) the consent of Lead Borrower (such consent not to be unreasonably withheld, delayed, or conditioned), appoint a successor Agent that is either (a) from among Lenders or (b) a third-party agent in the business of providing the services of Agent as described herein. If no successor Agent is appointed prior to the effective date of the resignation of Agent, Agent may appoint, after consulting with Lenders and Lead Borrower, a successor Agent. If Agent has materially breached or failed to perform any material provision of this Agreement or of applicable law, the Required Lenders (excluding Agent) may agree in writing to remove and replace Agent with a successor Agent from among Lenders with (so long as no Event of Default has occurred and is continuing) the consent of Lead Borrower (such consent not to be unreasonably withheld, delayed, or conditioned). In any such event, upon the acceptance of its appointment as successor Agent hereunder, such successor Agent shall succeed to all the rights, powers, and duties of the retiring Agent and the term "Agent" shall mean such successor Agent and the retiring Agent's appointment, powers, and duties as Agent shall be terminated. After any retiring Agent's resignation hereunder as Agent, the provisions of this Section 15 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement. If no successor Agent has accepted appointment as Agent by the date which is thirty (30) days following a retiring Agent's notice of resignation, the retiring Agent's resignation shall nevertheless thereupon become effective and Lenders shall perform all of the duties of Agent hereunder until such time, if any, as Lenders appoint a successor Agent as provided for above.

15.10 Lender in Individual Capacity. Any Lender and its respective Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, provide bank products to, acquire equity interests in and generally engage in any kind of banking, trust, financial advisory, underwriting, or other business with Loan Parties and their Affiliates and any other Person party to any Loan Documents as though such Lender were not a Lender hereunder without notice to or consent of the other members of the Lender Group. The other members of the Lender Group acknowledge that, pursuant to such activities, such Lender and its respective Affiliates may receive information regarding Loan Parties or their or any other Person party to any Loan Documents that is subject to confidentiality obligations in favor of Loan Parties or such other Person and that prohibit the disclosure of such information to Lenders, and Lenders acknowledge that, in such circumstances (and in the absence of a waiver of such confidentiality obligations, which waiver such Lender will use its reasonable best efforts to obtain), such Lender shall not be under any obligation to provide such information to them.

15.11 Collateral Matters.

(a) Lenders hereby irrevocably authorize Agent to release any Lien on any Collateral (i) upon the termination of the Commitments and payment and satisfaction in full by Borrower of all of the Obligations, (ii) constituting property being sold or disposed of if a release is required or desirable in connection therewith and if Borrower certifies to Agent that the sale or disposition is permitted under Section 6.4 (and Agent may rely conclusively on any such certificate, without further inquiry), (iii) constituting property in which Loan Parties owned no interest at the time Agent's Lien was granted nor at any time thereafter, (iv) constituting property leased to any Loan Party under a lease that has expired or is terminated in a transaction permitted under this Agreement, or (v) to the extent the Agent is required to release its Lien on ABL Priority Collateral pursuant to the Intercreditor Agreement. The Loan Parties and Lenders hereby irrevocably authorize Agent, based upon the instruction of the Required Lenders to (a) consent to, credit bid or purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Section 363 of the Bankruptcy Code or other Insolvency Laws, (b) credit bid or purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any sale or other disposition thereof conducted under the provisions of the UCC, including pursuant to Sections 9-610 or 9-620 of the UCC or other Insolvency Laws, or (c) credit bid or purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any other sale or foreclosure conducted by Agent (whether by judicial action or otherwise) in accordance with applicable law. In connection with any such credit bid or purchase, the Obligations owed to Lenders shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims being estimated for such purpose if the fixing or liquidation thereof would not unduly delay the ability of Agent to credit bid or purchase at such sale or other disposition of the Collateral and, if such claims cannot be estimated without unduly delaying the ability of Agent to credit bid, then such claims shall be disregarded, not credit bid, and not entitled to any interest in the asset or assets purchased by means of such credit bid) and Lenders whose Obligations are credit bid shall be entitled to receive interests (ratably based upon the proportion of their Obligations credit bid in relation to the aggregate amount of Obligations so credit bid) in the asset or assets so purchased (or in the Equity Interests of the acquisition vehicle or vehicles that are used to consummate such purchase). Except as provided above, Agent will not execute and deliver a release of any Lien on any Collateral without the prior written authorization of (x) if the release is of all or substantially all of the Collateral, all of Lenders, or (y) otherwise, the Required Lenders. Upon request by Agent or Lead Borrower at any time, Lenders will confirm in writing Agent's authority to release any such Liens on particular types or items of Collateral pursuant to this Section 15.11; provided, that, (1) anything to the contrary contained in any Loan Documents notwithstanding, Agent shall not be required to execute any document necessary to evidence such release on terms that, in Agent's opinion, would expose Agent to liability or create any obligation or entail any consequence other than the release of such Lien without recourse, representation, or warranty, and (2) such release shall not in any manner discharge, affect,

or impair the Obligations or any Liens (other than those expressly being released) upon (or obligations of Loan Parties in respect of) all interests retained by Loan Parties, including, the proceeds of any sale, all of which shall continue to constitute part of the Collateral. Each Lender further hereby irrevocably authorizes Agent, at its option and in its sole discretion, to subordinate any Lien granted to or held by Agent under any Loan Document (a) to the holder of any Permitted Lien on such property if such Permitted Lien secures Permitted Purchase Money Indebtedness or, subject to the Intercreditor Agreement, the obligations of Loan Parties under the ABL Documents and (b) to the extent Agent has the authority under this Section 15.11 to release its Lien on such property.

(b) Agent shall have no obligation whatsoever to any of Lenders to assure that the Collateral exists or is owned (whether in fee or by leasehold) by the Person (including any Loan Party) purporting to own it or is cared for, protected, or insured or has been encumbered, or that Agent's Liens have been properly or sufficiently or lawfully created, perfected, protected, or enforced or are entitled to any particular priority, or that any particular items of Collateral meet the eligibility criteria applicable in respect thereof or whether to impose, maintain, reduce, or eliminate any particular reserve hereunder or whether the amount of any such reserve is appropriate or not, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to Agent pursuant to any of the Loan Documents, it being understood and agreed that in respect of the Collateral, or any act, omission, or event related thereto, Agent shall not have any duty or liability whatsoever with respect to any Loan or the Loan Documents to any Person in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final and non-appealable judgment.

(c) Lenders hereby authorize Agent to enter into the Intercreditor Agreement or other subordination or intercreditor agreement or arrangement permitted under this Agreement and Lenders acknowledge that any such subordination or intercreditor agreement is binding upon Lenders.

15.12 Restrictions on Actions by Lenders; Sharing of Payments.

(a) Each Lender agrees that it shall not, without the express written consent of Agent, and that it shall, to the extent it is lawfully entitled to do so, upon the written request of Agent, set off against the Obligations, any amounts owing by such Lender to Loan Parties or any deposit accounts of Loan Parties now or hereafter maintained with such Lender. Each Lender further agrees that it shall not, unless specifically requested to do so in writing by Agent, take or cause to be taken any action, including, the commencement of any legal or equitable proceedings to enforce any Loan Document against any Borrower or any Guarantor or to foreclose any Lien on, or otherwise enforce any security interest in, any of the Collateral.

(b) If, at any time or times any Lender shall receive (i) by payment, foreclosure, setoff, or otherwise, any proceeds of Collateral or any payments with respect to the Obligations, except for any such proceeds or payments received by such Lender from Agent pursuant to the terms of this Agreement, or (ii) payments from Agent in excess of such Lender's Pro Rata Share of all such distributions by Agent, such Lender promptly shall (A) turn the same over to Agent, in kind, and with such endorsements as may be required to negotiate the same to Agent, or in immediately available funds, as applicable, for the account of all of Lenders and for application to the Obligations in accordance with the applicable provisions of this Agreement, or (B) purchase, without recourse or warranty, an undivided interest and participation in the Obligations owed to the other Lenders so that such excess payment received shall be applied ratably as among Lenders in accordance with their Pro Rata Shares; provided, that, to the extent that such excess payment received by the purchasing party is thereafter recovered from it, those purchases of participations shall be rescinded in whole or in part, as applicable, and the applicable portion of the purchase price paid

therefor shall be returned to such purchasing party, but without interest except to the extent that such purchasing party is required to pay interest in connection with the recovery of the excess payment.

15.13 Agency for Perfection. Agent hereby appoints each other Lender as its agent or trustee (and each Lender hereby accepts such appointment) for the purpose of perfecting Agent's Liens in assets which, in accordance with Article 8 or Article 9, as applicable, of the UCC can be perfected by possession or control. Should any Lender obtain possession or control of any such Collateral, such Lender shall notify Agent thereof, and, promptly upon Agent's request therefor shall deliver possession or control of such Collateral to Agent or in accordance with Agent's instructions.

15.14 Payments by Agent to Lenders. All payments to be made by Agent to Lenders shall be made by bank wire transfer of immediately available funds pursuant to such wire transfer instructions as each party may designate for itself by written notice to Agent. Concurrently with each such payment, Agent shall identify whether such payment (or any portion thereof) represents principal, premium, fees, or interest of the Obligations.

15.15 Concerning the Collateral and Related Loan Documents. Each member of the Lender Group authorizes and directs Agent to enter into this Agreement and the other Loan Documents. Each member of the Lender Group agrees that any action taken by Agent in accordance with the terms of this Agreement or the other Loan Documents relating to the Collateral and the exercise by Agent of its powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of Lenders.

15.16 Confidentiality; Disclaimers by Lenders; Other Reports and Information. By becoming a party to this Agreement, each Lender:

(a) is deemed to have requested that Agent furnish such Lender, promptly after it becomes available, a copy of each field audit or examination report respecting Loan Parties (each, a "Report") prepared by or at the request of Agent, and Agent shall so furnish each Lender with such Reports,

(b) expressly agrees and acknowledges that Agent does not (i) make any representation or warranty as to the accuracy of any Report, and (ii) shall not be liable for any information contained in any Report,

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that Agent or other party performing any audit or examination will inspect only specific information regarding Loan Parties and will rely significantly upon Loan Parties' books and records, as well as on representations of Loan Parties' personnel,

(d) agrees to keep all Reports and other material, non-public information regarding Loan Parties and their operations, assets, and existing and contemplated business plans in a confidential manner in accordance with Section 17.9, and

(e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold Agent, all Agent-Related Persons and any other Lender preparing a Report harmless from any action the indemnifying Lender may take or fail to take or any conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to Borrowers, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a loan or loans hereunder, and (ii) to pay and protect, and indemnify, defend and hold Agent, any such Agent-Related Persons and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages,

costs, expenses, and other amounts (including, attorneys' fees and costs) incurred by Agent, any such Agent-Related Persons and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

In addition to the foregoing: (x) any Lender may from time to time request of Agent in writing that Agent provide to such Lender a copy of any report or document provided by Loan Parties to Agent that has not been contemporaneously provided by Loan Parties to such Lender, and, upon receipt of such request, Agent promptly shall provide a copy of same to such Lender, (y) to the extent that Agent is entitled, under any provision of the Loan Documents, to request additional reports or information from Loan Parties, any Lender may, from time to time, reasonably request Agent to exercise such right as specified in such Lender's notice to Agent, whereupon Agent promptly shall request of Loan Parties the additional reports or information reasonably specified by such Lender, and, upon receipt thereof from Loan Parties, Agent promptly shall provide a copy of same to such Lender, and (z) any time that Agent renders to Loan Parties a statement regarding the Loan Account, Agent shall send a copy of such statement to each Lender.

15.17 Several Obligations; No Liability. Notwithstanding that certain of the Loan Documents now or hereafter may have been or will be executed only by or in favor of Agent in its capacity as such, and not by or in favor of Lenders, any and all obligations on the part of Agent (if any) to make any credit available hereunder shall constitute the several (and not joint) obligations of the respective Lenders on a ratable basis, according to their respective Commitments, to make an amount of such credit not to exceed, in principal amount, at any one time outstanding, the amount of their respective Commitments. Nothing contained herein shall confer upon any Lender any interest in, or subject any Lender to any liability for, or in respect of, the business, assets, profits, losses, or liabilities of any other Lender. Each Lender shall be solely responsible for notifying its Participants of any matters relating to the Loan Documents to the extent any such notice may be required, and no Lender shall have any obligation, duty, or liability to any Participant of any other Lender. Except as provided in Section 15.7, no member of the Lender Group shall have any liability for the acts of any other member of the Lender Group. No Lender shall be responsible to any Loan Party or any other Person for any failure by any other Lender to fulfill its obligations to make credit available hereunder, nor to advance for such Lender or on its behalf, nor to take any other action on behalf of such Lender hereunder or in connection with the financing contemplated herein.

15.18 [Reserved].

16. TAX MATTERS.

16.1 Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall 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.

16.2 Payment of Other Taxes. The Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Agent timely reimburse it for the payment of, any Other Taxes.

16.3 Indemnification by the Loan Parties. The Loan Parties shall jointly and severally indemnify each Recipient, within 10 days after 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) 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 as to the amount of such payment or liability delivered to the Lead Borrower by a Lender (with a copy to the Agent), or by the Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

16.4 Indemnification by the Lenders. Each Lender shall severally indemnify the Agent, within 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 Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 13.1 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 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 Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the 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 Agent to the Lender from any other source against any amount due to the Agent under this Section 16.4.

16.5 Evidence of Payments. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 16, such Loan Party shall deliver to the Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Agent.

16.6 Status of Lenders.

(a) 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 Agent, at the time or times reasonably requested by a Borrower or the Agent, such properly completed and executed documentation reasonably requested by a Borrower or the 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 a Borrower or the Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by a Borrower or the Agent as will enable the Borrowers or the 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 clauses (b)(i), (ii) and (iv) of this Section 16.6) 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.

(b) Without limiting the generality of the foregoing, any Lender that is a U.S. Person shall deliver to the Borrowers and the Agent on or about the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of a Borrower or the Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax; any Lender that is not a U.S. Person shall, to the extent it is legally entitled to do so, deliver

to the Borrowers and the Agent (in such number of copies as shall be requested by the recipient) on or about the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of a Borrower or the Agent), whichever of the following is applicable:

(i) in the case of a 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 copies of 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 "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;

(ii) executed copies of IRS Form W-8ECI or W-8EXP;

(iii) in the case of a Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the IRC, (x) a certificate substantially in the form of Exhibit T-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the IRC, a "10 percent shareholder" of the Borrowers within the meaning of Section 871(h)(3)(B) of the IRC, or a "controlled foreign corporation" related to any Loan Party described in Section 881(c)(3)(C) of the IRC (a "**U.S. Tax Compliance Certificate**") and (y) executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E; or

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

(c) any Lender that is not a U.S. Person shall, to the extent it is legally entitled to do so, deliver to the Borrowers and the Agent (in such number of copies as shall be requested by the recipient) on or about the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of a Borrower or the Agent), executed copies 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 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 IRC, as applicable), such Lender shall deliver to the Borrowers and the Agent at the time or times prescribed by law and at such time or times reasonably requested by a Borrower or the Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the IRC) and such additional documentation reasonably requested by a Borrower or the Agent as may be necessary for the Borrowers and the 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, if any, to deduct and withhold from such payment. Solely for purposes of this clause (iv), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

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 Agent in writing of its legal ineligibility to do so.

16.7 Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 16 (including by the payment of additional amounts pursuant to this Section 16), 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 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 Section 16.7 (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 Section 16.7, in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Section 16.7 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 Tax subject to indemnification and giving rise to such refund had not 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.

16.8 Status of Agent. The Agent, and any successor or supplemental Agent, shall deliver to the Borrowers, on or about the date on which it becomes a party to this Agreement, either (i) a duly executed IRS Form W-9 establishing that it is not subject to U.S. federal backup withholding; or (ii) a duly completed IRS Form W-8IMY, with the effect that the Borrowers may make payments to the Agent, to the extent such payments are received by the Agent as an intermediary, without deduction or withholding of any Taxes imposed by the United States.

16.9 Survival. Each party's obligations under this Section 16 shall survive the resignation or replacement of the Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments, the expiration or cancellation of all letters of credit and the repayment, satisfaction or discharge of all obligations under any Loan Document.

16.10 Definitions. For purposes of this Section 16, the term "Lender" shall include any Participant and the term "applicable law" includes FATCA.

17. GENERAL PROVISIONS.

17.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by the applicable Loan Parties, Agent, and each Lender whose signature is provided for on the signature pages hereof.

17.2 Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement.

17.3 Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against the Lender Group or any Borrower, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted

according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

17.4 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

17.5 [Reserved].

17.6 Debtor-Creditor Relationship. The relationship between Lenders and Agent, on the one hand, and the Loan Parties, on the other hand, is solely that of creditor and debtor. No member of the Lender Group has (or shall be deemed to have) any fiduciary relationship or duty to any Loan Party arising out of or in connection with the Loan Documents or the transactions contemplated thereby, and there is no agency or joint venture relationship between the members of the Lender Group, on the one hand, and the Loan Parties, on the other hand, by virtue of any Loan Document or any transaction contemplated therein.

17.7 Counterparts; Electronic Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Agreement. Any party delivering an executed counterpart of this Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement. The foregoing shall apply to each other Loan Document, and any notice delivered hereunder or thereunder, *mutatis mutandis*.

17.8 Revival and Reinstatement of Obligations. If the incurrence or payment of the Obligations by any Borrower or Guarantor or the transfer to the Lender Group of any property should for any reason subsequently be asserted, or declared, to be void or voidable under any state or federal law relating to creditors' rights, including provisions of the Bankruptcy Code relating to fraudulent conveyances, preferences, or other voidable or recoverable payments of money or transfers of property (each, a "Voidable Transfer"), and if the Lender Group is required to repay or restore, in whole or in part, any such Voidable Transfer, or elects to do so upon the advice of counsel, then, as to any such Voidable Transfer, or the amount thereof that the Lender Group is required or elects to repay or restore, and as to all reasonable costs, expenses, and attorneys' fees of the Lender Group related thereto, the liability of such Borrower or Guarantor automatically shall be revived, reinstated, and restored and shall exist as though such Voidable Transfer had never been made. This provision shall survive the termination of this Agreement and the repayment in full of the Obligations.

17.9 Confidentiality.

(a) Agent and Lenders each individually (and not jointly or jointly and severally) agree that material, non-public information regarding each Loan Party and its Subsidiaries, their operations, assets, and existing and contemplated business plans ("Confidential Information") shall be treated by Agent and Lenders in a confidential manner, and shall not be disclosed by Agent and Lenders to Persons who are not

parties to this Agreement, except: (i) to attorneys for and other advisors, accountants, auditors, and consultants to any member of the Lender Group and to employees, directors and officers of any member of the Lender Group (the Persons in this clause (i), "Lender Group Representatives") on a "need to know" basis in connection with this Agreement and the transactions contemplated hereby and on a confidential basis, (ii) to Subsidiaries and Affiliates of any member of the Lender Group, provided that any such Subsidiary or Affiliate shall have agreed to receive such information hereunder subject to the terms of this Section 17.9, (iii) as may be required by regulatory authorities so long as such authorities are informed of the confidential nature of such information, (iv) as may be required by statute, decision, or judicial or administrative order, rule, or regulation; provided, that, (x) prior to any disclosure under this clause (iv), the disclosing party agrees to provide Lead Borrower with prior notice thereof, to the extent that it is practicable to do so and to the extent that the disclosing party is permitted to provide such prior notice to Lead Borrower pursuant to the terms of the applicable statute, decision, or judicial or administrative order, rule, or regulation, and (y) any disclosure under this clause (iv) shall be limited to the portion of the Confidential Information as may be required by such statute, decision, or judicial or administrative order, rule, or regulation, (v) as may be agreed to in advance in writing by Lead Borrower, (vi) as requested or required by any Governmental Authority pursuant to any subpoena or other legal process, provided, that, (x) prior to any disclosure under this clause (vi) the disclosing party agrees to provide Lead Borrower with prior written notice thereof, to the extent that it is practicable to do so and to the extent that the disclosing party is permitted to provide such prior written notice to Lead Borrower pursuant to the terms of the subpoena or other legal process, and (y) any disclosure under this clause (vi) shall be limited to the portion of the Confidential Information as may be required by such Governmental Authority pursuant to such subpoena or other legal process, (vii) as to any such information that is or becomes generally available to the public (other than as a result of prohibited disclosure by Agent or Lenders or the Lender Group Representatives), (viii) in connection with any assignment, participation or pledge of any Lender's interest under this Agreement, provided that prior to receipt of Confidential Information any such assignee, participant, or pledgee shall have agreed in writing to receive such Confidential Information hereunder subject to the terms of this Section, (ix) in connection with any litigation or other adversary proceeding involving parties hereto which such litigation or adversary proceeding involves claims related to the rights or duties of such parties under this Agreement or the other Loan Documents; provided, that, prior to any disclosure to any Person (other than any Loan Party, Agent, any Lender, any of their respective Affiliates, or their respective counsel) under this clause (ix) with respect to litigation involving any Person (other than Loan Parties, Agent, any Lender, any of their respective Affiliates, or their respective counsel), the disclosing party agrees to provide Lead Borrower with prior written notice thereof, and (x) in connection with, and to the extent reasonably necessary for, the exercise of any secured creditor remedy under this Agreement or under any other Loan Document.

(b) Anything in this Agreement to the contrary notwithstanding, Agent may (i) only after consulting with the Lead Borrower, provide customary information concerning the terms and conditions of this Agreement and the other Loan Documents to loan syndication and pricing reporting services, and (ii) only after consulting with the Lead Borrower, use the name, logos, and other insignia of Borrowers and the Loan Parties and the Commitments provided hereunder in any "tombstone" or comparable advertising, on its website or in other marketing materials of Agent.

17.10 Lender Group Expenses. Borrowers agree to pay the Lender Group Expenses on the earlier of (a) the Closing Date, (b) the first day of the month following the date on which such Lender Group Expenses were first incurred, or (c) the date on which demand therefor is made by Agent. Borrowers agree that its obligations contained in this Section 17.10 shall survive payment or satisfaction in full of all other Obligations.

17.11 Survival. All representations and warranties made by the Loan Parties in the Loan Documents 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 the Loan Documents and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that Agent or any Lender may have had notice or knowledge of any Default or Event of 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 unpaid and so long as the Commitments have not expired or terminated.

17.12 Patriot Act. Each Lender that is subject to the requirements of the Patriot Act hereby notifies the Loan Parties that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender to identify each Loan Party in accordance with the Patriot Act. In addition, Agent and each Lender shall have the right to periodically conduct due diligence on all Loan Parties, their senior management and key principals and legal and beneficial owners. Each Loan Party agrees to cooperate in respect of the conduct of such due diligence and further agrees that the reasonable costs and charges for any such due diligence by Agent shall constitute Lender Group Expenses hereunder and be for the account of Borrowers.

17.13 Integration. This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

17.14 [Reserved].

17.15 Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of each Borrower in respect of any such sum due from it to Agent or any Lender hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "Agreement Currency"), be discharged only to the extent that on the Business Day following receipt by Agent or such Lender, as the case may be, of any sum adjudged to be so due in the Judgment Currency, Agent or such Lender, as the case may be, may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to Agent or any Lender from any Borrower in the Agreement Currency, such Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify Agent or such Lender, as the case may be, against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to Agent or any Lender in such currency, Agent or such Lender, as the case may be, agrees to return the amount of any excess to such Borrower (or to any other Person who may be entitled thereto under applicable law).

17.16 Parent as Administrative Agent for Borrowers. Each Loan Party hereby irrevocably appoints Parent as the borrowing agent and attorney-in-fact for all Loan Parties ("Administrative Borrower") which appointment shall remain in full force and effect unless and until Agent shall have received prior written notice signed by each Loan Party that such appointment has been revoked and that another Loan Party has been appointed Administrative Borrower (which appointment is subject to the approval of Agent not to be unreasonably withheld). Each Loan Party hereby irrevocably appoints and authorizes Administrative Borrower (a) to provide Agent with all notices with respect to Loans obtained for the benefit of any Borrower and all other notices and instructions under this Agreement and the other

Loan Documents (and any notice or instruction provided by Administrative Borrower shall be deemed to be given by the Loan Parties hereunder and shall bind each Loan Party), (b) to receive notices and instructions from members of the Lender Group (and any notice or instruction provided by any member of the Lender Group to Administrative Borrower in accordance with the terms hereof shall be deemed to have been given to each Loan Party), and (c) to take such action as Administrative Borrower deems appropriate on its behalf to obtain Loans and to exercise such other powers as are reasonably incidental thereto to carry out the purposes of this Agreement. It is understood that the handling of the Loan Account and Collateral in a combined fashion, as more fully set forth herein, is done solely as an accommodation to the Loan Parties in order to utilize the collective borrowing powers of Borrowers in the most efficient and economical manner and at their request, and that Lender Group shall not incur liability to any Loan Party as a result hereof. Each Loan Party expects to derive benefit, directly or indirectly, from the handling of the Loan Accounts and the Collateral in a combined fashion since the successful operation of each Loan Party is dependent on the continued successful performance of the integrated group. To induce the Lender Group to do so, and in consideration thereof, each Loan Party hereby jointly and severally agrees to indemnify each member of the Lender Group and hold each member of the Lender Group harmless against any and all liability, expense, loss or claim of damage or injury, made against the Lender Group by any Loan Party or by any third party whosoever, arising from or incurred by reason of (i) the handling of the Loan Accounts and Collateral of Loan Parties as herein provided, or (ii) the Lender Group's relying on any instructions of Lead Borrower, except that Loan Parties will have no liability to the relevant Agent-Related Person or Lender-Related Person under this Section 17.21 with respect to any liability that has been finally determined by a court of competent jurisdiction to have resulted solely from the gross negligence, bad faith or willful misconduct of such Agent-Related Person or Lender-Related Person, as the case may be.

17.17 "Know Your Customer" Checks. Without limiting any other provision set forth in this Agreement:

(a) If (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement; (ii) any change in the status of any Loan Party after the date of this Agreement; or (iii) a proposed assignment or transfer by a Lender of any of its rights and obligations under this Agreement to a party that is not a Lender prior to such assignment or transfer, obliges Agent or any Lender (or, in the case of clause (iii) above, any prospective new Lender) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, each Loan Party shall promptly upon the request of Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by Agent (for itself or on behalf of any Lender) or any Lender (for itself or, in the case of the event described in clause (iii) above, on behalf of any prospective new Lender) in order for Agent, such Lender or, in the case of the event described in clause (iii) above, any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Loan Documents.

(b) Each Lender shall promptly upon the request of Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by Agent (for itself) in order for Agent to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Loan Documents.

17.18 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be

subject to the write-down and conversion powers of the applicable 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 the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise 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 this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

17.19 Conflicts with Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of any other Loan Documents, the terms of the Intercreditor Agreement shall control.

17.20 [Reserved].

17.21 Erroneous Payments.

(a) Each Lender and any other party hereto hereby severally agrees that if (i) Agent notifies (which such notice shall be conclusive absent manifest error) such Lender (or the Lender which is an Affiliate of a Lender) or any other Person that has received funds from Agent or any of its Affiliates, either for its own account or on behalf of a Lender (each such recipient, a "Payment Recipient") that Agent has determined in its sole discretion that any funds received by such Payment Recipient were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Payment Recipient) or (ii) any Payment Recipient receives any payment from Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, as applicable, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, as applicable, or (z) that such Payment Recipient otherwise becomes aware was transmitted or received in error or by mistake (in whole or in part) then, in each case, an error in payment shall be presumed to have been made (any such amounts specified in clauses (i) or (ii) of this Section 17.21(a), whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise; individually and collectively, an "Erroneous Payment"), then, in each case, such Payment Recipient is deemed to have knowledge of such error at the time of its receipt of such Erroneous Payment; provided that nothing in this Section shall require Agent to provide any of the notices specified in clauses (i) or (ii) above. Each Payment Recipient agrees that it shall not assert any right or claim to any Erroneous Payment, and hereby waives any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by Agent for the return of any Erroneous Payments, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(b) Without limiting the immediately preceding clause (a), each Payment Recipient agrees that, in the case of clause (a)(ii) above, it shall promptly notify Agent in writing of such occurrence.

(c) In the case of either clause (a)(i) or (a)(ii) above, such Erroneous Payment shall at all times remain the property of Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of Agent, and upon demand from Agent such Payment Recipient shall (or, shall cause any Person who received any portion of an Erroneous Payment on its behalf to), promptly, but in all events no later than one Business Day thereafter, return to Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made in same day funds and in the currency so received, together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to Agent at the greater of the Federal Funds Rate and a rate determined by Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(d) In the event that an Erroneous Payment (or portion thereof) is not recovered by Agent for any reason, after demand therefor by Agent in accordance with immediately preceding clause (c), from any Lender that is a Payment Recipient or an Affiliate of a Payment Recipient (such unrecovered amount as to such Lender, an "Erroneous Payment Return Deficiency"), then at the sole discretion of Agent and upon Agent's written notice to such Lender (i) such Lender shall be deemed to have made a cashless assignment of the full face amount of the portion of its Loans (but not its Commitments) with respect to which such Erroneous Payment was made (the "Erroneous Payment Impacted Loans") to Agent or, at the option of Agent, Agent's applicable lending affiliate (such assignee, the "Agent Assignee") in an amount that is equal to the Erroneous Payment Return Deficiency (or such lesser amount as Agent may specify) (such assignment of the Loans (but not Commitments) of the Erroneous Payment Impacted Loans, the "Erroneous Payment Deficiency Assignment") plus any accrued and unpaid interest on such assigned amount, without further consent or approval of any party hereto and without any payment by Agent Assignee as the assignee of such Erroneous Payment Deficiency Assignment. Without limitation of its rights hereunder, following the effectiveness of the Erroneous Payment Deficiency Assignment, Agent may make a cashless reassignment to the applicable assigning Lender of any Erroneous Payment Deficiency Assignment at any time by written notice to the applicable assigning Lender and upon such reassignment all of the Loans assigned pursuant to such Erroneous Payment Deficiency Assignment shall be reassigned to such Lender without any requirement for payment or other consideration. The parties hereto acknowledge and agree that (1) any assignment contemplated in this clause (d) shall be made without any requirement for any payment or other consideration paid by the applicable assignee or received by the assignor, (2) the provisions of this clause (d) shall govern in the event of any conflict with the terms and conditions of Section 13 and (3) Agent may reflect such assignments in the Register without further consent or action by any other Person.

(e) Each party hereto hereby agrees that (x) in the event an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, Agent (1) shall be subrogated to all the rights of such Payment Recipient and (2) is authorized to set off, net and apply any and all amounts at any time owing to such Payment Recipient under any Loan Document, or otherwise payable or distributable by Agent to such Payment Recipient from any source, against any amount due to Agent under this Section 17.21 or under the indemnification provisions of this Agreement, (y) the receipt of an Erroneous Payment by a Payment Recipient shall not for the purpose of this Agreement be treated as a payment, prepayment, repayment, discharge or other satisfaction of any Obligations owed by the Borrowers or any other Loan Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by Agent from the Borrowers or any other Loan Party for the purpose of making for a payment on the Obligations and (z) to the extent that an Erroneous Payment was in any way or at any time credited as payment or satisfaction of any of the Obligations, the

Obligations or any part thereof that were so credited, and all rights of the Payment Recipient, as the case may be, shall be reinstated and continue in full force and effect as if such payment or satisfaction had never been received.

(f) Each party's obligations under this Section 17.21 shall survive the resignation or replacement of Agent or any transfer of right or obligations by, or the replacement of, a Lender, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

(g) The provisions of this Section 17.21 to the contrary notwithstanding, (i) nothing in this Section 17.21 will constitute a waiver or release of any claim of any party hereunder arising from any Payment Recipient's receipt of an Erroneous Payment and (ii) there will only be deemed to be a recovery of the Erroneous Payment to the extent that Agent has received payment from the Payment Recipient in immediately available funds the Erroneous Payment Return Deficiency, whether directly from the Payment Recipient, as a result of the exercise by Agent of its rights of subrogation or set off as set forth above in clause (e) or as a result of the receipt by Agent Assignee of a payment of the outstanding principal balance of the Loans assigned to Agent Assignee pursuant to an Erroneous Payment Deficiency Assignment, but excluding any other amounts in respect thereof (it being agreed that any payments of interest, fees, expenses or other amounts (other than principal) received by Agent Assignee in respect of the Loans assigned to Agent Assignee pursuant to an Erroneous Payment Deficiency Assignment shall be the sole property of Agent Assignee and shall not constitute a recovery of the Erroneous Payment).

18. ACKNOWLEDGMENT OF SECURITY INTERESTS

18.1 Acknowledgment of Security Interests. The Loan Parties hereby acknowledge, confirm and agree that the security interest in and lien upon the assets of the Loan Parties constituting Collateral heretofore granted to the 2026 Notes Collateral Agent pursuant to the 2026 Notes Documents to secure the obligations under the 2026 Note Documents shall be assigned to the Collateral Agent hereunder pursuant to the Collateral Documents, and such Liens and security interests shall continue as valid and perfected Liens and security interest securing the Obligations hereunder and under the other Loan Documents. The Liens of Agent in the Collateral shall be deemed to be continuously granted and perfected from the earliest date of the granting and perfection of such Liens interests to the 2026 Notes Collateral Agent, whether under the 2026 Note Documents, this Agreement or any other Loan Documents. On and after the date of this Agreement, all such liens and security interests shall be subject to the terms of this Agreement and the other Loan Documents and in all respects subject to the terms herein or therein, as applicable.

[Signature pages to follow.]

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

BORROWERS:

INDEPENDENCE CONTRACT DRILLING, INC.

By:_____
Name:
Title:

SIDEWINDER DRILLING, LLC

By:_____
Name:
Title:

AGENT:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By:_____
Name:
Title:

LENDER:

[LENDER]

By:_____
Name:
Title:

SCHEDULE 3.1

Conditions Precedent to Closing

The obligation of each Lender to make (or be deemed to have made) its Term Loans provided for in the Agreement is subject to the satisfaction or waiver of each of the following conditions precedent:

(a) The Agent's and Lenders' receipt of the following, each of which shall be originals or pdf copies or other facsimiles, and each duly executed and delivered by and Authorized Person each Loan Party that is a party thereto, each in form and substance reasonably satisfactory to the Required Lenders:

(i) executed counterparts of this Agreement;

(ii) the Guaranty and Security Agreement;

(iii) the Patent Security Agreement and Trademark Security Agreement;

(iv) the Intercreditor Agreement;

(v) a completed Perfection Certificate for each of the Loan Parties; and

(vi) the Fee Letter;

(b) the representations and warranties of each Loan Party contained in this Agreement or in the other Loan Documents shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date of such extension of credit, as though made on and as of such date (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date);

(c) no Default or Event of Default shall have occurred and be continuing on the Closing Date, nor shall either result from the making (or deemed making) of the Term Loans on the Closing Date;

(d) since the Confirmation Date, no occurrence of any event or development that could reasonably be expected to have a Material Adverse Effect shall have occurred;

(e) the Agent and the Lenders shall have received a certificate of an Authorized Person of Lead Borrower, certifying that the conditions set forth in clauses (b), (c) and (d) of this Schedule 3.1 are and will be satisfied as of the Closing Date, after giving effect to the borrowing (or deemed borrowing) of the Term Loans on such date;

(f) the Agent and the Lenders shall have received a certificate from the Secretary of each Loan Party (i) attesting to the resolutions of such Loan Party's board of directors (or similar governing body) authorizing its execution, delivery, and performance of the Loan Documents to which it is a party, (ii) authorizing specific officers of such Loan Party to execute the same, and (iii) attesting to the incumbency and signatures of such specific officers of such Loan Party;

(g) the Agent and each Lender shall have received copies of each Loan Party's certificate of incorporation or formation, by-laws and operating agreement, as amended, modified, or supplemented to

the Closing Date, which shall be (a) certified by the Secretary of such Loan Party and (b) with respect to any such certificate of incorporation or formation, certified as of a recent date (not more than thirty (30) days prior to the Closing Date) by the appropriate governmental official;

(h) the Agent and each Lender shall have received a good standing certificate, certificate of status or equivalent with respect to each Loan Party, dated within thirty (30) days of the Closing Date, such certificate to be issued by the appropriate officer of the jurisdiction of organization of such Loan Party, which certificate shall indicate that such Loan Party is in good standing in such jurisdiction;

(i) Agent shall have received certificates of insurance, together with the endorsements thereto, which evidence the insurance required to be maintained by the Loan Parties pursuant to Section 5.6 of the Agreement;

(j) the Agent and each Lender shall have received customary opinions of counsel to the Loan Parties addressed to the Agent and the Lenders with respect to the Loan Parties, the Loan Documents and such other matters as Agent shall reasonably request;

(k) after giving effect to the Transactions, and pursuant to the terms of the Approved Plan, the Loan Parties shall have no outstanding third-party indebtedness for borrowed money other than (i) the indebtedness under the Agreement, (ii) the indebtedness under the ABL Credit Agreement, (iii) ordinary course capital leases and purchase money indebtedness and (iv) other Permitted Indebtedness.

(l) the Agent and the Lenders shall have received a Solvency Certificate, duly executed by the chief financial officer of the Lead Borrower

(m) the ABL Credit Agreement and the other ABL Documents shall have been, or substantially concurrently with the making (or deemed making) of the Term Loans on the Closing Date, shall be, duly executed and delivered, in each case in form and substance reasonably satisfactory to the Required Lenders and be in full force and effect;

(n) the Agent and the Lenders shall have received all documentation and other information which the Agent or any Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" rules and regulations, as well as any other anti-terrorism laws including the PATRIOT Act, to the extent requested at least five (5) Business Days prior to the Closing Date. If the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, the Borrower shall have delivered to the Agent a Beneficial Ownership Certification;

(o) Agent and the Lenders shall have received the following:

(i) a completed Perfection Certificate in form and detail reasonably satisfactory to the Required Lenders dated as of the Closing Date, executed by an Authorized Person of each Loan Party, together with all attachments contemplated thereby;

(ii) UCC lien, judgment and federal and state tax lien results for the jurisdiction of organization and principal place of business of each Loan Party and the jurisdictions in which material assets of each Loan Party are located, which search results shall reveal no liens other than Permitted Liens; and

(iii) evidence that each Loan Party shall have taken or caused to be taken any other action, executed and delivered or caused to be executed and delivered any other agreement, document and instrument (including any amendments to the articles of incorporation or other constitutional documents of

agreements of such Loan Party pursuant to which any restrictions or inhibitions relating to the enforcement of any Lien or other security interest created by the Collateral Documents are removed) and authorized, made or caused to be made any other filing and recording required under the Collateral Documents or reasonably requested by the Agent or the Required Lenders to perfect any such Liens and other security interests [(in each case, subject to Section 5.15)], and each UCC financing statement shall have been filed, registered or recorded or shall have been delivered to the Required Lenders or their counsel and shall be in proper form for filing, registration or recordation;

(p) on the Closing Date, Borrowers shall have paid the fees required to be paid to the Agent and the Lenders on the Closing Date, and all other costs and expenses (including Lender Group Expenses) which have been invoiced no later than two (2) Business Days prior to the Closing Date and are payable pursuant to the Loan Documents;

(q) no action, suit, investigation or other proceeding by or before any arbitrator or any Governmental Authority shall be threatened in writing or pending and no preliminary or permanent injunction or order by a state or federal court shall have been entered (i) in connection with this Agreement or (ii) which, in any case, in the reasonable judgment of the Required Lenders, could reasonably be expected to have a Material Adverse Effect;

(r) all Governmental Authorities and Persons shall have approved or consented to the transactions contemplated hereby, to the extent required, and such approvals shall be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened that would restrain, prevent or otherwise impose adverse conditions on this Agreement and the actions contemplated hereby;

(s) the Debtors shall be and shall have been in compliance with the Confirmation Order in all material respects. The Approved Plan shall have become effective in accordance with its terms and all conditions to the effectiveness of the Approved Plan shall have been satisfied or waived without giving effect to any waiver that would reasonably be expected to adversely affect the interests of the Agent or the Lenders in any material respect unless consented to by the Agent and the Required Lenders, and all transactions contemplated therein or in the Confirmation Order to occur on the Approved Plan Effective Date shall have been (or concurrently with the Closing Date, shall be) substantially consummated in accordance with the terms thereof and in compliance with applicable laws. The Approved Plan shall not have been amended, modified or supplemented after the Plan Effective Date in any manner or any condition to the effectiveness thereof shall not have been waived that, individually or in the aggregate, would reasonably be expected to adversely affect the interests of the Agent or the Lenders (taken as a whole and in their capacities as such) in any material respect; and

(t) since the Confirmation Date, no occurrence of any event or development that could reasonably be expected to have a Material Adverse Effect shall have occurred.

Exhibit G

Exit ABL Facility Agreement

AMENDED AND RESTATED
CREDIT AGREEMENT

by and among

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent and Issuing Bank,

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Sole Lead Arranger and Bookrunner,

THE LENDERS PARTY HERETO,
as Lenders,

INDEPENDENCE CONTRACT DRILLING, INC.,
SIDEWINDER DRILLING LLC,
as Borrowers,

and

THE OTHER PARTIES HERETO,
as Guarantors,

Dated as of January ___, 2025

TABLE OF CONTENTS

Page

1. DEFINITIONS AND CONSTRUCTION. 1

1.1 Definitions 2
1.2 Accounting Terms 48
1.3 UCC 49
1.4 Construction 49
1.5 Time References 50
1.6 Schedules and Exhibits 50
1.7 Divisions 50
1.8 Rates 50

2. LOANS AND TERMS OF PAYMENT. 51

2.1 Revolving Loans 51
2.2 Reserved 51
2.3 Borrowing Procedures and Settlements 51
2.4 Payments; Reductions of Commitments; Prepayments 57
2.5 Promise to Pay; Promissory Notes 61
2.6 Interest Rates and Letter of Credit Fee: Rates, Payments, and Calculations 61
2.7 Crediting Payments 63
2.8 Designated Account 63
2.9 Maintenance of Loan Account; Statements of Obligations 63
2.10 Fees 64
2.11 Letters of Credit 64
2.12 SOFR Option 72
2.13 Capital Requirements 76
2.14 Reserved 77
2.15 Reserved 77
2.16 Joint and Several Liabilities of Borrowers 77

3. CONDITIONS; TERM OF AGREEMENT. 80

3.1 Conditions Precedent to the Initial Extension of Credit 80
3.2 Conditions Precedent to all Extensions of Credit 80
3.3 Maturity 80
3.4 Effect of Maturity 80
3.5 Early Termination by Borrowers 81
3.6 Conditions Subsequent 81

4. REPRESENTATIONS AND WARRANTIES. 81

4.1 Due Organization and Qualification; Subsidiaries 81
4.2 Due Authorization; No Conflict 82
4.3 Governmental Consents 82
4.4 Binding Obligations; Perfected Liens 82

4.5 Title to Assets; No Encumbrances ... 83
4.6 Litigation ... 83
4.7 Compliance with Laws ... 83
4.8 No Material Adverse Effect ... 83
4.9 Solvency ... 84
4.10 Employee Benefits ... 84
4.11 Environmental Condition ... 84
4.12 Complete Disclosure ... 84
4.13 Patriot Act ... 85
4.14 Indebtedness ... 85
4.15 Payment of Taxes ... 85
4.16 Margin Stock ... 85
4.17 Governmental Regulation ... 86
4.18 OFAC; Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws ... 86
4.19 Employee and Labor Matters ... 86
4.20 [Reserved] ... 86
4.21 Leases ... 86
4.22 Eligible Accounts ... 87
4.23 Hedge Agreements ... 87
4.24 Confirmation Order; Term Loan Documents. ... 87

5. AFFIRMATIVE COVENANTS. ... 87

5.1 Financial Statements, Reports, Certificates ... 87
5.2 Reporting ... 88
5.3 Existence ... 88
5.4 Maintenance of Properties ... 88
5.5 Taxes ... 88
5.6 Insurance ... 88
5.7 Inspection ... 89
5.8 Compliance with Laws ... 89
5.9 Environmental ... 89
5.10 Disclosure Updates ... 90
5.11 Formation or Acquisition of Subsidiaries ... 90
5.12 Further Assurances ... 91
5.13 Location of Chief Executive Office ... 91
5.14 OFAC; Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws ... 91

6. NEGATIVE COVENANTS. ... 91

6.1 Indebtedness ... 91
6.2 Liens ... 91
6.3 Restrictions on Fundamental Changes ... 91
6.4 Disposal of Assets ... 92
6.5 Nature of Business ... 92
6.6 Prepayments and Amendments ... 92
6.7 Restricted Payments; Management Fees ... 93
6.8 Accounting Methods ... 93
6.9 Investments ... 93
6.10 Transactions with Affiliates ... 94
6.11 Use of Proceeds ... 94

6.12 Limitation on Issuance of Equity Interests 95

7. FINANCIAL COVENANT. 95

7.1 Fixed Charge Coverage Ratio 95
7.2 Right to Cure 95

8. EVENTS OF DEFAULT. 95

8.1 Payments 96
8.2 Covenants 96
8.3 Judgments 96
8.4 Voluntary Bankruptcy, Etc 96
8.5 Involuntary Bankruptcy, Etc 96
8.6 Default under Other Agreements 97
8.7 Representations, Etc 97
8.8 Guaranty 97
8.9 Collateral Documents 97
8.10 Loan Documents 97
8.11 Change of Control 97
8.12 ERISA 98
8.13 Subordination; Intercreditor Agreement 98
8.14 Plan of Reorganization; Confirmation Order 98

9. RIGHTS AND REMEDIES. 98

9.1 Rights and Remedies 98
9.2 Remedies Cumulative 99

10. WAIVERS; INDEMNIFICATION. 99

10.1 Demand; Protest; etc 99
10.2 The Lender Group's Liability for Collateral 99
10.3 Indemnification 99

11. NOTICES 100

12. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER 101

13. ASSIGNMENTS AND PARTICIPATIONS; SUCCESSORS. 102

13.1 Assignments and Participations 102
13.2 Successors 106

14. AMENDMENTS; WAIVERS. 106

14.1 Amendments and Waivers 106
14.2 Replacement of Certain Lenders 108
14.3 No Waivers; Cumulative Remedies 108

15. AGENT; THE LENDER GROUP. 109

15.1 Appointment and Authorization of Agent 109
15.2 Delegation of Duties 109
15.3 Liability of Agent 110
15.4 Reliance by Agent 110
15.5 Notice of Default or Event of Default 110
15.6 Credit Decision 111
15.7 Costs and Expenses; Indemnification 111
15.8 Agent in Individual Capacity 112
15.9 Successor Agent 112
15.10 Lender in Individual Capacity 112
15.11 Collateral Matters 113
15.12 Restrictions on Actions by Lenders; Sharing of Payments 114
15.13 Agency for Perfection 115
15.14 Payments by Agent to Lenders 115
15.15 Concerning the Collateral and Related Loan Documents 115
15.16 Field Examination Reports; Confidentiality; Disclaimers by Lenders; Other Reports and Information 115
15.17 Several Obligations; No Liability 116
15.18 Sole Lead Arranger and Book Runner 116

16. TAX MATTERS 116

16.1 Payments Free of Taxes 117
16.2 Payment of Other Taxes 117
16.3 Indemnification by the Loan Parties 117
16.4 Indemnification by the Lenders 117
16.5 Evidence of Payments 117
16.6 Status of Lenders 117
16.7 Treatment of Certain Refunds 119
16.8 Status of Agent 119
16.9 Survival 119
16.10 Definitions 120

17. GENERAL PROVISIONS. 120

17.1 Effectiveness 120
17.2 Section Headings 120
17.3 Interpretation 120
17.4 Severability of Provisions 120
17.5 Bank Product Providers 120
17.6 Debtor-Creditor Relationship 121
17.7 Counterparts; Electronic Execution 121
17.8 Revival and Reinstatement of Obligations 121
17.9 Confidentiality 121
17.10 Lender Group Expenses 122
17.11 Survival 122
17.12 Patriot Act 123
17.13 Integration 123
17.14 Keepwell 123
17.15 Judgment Currency 123
17.16 Parent as Administrative Agent for Borrowers 124

17.17 **"Know Your Customer" Checks** 124
17.18 **Acknowledgement and Consent to Bail-In of Affected Financial Institutions** 125
17.19 **Conflicts with Intercreditor Agreement** 125
17.20 **Acknowledgement Regarding Any Supported QFCs** 125
17.21 **Erroneous Payments** 126

18. ACKNOWLEDGMENT AND RESTATEMENT 128

18.1 **Acknowledgment of Security Interests** 128
18.2 **Existing Loan Documents** 128
18.3 **Restatement.** 128

EXHIBITS AND SCHEDULES

Exhibit A-1	Form of Assignment and Acceptance
Exhibit B-1	Form of Borrowing Base Certificate
Exhibit C-1	Form of Compliance Certificate
Exhibit J-1	Form of Joinder
Exhibit L-1	Form of SOFR Notice
Exhibit P-1	Form of Perfection Certificate
Exhibit S-1	Form of Solvency Certificate
Exhibit T-1	Form of U.S. Tax Compliance Certificate
Exhibit T-2	Form of U.S. Tax Compliance Certificate
Exhibit T-3	Form of U.S. Tax Compliance Certificate
Exhibit T-4	Form of U.S. Tax Compliance Certificate

Schedule A-1	Agent's Accounts
Schedule A-2	Authorized Persons
Schedule C-1	Commitments
Schedule D-1	Designated Account
Schedule P-1	Permitted Investments
Schedule P-2	Permitted Liens

Schedule 2.11	Existing Letters of Credit
Schedule 3.1	Conditions Precedent to Initial Extension of Credit
Schedule 3.6	Conditions Subsequent
Schedule 4.1(b)	Capitalization of Loan Parties
Schedule 4.1(c)	Capitalization of Loan Parties' Subsidiaries
Schedule 4.1(d)	Subscription, Options, Warrants, Calls
Schedule 4.6(b)	Litigation
Schedule 4.10	Employee Benefits Plans
Schedule 4.11	Environmental Matters
Schedule 4.14	Indebtedness
Schedule 5.1	Financial Statements, Reports, Certificates
Schedule 5.2	Collateral Reporting
Schedule 6.5	Nature of Business

AMENDED AND RESTATED CREDIT AGREEMENT

THIS AMENDED AND RESTATED CREDIT AGREEMENT (this "Agreement"), is entered into as of January __, 2025 by and among the lenders identified on the signature pages hereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender", as that term is hereinafter further defined), WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"), INDEPENDENCE CONTRACT DRILLING, INC., a Delaware corporation ("Parent"), as lead borrower for the Borrowers referenced below (in such capacity, together with its successors and assigns in such capacity, "Lead Borrower"), SIDEWINDER DRILLING LLC, a Delaware limited liability company ("Sidewinder") and the other Affiliates of Parent party hereto from time to time as borrowers (such Affiliates together with Parent and Sidewinder, each individually a "Borrower", and collectively, jointly and severally, "Borrowers"), and each Affiliate of Parent party hereto from time to time as guarantors (each individually a "Guarantor" and collectively, jointly and severally, as "Guarantors").

WHEREAS, each Borrower, in its capacity as debtor and debtor-in-possession (collectively, the "Chapter 11 Borrowers") and each Guarantor, in its capacity as debtor and debtor-in-possession (collectively, the "Chapter 11 Guarantors"), has filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code (as hereinafter defined);

WHEREAS, Borrowers are parties to the Credit Agreement, dated October 1, 2018, by and among them, Agent and the lenders party thereto, pursuant to which such lenders have made loans and provided other financial accommodations to Borrower (as amended by Consent and Amendment to Credit Agreement, dated as of April 27, 2020, by and among Agent, Borrowers and the Lenders, Second Amendment to Credit Agreement, dated January 21, 2022, Amendment No. 3 to Credit Agreement, dated March 18, 2022, Fourth Amendment to Credit Agreement, dated July 31, 2022 (also referred to as Third Amendment to Credit Agreement), and Amendment No. 5 to Credit Agreement, dated September 22, 2022, and as further amended, restated, amended and restated, supplemented or otherwise modified and in effect prior to the Restatement Effective Date, the "Existing Credit Agreement");

WHEREAS, the Plan of Reorganization (as hereinafter defined) has been confirmed in the Chapter 11 Cases pursuant to the Confirmation Order (as hereinafter defined), and concurrently with the making of the initial loans or issuance of letters of credit hereunder, the Plan Effective Date (as hereinafter defined) has occurred;

WHEREAS, Borrowers and Guarantors have requested that Agent and Lenders amend and restate the Existing Credit Agreement, as amended, pursuant to and in accordance with the terms and conditions set forth herein; and

WHEREAS, each Lender is willing to agree (severally and not jointly) to amend and restate the Existing Credit Agreement and to make such loans and provide such financial accommodations to Borrower on the terms and conditions set forth herein and Agent is willing to act as agent for Lenders on the terms and conditions set forth herein and the other Loan Documents.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties hereto hereby agree that the Existing Credit Agreement shall be (and hereby is) amended and restated as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. As used in this Agreement, the following terms shall have the following definitions:

"ABL Priority Collateral" has the meaning specified therefor in the Intercreditor Agreement.

"Account" means an account (as that term is defined in the UCC).

"Account Debtor" means any Person who is obligated on an Account, chattel paper, or a General Intangible.

"Account Party" has the meaning specified therefor in Section 2.11(h) of this Agreement.

"Accounting Changes" means changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants (or successor thereto or any agency with similar functions).

"Acquired Indebtedness" means Indebtedness of a Person the assets or Equity Interests of which are acquired by a Loan Party or any of its Subsidiaries in a Permitted Acquisition; provided, that such Indebtedness (a) is not secured by Collateral, (b) was in existence prior to the date of such Permitted Acquisition and (c) was not incurred in connection with, or in contemplation of, such Permitted Acquisition.

"Acquisition" means (a) the purchase or other acquisition by a Loan Party of all or substantially all of the assets of (or any division or business line of) any other Person, or (b) the purchase or other acquisition (whether by means of a merger, consolidation, or otherwise) by a Person or its Subsidiaries of all or substantially all of the Equity Interests of any other Person.

"Additional Documents" has the meaning specified therefor in Section 5.12 of this Agreement.

"Administrative Questionnaire" has the meaning specified therefor in Section 13.1 of this Agreement.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affected Lender" has the meaning specified therefor in Section 2.13(b) of this Agreement.

"Affiliate" means, as applied to any Person, any other Person who controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of Equity Interests, by contract, or otherwise; provided, that, for purposes of the definition of Eligible Accounts and Section 6.10 of this Agreement: (a) any Person which owns directly or indirectly ten percent (10%) or more of the Equity Interests having ordinary voting power for the election of directors or other members of the governing body of a Person or ten percent (10%) or more of the partnership or other ownership interests of a Person (other than as a limited partner of such Person) shall be deemed an Affiliate of such Person, (b) each director (or comparable manager) of a Person shall be deemed to be an Affiliate of such Person, and (c) each partnership in which a Person is a general partner shall be deemed an Affiliate of such Person.

"Agent" has the meaning specified therefor in the preamble to this Agreement.

"Agent-Related Persons" means Agent, together with its Affiliates, officers, directors, employees, attorneys, and agents.

"Agent's Account" means the Deposit Account of Agent identified as "Agent's Accounts" on Schedule A-1.

"Agent's Liens" means the Liens granted by each Loan Party to Agent under the Loan Documents and securing the Obligations.

"Agreement" means this Credit Agreement, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Agreement Currency" has the meaning specified therefor in Section 17.15 of this Agreement.

"Anti-Corruption Laws" means the FCPA, the U.K. Bribery Act of 2010, as amended, and all other applicable laws and regulations or ordinances concerning or relating to bribery, money laundering or corruption in any jurisdiction in which any Loan Party or any of its Subsidiaries or Affiliates is located or is doing business.

"Anti-Money Laundering Laws" means the applicable laws or regulations in any jurisdiction in which any Loan Party or any of its Subsidiaries or Affiliates is located or is doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

"Applicable Margin" means (a) as to Revolving Loans for which interest is calculated based on the Base Rate, the Applicable Base Rate Margin set forth below, and (b) as to Revolving Loans for which interest is calculated based on SOFR, the Applicable SOFR Margin set forth below,

Tier	Quarterly Average Excess Availability	Applicable SOFR Margin	Applicable Base Rate Margin
1	Greater than $15,000,000	2.61%	1.50%
2	Less than or equal to $15,000,000	2.86%	1.75%

provided, that, (i) the Applicable Margin shall be calculated and established once each calendar quarter and shall remain in effect until adjusted for the next calendar quarter, (ii) each adjustment of the Applicable Margin shall be effective as of the first day of each such calendar quarter based on the Quarterly Average Excess Availability for the immediately preceding calendar quarter, (iii) notwithstanding anything to the contrary contained herein, for the period from the Restatement Effective Date until the last day of the first full calendar quarter immediately following the Restatement Effective Date, the Applicable Margin shall be based on the applicable percentage set forth in Tier 2, and (iv) in the event that the Lead Borrower fails to provide any Borrowing Base Certificate or other information with respect thereto for any period on the date required hereunder, effective as of the date on which such Borrowing Base Certificate or other information was otherwise required, at Agent's option, the Applicable Margin shall be based on the highest rate above until the next Business Day after a Borrowing Base Certificate or other information is provided for the applicable period at which time the Applicable Margin shall be adjusted as otherwise provided herein. In the event that at any time after the end of any calendar quarter the Quarterly Average Excess Availability for such calendar quarter used for the determination of the Applicable Margin was greater than

the actual amount of the Quarterly Average Excess Availability for such period as a result of the inaccuracy of information provided by or on behalf of any Borrower to Agent for the calculation of Excess Availability, the Applicable Margin for such period shall be adjusted to the applicable percentage based on such actual Quarterly Average Excess Availability and any additional interest for the applicable period as a result of such recalculation shall be promptly paid to Agent. The foregoing shall not be construed to limit the rights of Agent or Lenders with respect to the amount of interest payable after a Default or Event of Default whether based on such recalculated percentage or otherwise.

"Application Event" means the occurrence of (a) a failure by Borrowers to repay all of the Obligations in full on the Maturity Date, or (b) an Event of Default and the election by Agent or the Required Lenders to require that payments and proceeds of Collateral be applied pursuant to Section 2.4(b)(iii) of this Agreement.

"Assignee" has the meaning specified therefor in Section 13.1(a) of this Agreement.

"Assignment and Acceptance" means an Assignment and Acceptance Agreement substantially in the form of Exhibit A-1.

"Authorized Person" means any one of the individuals identified on Schedule A-2, as such schedule is updated from time to time by written notice from Lead Borrower to Agent.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (a) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 2.12(d)(iii)(D).

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bank Product" means any one or more of the following financial products or accommodations extended to any Loan Party or any of its Subsidiaries by a Bank Product Provider: (a) credit cards, (b) payment card processing services, (c) debit cards, (d) stored value cards, (e) commercial cards and purchase cards (including so- called "procurement cards" or "P-cards"), (f) Cash Management Services, or (g) transactions under Hedge Agreements.

"Bank Product Agreements" means those agreements entered into from time to time by any Loan Party or any of its Subsidiaries with a Bank Product Provider in connection with obtaining of any of the Bank Products.

"Bank Product Collateralization" means providing cash collateral (pursuant to documentation reasonably satisfactory to Agent) to be held by Agent for the benefit of the Bank Product Providers (other than the Hedge Providers) in an amount reasonably determined by Agent as sufficient to satisfy the reasonably estimated credit exposure, operational risk or processing risk with respect to the then existing Bank Product Obligations (other than Hedge Obligations).

"Bank Product Obligations" means (a) all obligations, liabilities, reimbursement obligations, fees, or expenses owing by any Loan Party to any Bank Product Provider pursuant to or evidenced by a Bank Product Agreement and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, (b) all Hedge Obligations, and (c) all amounts that Agent or any Lender is obligated to pay to a Bank Product Provider as a result of Agent or such Lender purchasing participations from, or executing guarantees or indemnities or reimbursement obligations to, a Bank Product Provider with respect to the Bank Products provided by such Bank Product Provider to any Loan Party. Anything to the contrary contained in the foregoing notwithstanding, the Bank Product Obligations shall exclude any Excluded Swap Obligation.

"Bank Product Provider" means Wells Fargo or any of its Affiliates.

"Bank Product Reserves" means, as of any date of determination, those reserves that Agent deems necessary or appropriate to establish (based upon the Bank Product Providers' determination of the liabilities and obligations of each Loan Party and its Subsidiaries in respect of Bank Product Obligations) in respect of Bank Products then provided or outstanding.

"Bankruptcy Code" means title 11 of the United States Code, as in effect from time to time.

"Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

"Base Rate" means, for any day, the greatest of (a) the Floor, (b) the Federal Funds Rate in effect on such day *plus* ½%, (c) Term SOFR for a one month tenor in effect on such day, *plus* 1%, provided that this clause (c) shall not be applicable during any period in which Term SOFR is unavailable or unascertainable, and (d) the rate of interest announced, from time to time, within Wells Fargo at its principal office in San Francisco as its "prime rate" in effect on such day, with the understanding that the "prime rate" is one of Wells Fargo's base rates (not necessarily the lowest of such rates) and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto and is evidenced by the recording thereof after its announcement in such internal publications as Wells Fargo may designate.

"Base Rate Loan" means each portion of the Revolving Loan that bears interest at a rate determined by reference to the Base Rate.

"Base Rate Margin" means the Applicable Base Rate Margin as set forth in the definition of the term Applicable Margin.

"Benchmark" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.12(d)(iii)(A).

"Benchmark Replacement" means, with respect to any Benchmark Transition Event, the sum of: (a) the alternate benchmark rate that has been selected by Agent and Administrative Borrower giving due

consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for Dollar-denominated syndicated credit facilities at such time and (b) the related Benchmark Replacement Adjustment; provided that if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement shall be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Available Tenor, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by Agent and Administrative Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities at such time.

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, if such Benchmark is a term rate, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor

administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board of Governors, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, if the then-current Benchmark has any Available Tenors, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Start Date" means, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

"Benchmark Unavailability Period" means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.12(d)(iii) and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.12(d)(iii).

"Beneficial Ownership Certification" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"BHC Act Affiliate" of a Person means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such Person.

"Board of Directors" means, as to any Person, the board of directors (or comparable managers) of such Person, or any committee thereof duly authorized to act on behalf of the board of directors (or comparable managers).

"Board of Governors" means the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Borrower" and "Borrowers" have the respective meanings specified therefor in the preamble to this Agreement.

"Borrower Materials" has the meaning specified therefor in Section 17.9(c) of this Agreement.

"Borrowing" means a borrowing consisting of Revolving Loans made on the same day by the Lenders (or Agent on behalf thereof), or by Agent in the case of a Special Advance.

"Borrowing Base" means, as of any date of determination, the result of:

(a) 85% of the amount of Eligible Accounts, minus

(b) the aggregate amount of Reserves, if any, established by Agent from time to time under Section 2.1(c) of this Agreement.

"Borrowing Base Certificate" means a certificate in the form of Exhibit B-1 to this Agreement, which such form of Borrowing Base Certificate may be amended, restated, supplemented or otherwise modified from time to time (including without limitation, changes to the format thereof), as approved by Agent in Agent's sole discretion.

"Business Day" means any day that is not a Saturday, Sunday or other day on which the Federal Reserve Bank of New York is closed.

"Capital Expenditures" means, with respect to any Person for any period, the amount of all expenditures by such Person and its Subsidiaries during such period that are capital expenditures as determined in accordance with GAAP, whether such expenditures are paid in cash or financed, but excluding, without duplication (a) with respect to the purchase price of assets that are purchased substantially contemporaneously with the trade-in of existing assets during such period, the amount that the gross amount of such purchase price is reduced by the credit granted by the seller of such assets for the assets being traded in at such time, (b) expenditures made during such period to consummate one or more Permitted Acquisitions, (c) expenditures made during such period to the extent made with the identifiable proceeds of an equity investment in a Loan Party or any of its Subsidiaries which equity investment is made substantially contemporaneously with the making of the expenditure, and (d) expenditures during such period that, pursuant to a written agreement, are reimbursed by a third Person (excluding any Loan Party or any of its Affiliates) within one hundred eighty (180) days of the date such expenditures are made.

"Capital Lease" means a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP.

"Capitalized Lease Obligation" means that portion of the obligations under a Capital Lease that is required to be capitalized in accordance with GAAP.

"Cash Dominion Event" means at any time (a) Excess Availability is less than 12.5% of the Maximum Credit at any time, or (b) a Specified Event of Default has occurred and is continuing; provided,

that, to the extent that the Cash Dominion Event has occurred due to (i) clause (a) of this definition, if Excess Availability shall be equal to or greater than the applicable amount provided for in clause (a) of this definition for at least thirty (30) consecutive days thereafter, the Cash Dominion Event shall no longer be deemed to exist or be continuing until such time as Excess Availability may again be less than the applicable amount provided for in clause (a) of this definition and (ii) clause (b) of this definition, if such Specified Event of Default has been cured or waived, the Cash Dominion Event shall no longer be deemed to exist or be continuing.

"Cash Equivalents" means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one (1) year from the date of acquisition thereof, (b) marketable direct obligations issued or fully guaranteed by any state of the United States or any political subdivision of any such state or any public instrumentality thereof maturing within one (1) year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either Standard & Poor's Rating Group ("S&P") or Moody's Investors Service, Inc. ("Moody's"), (c) commercial paper maturing no more than two hundred seventy (270) days from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 from S&P or at least P-1 from Moody's, (d) certificates of deposit, time deposits, overnight bank deposits or bankers' acceptances maturing within one (1) year from the date of acquisition thereof issued by any bank organized under the laws of the United States or any state thereof or the District of Columbia or any United States branch of a foreign bank having at the date of acquisition thereof combined capital and surplus of not less than $1,000,000,000, (e) Deposit Accounts maintained with (i) any bank that satisfies the criteria described in clause (d) above, or (ii) any other bank organized under the laws of the United States or any state thereof so long as the full amount maintained with any such other bank is insured by the Federal Deposit Insurance Corporation, (f) repurchase obligations of any commercial bank satisfying the requirements of clause (d) of this definition or of any recognized securities dealer having combined capital and surplus of not less than $1,000,000,000, having a term of not more than seven days, with respect to securities satisfying the criteria in clauses (a) or (d) above, (g) debt securities with maturities of six (6) months or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the criteria described in clause (d) above, and (h) Investments in money market funds substantially all of whose assets are invested in the types of assets described in clauses (a) through (g) above.

"Cash Management Services" means any cash management or related services including treasury, depository, return items, overdraft, controlled disbursement, merchant store value cards, e-payables services, electronic funds transfer, interstate depository network, automatic clearing house transfer (including the Automated Clearing House processing of electronic funds transfers through the direct Federal Reserve Fedline system) and other cash management arrangements.

"CFC" means (a) a controlled foreign corporation (as that term is defined in the IRC) in which any Loan Party is a "United States shareholder" within the meaning of Section 951(b) of the IRC or (b) any Subsidiary all or substantially all of the assets of which consist, directly or indirectly, of Equity Interests of Subsidiaries described in clause (a) of this definition.

"Change in Law" means the occurrence after the date of this Agreement of: (a) the adoption or effectiveness of any law, rule, regulation, judicial ruling, judgment or treaty, (b) any change in any law, rule, regulation, judicial ruling, judgment or treaty or in the administration, interpretation, implementation or application by any Governmental Authority of any law, rule, regulation, guideline or treaty, (c) any new, or adjustment to, requirements prescribed by the Board of Governors for "Eurocurrency Liabilities" (as defined in Regulation D of the Board of Governors), requirements imposed by the Federal Deposit Insurance Corporation, or similar requirements imposed by any domestic or foreign governmental authority or resulting from compliance by Agent or any Lender with any request or directive (whether or not having

the force of law) from any central bank or other Governmental Authority and related in any manner to SOFR, Term SOFR Reference Rate or Term SOFR, or (d) the making or issuance by any Governmental Authority of any request, rule, guideline or directive, whether or not having the force of law; provided, that notwithstanding anything in this Agreement to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith, and (ii) all requests, rules, guidelines or directives concerning capital adequacy 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 shall, in each case, be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"Change of Control" means that:

(a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), other than the Permitted Holders, becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have "beneficial ownership" of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an "option right")), directly or indirectly, of more than a majority of the equity securities of Parent entitled to vote for members of the board of directors or equivalent governing body of Parent on a fully-diluted basis (and taking into account all such securities that such person or group has the right to acquire pursuant to any option right);

(b) the passage of thirty (30) days from the date upon which any Person or two or more Persons acting in concert, other than the Permitted Holders, shall have acquired by contract or otherwise, or shall have entered into a contract or arrangement that, upon consummation thereof, will result in its or their acquisition of the power to exercise, directly or indirectly, a controlling influence over the management or policies of Parent, or control over the equity securities of Parent entitled to vote for members of the board of directors or equivalent governing body of Parent on a fully-diluted basis (and taking into account all such securities that such Person or group has the right to acquire pursuant to any option right) representing more than a majority of the combined voting power of such securities;

(c) during any period of twelve (12) consecutive months, a majority of the members of the board of directors or other equivalent governing body of Parent cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination to that board or equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body or (iii) whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body

(d) Parent fails to own and control, directly or indirectly, 100% of the Equity Interests of any other Loan Party, other than pursuant to transactions permitted under Section 6.3, or

(e) the occurrence of any "Change of Control" (or comparable term) as defined in the Term Loan Agreement.

"Chapter 11 Borrowers" has the meaning specified therefor in the recitals to this Agreement.

"Chapter 11 Cases" means the chapter 11 cases of Chapter 11 Borrowers and Chapter 11 Guarantors referred to as In re Independence Contract Drilling, Inc., et al., and jointly administered under Case No. 24-90612 (ARP), pending in the Bankruptcy Court.

"Chapter 11 Guarantors" has the meaning specified therefor in the recitals to this Agreement.

"Closing Date" means October 1, 2018.

"Collateral" means all assets and interests in assets and proceeds thereof now owned or hereafter acquired by any Loan Party in or upon which a Lien is granted by such Person in favor of Agent or Lenders under any of the Loan Documents; provided, that the definition of "Collateral" shall not include any Excluded Collateral.

"Collateral Access Agreement" means a landlord waiver, bailee letter, or acknowledgement agreement of any lessor, warehouseman, processor, consignee, or other Person in possession of, having a Lien upon, or having rights or interests in any Loan Party's books and records or Equipment, in each case, in form and substance reasonably satisfactory to Agent.

"Collateral Documents" means, collectively, each of the security agreements or other similar agreements delivered to Agent pursuant to the terms of this Agreement, and each of the other agreements, instruments or documents that creates or purports to create a Lien in favor of Agent, including the Guaranty and Security Agreement.

"Collections" means all cash, checks, notes, instruments, and other items of payment (including insurance proceeds, cash proceeds of asset sales, rental proceeds and tax refunds).

"Commitment" means, with respect to each Lender, its Commitment, and with respect to all Lenders, their Commitments, in each case as such Dollar amounts are set forth beside such Lender's name under the applicable heading on Schedule C-1 or in the Assignment and Acceptance pursuant to which such Lender became a Lender under this Agreement, as such amounts may be reduced or increased from time to time in accordance with the terms of this Agreement.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Compliance Certificate" means a certificate substantially in the form of Exhibit C-1 delivered by the chief financial officer of Lead Borrower to Agent.

"Confidential Information" has the meaning specified therefor in Section 17.9(a) of this Agreement.

"Confirmation Order" means the order, in form and substance reasonably satisfactory to the Agent, confirming the Plan of Reorganization entered by the Bankruptcy Court in the Chapter 11 Cases on [_____].

"Conforming Changes" means, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 2.12(b)(ii) and other technical, administrative or operational matters) that Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by Agent in a manner substantially consistent with market practice (or, if Agent

decides that adoption of any portion of such market practice is not administratively feasible or if Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"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" means, when used to modify a financial term, test, statement, or report of a Person, the application or preparation of such term, test, statement or report (as applicable) based upon the consolidation, in accordance with GAAP, of the financial condition or operating results of such Person and its Subsidiaries; provided, that when the term "Consolidated" is used herein in reference to the Borrowers and their Subsidiaries, the term "Consolidated" shall mean Parent and its Subsidiaries on a consolidated basis, with such consolidated numbers then determined on a combined basis, all in accordance with GAAP.

"Consolidated Interest Charges" means, for any period, the sum of (a) all interest, premium payments, debt discount, fees, charges and related expenses in connection with borrowed money (including capitalized interest) or in connection with the deferred purchase price of assets, in each case to the extent treated as interest in accordance with GAAP, including, without limitation, all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing and net costs under Hedge Agreements or agreements governing hedging obligations, but excluding any non-cash or deferred interest *plus* (b) the portion of rent expense with respect to such period under Capitalized Lease Obligations that is treated as interest in accordance with GAAP, in each case of or by the Borrowers and their Subsidiaries, all as determined on a Consolidated basis in accordance with GAAP.

"Consolidated Net Income" means, for any period, the aggregate of the net income (or loss) of the Borrowers and their Subsidiaries for such period, determined on a Consolidated basis in accordance with GAAP; provided, however, that:

(a) any net after-tax extraordinary, nonrecurring or unusual gains or non-cash losses shall be excluded;

(b) the Consolidated Net Income for such period shall not include the cumulative effect of a change in accounting principles during such period;

(c) any net after-tax gains or losses (less all fees and expenses or charges relating thereto) attributable to business dispositions or asset dispositions other than in the ordinary course of business (as determined in good faith by Parent) shall be excluded;

(d) any net after-tax gains or losses (less all fees and expenses or charges relating thereto) attributable to the early extinguishment of indebtedness shall be excluded;

(e) the Consolidated Net Income for such period of any Person that is not a Subsidiary of such Person 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 or other payments paid in cash (or to the extent converted into cash) to the referent Person or a Subsidiary thereof in respect of such period;

(f) (1) the non-cash portion of "straight-line" rent expense shall be excluded and (2) the cash portion of "straight-line" rent expense which exceeds the amount expensed in respect of such rent expense shall be included;

(g) unrealized gains and losses relating to hedging transactions and mark-to-market of Indebtedness denominated in foreign currencies resulting from the application of ASC 830 shall be excluded;

(h) the income (or loss) of any non-consolidated entity during such period in which any other Person has a joint interest shall be excluded, except to the extent of the amount of cash dividends or other distributions actually paid in cash to any of Parent or its Subsidiaries during such period; and

(i) the income (or loss) of a Subsidiary (or any asset given pro forma treatment) during such period and accrued prior to the date it becomes a Subsidiary or is merged into or consolidated with Parent or any of its Subsidiaries or that Person's assets are acquired by Parent or any of its Subsidiaries shall be excluded.

"Consolidated Non-cash Charges" means, with respect to the Parent and its Subsidiaries for any period, the aggregate depreciation, amortization, impairment, compensation, rent and other non-cash expenses of the Parent and its Subsidiaries reducing Consolidated Net Income of such Person for such period on a Consolidated basis and otherwise determined in accordance with GAAP (including non-cash charges resulting from purchase accounting in connection with any Acquisition or Disposition that is consummated after the Restatement Effective Date), but excluding (a) any such charge which consists of or requires an accrual of, or cash reserve for, anticipated cash charges for any future period and (b) the non-cash impact of recording the change in fair value of any embedded derivatives under ASC 815 and related interpretations as a result of the terms of any agreement or instrument to which such Consolidated Non-cash Charges relate.

"Consolidated Taxes" means, with respect to the Parent and its Subsidiaries on a Consolidated basis for any period, provision for taxes based on income, profits or capital, including, without limitation, state franchise and similar taxes.

"Control Agreement" means any control agreement, in form and substance reasonably satisfactory to Agent, executed and delivered by any Loan Party, Agent, and the applicable securities intermediary (with respect to a Securities Account) or bank (with respect to a Deposit Account) or its equivalent in any jurisdiction.

"Copyright Security Agreement" has the meaning specified therefor in the Guaranty and Security Agreement.

"Covenant Testing Period" means a period (a) commencing on the last day of the fiscal month of Loan Parties most recently ended prior to a Covenant Trigger Event for which Loan Parties are required to deliver to Agent monthly financial statements pursuant to Schedule 5.1 to this Agreement, and (b) continuing through and including the first day after such Covenant Trigger Event that Excess Availability has equaled or exceeded 10% of the Maximum Credit for 30 consecutive calendar days.

"Covenant Trigger Event" means if at any time Excess Availability is less than 10% of the Maximum Credit.

"Covered Entity" means any of the following:

(a) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Covered Party" has the meaning specified therefor in Section 17.20 of this Agreement.

"Cure Amount" has the meaning specified therefor in Section 7.2(a) of this Agreement.

"Cure Right" has the meaning specified therefor in Section 7.2(a) of this Agreement.

"Daily Balance" means, as of any date of determination and with respect to any Obligation, the amount of such Obligation owed at the end of such day.

"Default" means an event, condition, or default that, with the giving of notice, the passage of time, or both, would be an Event of Default.

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"Defaulting Lender" means any Lender that (a) has failed to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies Agent and Lead Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable Default or Event of Default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to Agent, Issuing Bank, or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit) within two (2) Business Days of the date when due, (b) has notified any Borrower, Agent or Issuing Bank in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable Default or Event of Default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by Agent or Lead Borrower, to confirm in writing to Agent and Lead Borrower that it will comply with its prospective funding obligations hereunder (provided, that, such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by Agent and Lead Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of any Insolvency Proceeding, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity, or (iii) become the subject of a Bail-in Action; provided, that, a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to Lead Borrower, Issuing Bank, and each Lender.

"Defaulting Lender Rate" means (a) for the first three (3) days from and after the date the relevant payment is due, the Base Rate, and (b) thereafter, the interest rate then applicable to Revolving Loans that are Base Rate Loans (inclusive of the Base Rate Margin applicable thereto).

"Deposit Account" means (a) any deposit account (as that term is defined in the UCC), and (b) with respect to any Deposit Account located outside of the United States, any bank account with a deposit function.

"Designated Account" means the Deposit Account of Lead Borrower identified on Schedule D-1 to this Agreement (or such other Deposit Account of Lead Borrower located at Designated Account Bank that has been designated as such, in writing, by Lead Borrower to Agent).

"Designated Account Bank" has the meaning specified therefor in Schedule D-1 to this Agreement (or such other bank that is located within the United States that has been designated as such, in writing, by Lead Borrower to Agent).

"Dilution" means, as of any date of determination, a percentage, based upon the experience of the immediately prior three (3) months, that is the result of dividing the Dollar amount of (a) bad debt write-downs, discounts, advertising allowances, credits, or other dilutive items with respect to Borrowers' Accounts during such period, by (b) Borrowers' billings with respect to Accounts during such period.

"Dilution Reserve" means, as of any date of determination, an amount sufficient to reduce the advance rate against Eligible Accounts by the extent to which Dilution is in excess of 5%.

"Disposition" or "Dispose" means the sale, transfer, assignment, exclusive license, lease or other disposition (including any sale and leaseback transaction) (whether in one transaction or in a series of transactions) of any property by any Person, including (a) any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith and (b) any sale, transfer, assignment, or other disposition of any Equity Interests of another Person, but, for the avoidance of doubt, not the issuance by such Person of its Equity Interests.

"Disqualified Equity Interests" means any Equity Interests that, by their terms (or by the terms of any security or other Equity Interests into which they are convertible or for which they are exchangeable), or upon the happening of any event or condition (a) matures or are mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Commitments), (b) are redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests), in whole or in part, (c) provide for the scheduled payments of dividends in cash, or (d) are or become convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is 180 days after the Maturity Date.

"Disqualified Lender" means (a) those banks, financial institutions and other institutional lenders and investors that have been separately identified in writing by Parent to Agent by email transmission prior to the Closing Date, (b) those companies that are competitors of a Loan Party that are separately identified in writing by Administrative Borrower to Agent by email transmission prior to the Closing Date and, with the reasonable consent of Agent, from time to time, after the Closing Date, and (c) in the case of each of clauses (a) and (b), any of their Affiliates that are identified in writing by Administrative Borrower to Agent by email transmission prior to the Closing Date and, with the reasonable consent of Agent, from time to time, after the Closing Date. The identification of any Person as a Disqualified Lender after the Closing

Date shall be effective only as of the time of such identification and any such identification shall have no retroactive effect of any kind, including to disqualify any Person that theretofore shall have become a Lender. Notwithstanding the foregoing, each Loan Party and the Lenders acknowledge and agree that Agent will not have any responsibility or obligation of any kind to determine whether any Lender or potential Lender is a Disqualified Lender and Agent will have no liability with respect to any assignment made to a Disqualified Lender. Parent shall confirm, upon the written request of Agent or any Lender, whether a particular Person is a Disqualified Lender.

"Document" means a document (as that term is defined in the UCC).

"Dollars" or "$" means United States dollars.

"Domestic Subsidiary" means any Subsidiary of Parent that is organized under the laws of any political subdivision of the United States.

"DQ List" has the meaning specified therefor in Section 13.1(i).

"Drawing Document" means any Letter of Credit or other document presented for purposes of drawing under any Letter of Credit, including by electronic transmission such as SWIFT, electronic mail, facsimile or computer-generated communication.

"Earn-Outs" means unsecured liabilities of a Loan Party arising under an agreement to make any deferred payment as a part of the Purchase Price for a Permitted Acquisition, including performance bonuses or consulting payments in any related services, employment or similar agreement, in an amount that is subject to or contingent upon the revenues, income, cash flow or profits (or the like) of the target of such Permitted Acquisition.

"EBITDA" means, with respect to any fiscal period and with respect to Parent and its Subsidiaries determined, in each case, on a consolidated basis in accordance with GAAP:

(a) Consolidated Net Income, *plus*

(b) without duplication and to the extent deducted in determining such Consolidated Net Income for such period (other than with respect to clause (ix) below), each of the following items:

(i) income tax expense, net of tax refunds,

(ii) Consolidated Interest Charges,

(iii) Consolidated Non-cash Charges,

(iv) the amount of costs, expenses and fees paid to third parties during such period in connection with the transactions contemplated hereby to occur on the Restatement Effective Date and post-closing matters related thereto in an aggregate amount, during the term of this Agreement, not to exceed $10,000,000,

(v) any premiums, expenses or charges (other than Consolidated Non-cash Charges) related to any issuance or sale of Equity Interests, Investment, Acquisition, Disposition or recapitalization permitted to be made hereunder (whether consummated or not),

(vi) any non-cash costs or expense incurred pursuant to any management equity plan or stock option plan or other management or employee benefit plan or agreement or any stock subscription or shareholder agreement,

(vii) the amount of any minority interest expense consisting of income of a Subsidiary attributable to minority equity interests of third parties in any non-wholly owned Subsidiary, net of any cash distributions made to such third parties in such period,

(viii) any net after-tax extraordinary, nonrecurring or unusual losses (including cash severance costs); provided that, solely with respect to cash losses added back pursuant to this clause (viii), Borrowers shall deliver to the Lenders supporting documentation reasonably satisfactory to the Required Lenders in respect of such cash losses,

(ix) proceeds of business interruption insurance received in cash during such period, to the extent not already included in Consolidated Net Income,

(x) any fees, expenses and other transaction costs (whether or not such transactions were consummated) which are incurred through [●] in connection with fresh start accounting, the Chapter 11 Cases, the Plan of Reorganization, the transactions contemplated thereby and any other reorganization items and restructuring costs, and

(xi) charges, losses or expenses to the extent indemnified, insured or reimbursed by a third party not an affiliate of a Loan Party to the extent such indemnification, insurance or reimbursement is actually received in cash for such period, *minus*

(c) without duplication, (i) any net after-tax extraordinary, non-recurring or unusual gains and any non-cash income or gain increasing Consolidated Net Income for such period, excluding any such items to the extent they represent (1) the reversal in such period of an accrual of, or reserve for, potential cash expense in a prior period, (2) any non-cash gains with respect to cash actually received in a prior period to the extent such cash did not increase Consolidated Net Income in a prior period or (3) items representing ordinary course accruals of cash to be received in future periods; *plus* (ii) any net gain from discontinued operations or net gains from the disposal of discontinued operations to the extent increasing Consolidated Net Income.

For the purposes of calculating EBITDA for any period of twelve consecutive months (each, a "Reference Period"), if at any time during such Reference Period (and on or after the Restatement Effective Date), any Loan Party or any of its Subsidiaries shall have made a Permitted Acquisition or a Disposition permitted hereunder, EBITDA for such Reference Period shall be calculated after giving pro forma effect thereto as if any such Permitted Acquisition or Disposition (and any increase or decrease in the component financial definitions used in the calculation of EBITDA attributable to any Permitted Acquisition or Disposition) occurred on the first day of such Reference Period.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA 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.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Eligible Accounts" means those Accounts created by a Borrower in the ordinary course of its business, that arise out of such Borrower's rendition of services, that comply with each of the representations and warranties respecting Eligible Accounts made in the Loan Documents, and that are not excluded as ineligible by virtue of one or more of the excluding criteria set forth below; provided, that such criteria may be revised from time to time by Agent in Agent's Permitted Discretion to address the results of any information with respect to the Borrowers' business or assets of which Agent becomes aware, including any field examination performed by or received by Agent from time to time. In determining the amount to be included, Eligible Accounts shall be calculated net of customer deposits, unapplied cash, taxes, finance charges, service charges, discounts, credits, allowances, and rebates. Eligible Accounts shall not include the following:

(a) (i) Accounts that the Account Debtor has failed to pay within 60 days of due date not to exceed 90 days of invoice date and (ii) up to $500,000 of Accounts that the Account Debtor has failed to pay within 60 days of the due date not to exceed 120 days of invoice date,

(b) Accounts owed by an Account Debtor (or its Affiliates) where 50% or more of all Accounts owed by that Account Debtor (or its Affiliates) are deemed ineligible under clause (a) above,

(c) Accounts with selling terms of more than 90 days,

(d) Accounts with respect to which the Account Debtor is an Affiliate of any Borrower or an employee or agent of any Borrower or any Affiliate of any Borrower,

(e) Accounts (i) arising in a transaction wherein goods are placed on consignment or are sold pursuant to a guaranteed sale, a sale or return, a sale on approval, a bill and hold, or any other terms by reason of which the payment by the Account Debtor may be conditional, or (ii) with respect to which the payment terms are "C.O.D.", cash on delivery or other similar terms,

(f) Accounts that are not payable in Dollars,

(g) Accounts with respect to which the Account Debtor either (i) does not maintain its chief executive office in the United States or Canada, or (ii) is not organized under the laws of the United States or Canada or any state or province thereof, or (iii) is the government of any foreign country or sovereign state, or of any state, province, municipality, or other political subdivision thereof, or of any department, agency, public corporation, or other instrumentality thereof, unless (A) the Account is supported by an irrevocable letter of credit reasonably satisfactory to Agent (as to form, substance, and issuer or domestic confirming bank) that has been delivered to Agent and, if requested by Agent, is directly drawable by Agent, or (B) the Account is covered by credit insurance in form, substance, and amount, and by an insurer, reasonably satisfactory to Agent,

(h) Accounts with respect to which the Account Debtor is either (i) the United States or any department, agency, or instrumentality of the United States (exclusive, however, of Accounts with respect to which Borrowers have complied, to the reasonable satisfaction of Lender, with the Assignment of Claims Act, 31 USC §3727), or (ii) any state of the United States or any other Governmental Authority,

(i) Accounts with respect to which the Account Debtor is a creditor of a Borrower, has or has asserted a right of recoupment or setoff, or has disputed its obligation to pay all or any portion of the Account, solely to the extent of such claim, right of recoupment or setoff, or dispute,

(j) (1) Accounts with respect to an Account Debtor (other than as set forth in clause (j)(2) below) whose Eligible Accounts owing to Borrowers exceed 15% (such percentage, as applied to a particular Account Debtor, being subject to reduction by Agent in its Permitted Discretion if the creditworthiness of such Account Debtor deteriorates) of all Eligible Accounts, solely to the extent of the obligations owing by such Account Debtor in excess of such percentage and (2) Accounts with respect to DiamondBack E&P, LLC, whose Eligible Accounts owing to Borrowers exceed 25% (such percentage, as applied to such Account Debtor, being subject to reduction by Agent in its Permitted Discretion if the creditworthiness of such Account Debtor deteriorates) of all Eligible Accounts, solely to the extent of the obligations owing by such Account Debtor in excess of such percentage; provided, that in each case, the amount of Eligible Accounts that are excluded because they exceed the foregoing percentage shall be determined by Agent based on all of the otherwise Eligible Accounts prior to giving effect to any eliminations based upon the foregoing concentration limit,

(k) Accounts with respect to which the Account Debtor is subject to an Insolvency Proceeding, is not Solvent, has gone out of business, or as to which any Borrower has received notice of an imminent Insolvency Proceeding or a material impairment of the financial condition of such Account Debtor,

(l) Accounts, the collection of which, Agent, in its Permitted Discretion, believes to be doubtful, including by reason of the Account Debtor's financial condition,

(m) Accounts that are not subject to a valid and perfected first priority Agent's Lien,

(n) Accounts (i) with respect to unearned or deferred revenue for which services have not yet been completed or (ii) with respect to which the services giving rise to such Account have not been performed and billed to the Account Debtor,

(o) Accounts with respect to which the Account Debtor is a Sanctioned Person or Sanctioned Entity,

(p) Accounts (i) that represent the right to receive progress payments or other advance billings that are due prior to the completion of performance by the applicable Borrower of the subject contract for goods or services, or (ii) that represent credit card sales,

(q) Accounts owned by a target acquired in connection with a Permitted Acquisition, or a Person that is joined to this Agreement as a Borrower pursuant to the provisions of this Agreement or Accounts owned by Parent, in each case, until the completion of a field examination with respect to such Accounts, the results of which are, in each case, satisfactory to Agent in its Permitted Discretion; or

(r) Accounts arising out of the sale of any Goods.

"Eligible Transferee" means (a) a commercial bank organized under the laws of the United States, or any state thereof, and having total assets in excess of $1,000,000,000, (b) a commercial bank organized under the laws of any other country which is a member of the Organization for Economic Cooperation and Development or a political subdivision of any such country and which has total assets in excess of $1,000,000,000, provided that such bank is acting through a branch or agency located in the United States, (c) a finance company, insurance company, or other financial institution or fund that is engaged in making, purchasing, or otherwise investing in commercial loans in the ordinary course of its business and having

(together with its Affiliates) total assets in excess of $1,000,000,000, (d) any Affiliate (other than individuals) of a pre-existing Lender, (e) so long as no Event of Default has occurred and is continuing, any other Person approved by Agent and Borrower (such approval by Borrower not to be unreasonably withheld, conditioned or delayed), and (f) during the continuation of an Event of Default, any other Person approved by Agent; provided, that, no Disqualified Lender shall qualify as an Eligible Transferee.

"Environmental Action" means any written complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter, or other written communication from any Governmental Authority, or any third party involving violations of Environmental Laws or releases of Hazardous Materials (a) from any assets, properties, or businesses of any Loan Party, or any of their predecessors in interest, (b) from adjoining properties or businesses, or (c) from or onto any facilities which received Hazardous Materials generated by any Loan Party, or any of their predecessors in interest.

"Environmental Law" means any applicable federal, state, provincial, foreign or local statute, law, rule, regulation, ordinance, code, binding and enforceable guideline, binding and enforceable written policy, or rule of common law now or hereafter in effect and in each case as amended, or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, in each case, to the extent binding on any Loan Party, relating to the environment, the effect of the environment on employee health, or Hazardous Materials, in each case as amended from time to time.

"Environmental Liabilities" means all liabilities, monetary obligations, losses, damages, costs and expenses (including all reasonable fees, disbursements and expenses of counsel, experts, or consultants, and costs of investigation and feasibility studies), fines, penalties, sanctions, and interest incurred as a result of any claim or demand, or Remedial Action required, by any Governmental Authority or any third party, and which relate to any Environmental Action.

"Environmental Lien" means any Lien in favor of any Governmental Authority for Environmental Liabilities.

"Equipment" means equipment (as that term is defined in the UCC).

"Equity Interests" means, with respect to a Person, all of the shares, options, warrants, interests, participations, or other equivalents (regardless of how designated) of or in such Person, whether voting or nonvoting, including capital stock (or other ownership or profit interests or units), preferred stock, or any other "equity security" (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the SEC under the Exchange Act).

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

"ERISA Affiliate" means (a) any Person subject to ERISA that is treated as a single employer with any Loan Party or its Subsidiaries under IRC Section 414(b), (b) any trade or business subject to ERISA that is treated as a single employer with any Loan Party or its Subsidiaries under IRC Section 414(c), (c) solely for purposes of Section 302 of ERISA and Section 412 of the IRC, any organization subject to ERISA that is a member of an affiliated service group of which any Loan Party or any of its Subsidiaries is a member under IRC Section 414(m), or (d) solely for purposes of Section 302 of ERISA and Section 412 of the IRC, any Person subject to ERISA that is treated as a single employer with any Loan Party or its Subsidiaries under IRC Section 414(o).

"ERISA Event" means (a) any Reportable Event as defined in Section 4043(c) of ERISA or the regulations issued thereunder with respect to a Pension Plan, other than those events as to which the 30-day notice period has been waived; (b) a withdrawal by a Loan Party or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations by any Loan Party or any ERISA Affiliate that is treated as such a withdrawal from a Pension Plan under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by a Loan Party or any ERISA Affiliate from a Multiemployer Plan; (d) the filing of a notice of intent to terminate any Pension Plan, other than in a standard termination pursuant to Section 4041(b) of ERISA, or the treatment of a Multiemployer Plan amendment as a termination under Section 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; (f) with respect to a Pension Plan, the failure to satisfy the minimum funding standard of IRC Section 412 or Section 302 of ERISA, whether or not waived; (g) the failure of any Loan Party or any ERISA Affiliate to make any required contribution to a Multiemployer Plan; (h) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon a Loan Party or any ERISA Affiliate; or (i) the imposition of a Lien upon the property or any Loan Party or any ERISA Affiliate pursuant to the IRC or ERISA with respect to any Pension Plan, including pursuant to Section 430(k) of the IRC.

"Erroneous Payment" has the meaning specified therefor in Section 17.21 of this Agreement.

"Erroneous Payment Deficiency Assignment" has the meaning specified therefor in Section 17.21 of this Agreement.

"Erroneous Payment Impacted Loans" has the meaning specified therefor in Section 17.21 of this Agreement.

"Erroneous Payment Return Deficiency" has the meaning specified therefor in Section 17.21 of this Agreement.

"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 specified therefor in Article 8 of this Agreement.

"Excess Availability" means at any time, the amount equal to (a) the lesser of the Borrowing Base or the Maximum Credit minus (b) the Revolver Usage.

"Exchange Act" means the Securities Exchange Act of 1934, as in effect from time to time.

"Excluded Accounts" has the meaning specified thereafter in the Guaranty and Security Agreement.

"Excluded Collateral" means the following, except to the extent that any of the following may be collateral for obligations under the Term Loan Agreement: (a) shares of any Subsidiary that is a "CFC" in excess of sixty-five percent of all of the issued and outstanding shares of Equity Interests of such Subsidiary entitled to vote (within the meaning of Treasury Regulation Section 1.956-2) to secure the Obligations if a pledge of a greater percentage would result in material adverse tax consequences to Parent or any other Loan Party, (b) motor vehicles or other assets subject to a certificate of title statute, letter of credit rights (other than to the extent such rights can be perfected by filing a UCC-1) and commercial tort claims with a

value less than $150,000, (c) leasehold interests in Real Property, (d) Excluded Accounts, (e) any rights or interests in any contract, agreement, lease, permit, license, charter or license agreement, as such, if under the terms of such contract, agreement, lease, permit, license, charter or license agreement covering real or personal property, or applicable law with respect thereto, the valid grant of a Lien thereon to Agent would constitute or result in a breach, termination or default under such contract, agreement, lease, permit, license, charter or license agreement and such breach, termination or default has not been or is not waived or the consent of the other party to such contract, agreement, lease, permit, license, charter or license agreement has not been or is not otherwise obtained or under applicable law such prohibition cannot be waived; provided, that, the foregoing exclusion shall in no way be construed (i) to apply if any such prohibition is unenforceable under Sections 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other applicable law or (ii) so as to limit, impair or otherwise affect Agent's unconditional continuing liens on any rights or interests of a Loan Party in or to monies due or to become due under any such contract, lease, permit, license, charter or license agreement, (f) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a lien thereon would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, that, upon submission and acceptance by the U.S. Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a), such intent-to-use trademark application shall be considered Collateral. Proceeds of Excluded Collateral shall be deemed Collateral, and (g) any property as to which Agent agrees (in consultation with the Borrowers) that the costs of obtaining a security interest in, or Lien on, such property, or perfection thereof, are excessive in relation to the value to the Lender Group and the Bank Product Providers of the security interest to be afforded thereby. Notwithstanding the foregoing, any and all proceeds of Excluded Collateral, to the extent that the proceeds are not themselves Excluded Collateral, shall be Collateral.

"Excluded Domestic Holdco" means a Domestic Subsidiary substantially all of the assets of which (whether held directly or indirectly) consist of Equity Interests of one or more Foreign Subsidiaries.

"Excluded Subsidiary" means any Subsidiary that is (a) a Foreign Subsidiary, (b) a direct or indirect Subsidiary of a Foreign Subsidiary or an Excluded Domestic Holdco; (c) an Excluded Domestic Holdco, (d) a captive insurance company; (e) a not-for-profit Subsidiary; (f) a Domestic Subsidiary that is a disregarded entity for U.S. federal income tax purposes and that owns Equity Interests of a Foreign Subsidiary; (g) prohibited or restricted by organizational documents or any contract existing on (but not incurred in anticipation of) the Restatement Effective Date (or if such Subsidiary is acquired after the Restatement Effective Date, on the date of such acquisition (so long as such prohibition did not arise as part of, or in anticipation of, such acquisition)) or applicable law (including any requirement to obtain the consent of a Governmental Authority) or third party consent that has not been obtained) from guaranteeing or granting Liens to secure the Obligations, (h) a Subsidiary of any of the foregoing Subsidiaries (to the extent such Subsidiary satisfies the exceptions described in any of the foregoing clauses (a) through (g)), and (i) any Subsidiary with respect to which, in the reasonable good faith judgment of the Parent and the Agent, the burden or cost (including any adverse tax consequences) of providing the guaranty shall outweigh the benefits to be obtained by the Lenders therefrom; provided that, notwithstanding the foregoing, no Subsidiary that guarantees or otherwise becomes liable at any time, whether as a borrower or an additional or co-borrower or otherwise, for or in respect of any Indebtedness under the Term Loan Agreement shall be an Excluded Subsidiary.

"Excluded Swap Obligation" means, with respect to any Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the guaranty of such Loan Party of, or the grant by such Loan Party of a security interest to secure, such Swap Obligation (or any guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the

regulations thereunder at the time the guaranty of such Loan Party or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guaranty or security interest is or becomes illegal.

"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 the Borrower pursuant to Section 14.2) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 16, 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 16.6, and (d) any U.S. federal withholding Taxes imposed under FATCA.

"Existing Credit Agreement" has the meaning specified in the recitals hereto.

"Existing Loan Documents" shall mean, collectively, the Existing Credit Agreement and all notes, guarantees, security agreements, hypothecs, mortgages, deposit account control agreements, investment property control agreements, intercreditor agreements and all other agreements, documents and instruments now or at any time hereafter executed and/or delivered by any Loan Party in connection therewith; provided, that, the Existing Loan Documents shall not include any Hedge Agreements or any forms or applications related to Letters of Credit.

"Existing Letters of Credit" means, collectively, the letters of credit set forth on Schedule 2.11.

"FATCA" means Sections 1471 through 1474 of the IRC, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), and (a) any current or future regulations or official interpretations thereof, (b) any agreements entered into pursuant to Section 1471(b)(1) of the IRC (or any amended or successor version described above), and (c) any intergovernmental agreement entered into by the United States (or any fiscal or regulatory legislation, rules, or practices adopted pursuant to any such intergovernmental agreement entered into in connection therewith) and a foreign government or one or more agencies thereof to implement the foregoing and any fiscal or regulatory legislation, rules or official practices adopted pursuant to such published intergovernmental agreement, treaty or convention.

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

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal to, for each day during such period, the weighted average 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 which is a Business Day, the average of the quotations for such day on such transactions received by Agent from three Federal funds brokers of recognized standing selected by it (and, if any such rate is below zero, then the rate determined pursuant to this definition shall be deemed to be zero).

"Fee Letter" means that certain fee letter, dated as of the Restatement Effective Date, between Parent and the Agent.

"Final Financing Order" means an order, which is in form and substance satisfactory to Agent, that is a Final Order entered in the Chapter 11 Cases after notice and a final hearing pursuant to Rule 4001(c) of the Federal Rules of Bankruptcy Procedure and applicable local rules, together with all exceptions, modifications amendments thereto as approved by Agent.

"Final Order" means an order or judgment of the Bankruptcy Court duly entered on the docket of the Bankruptcy Court that (a) has not been modified or amended without the consent of Agent and Lenders, or vacated, reversed, revoked, rescinded, stayed or appealed from, except as Agent and Lenders may otherwise specifically agree, (b) with respect to which the time to appeal, petition for certiorari, application or motion for reversal, rehearing, reargument, stay, or modification has expired, (c) with respect to which no petition, application or motion for reversal, rehearing, reargument, stay or modification thereof or for a writ of certiorari with respect thereto has been filed or granted or the order or judgment of the Bankruptcy Court has been affirmed by the highest court to which the order or judgment was appealed and (d) is no longer subject to any or further appeal or petition, application or motion for reversal, rehearing, reargument, stay or modification thereof or for any writ of certiorari with respect thereto or further judicial review in any form.

"Fixed Charge Coverage Ratio" means, with respect to any fiscal period and with respect to Parent and its Subsidiaries determined on a consolidated basis in accordance with GAAP, the ratio of (a) EBITDA for the twelve month period ending on such date, *minus* Unfinanced Capital Expenditures made (to the extent not already incurred in a prior period) or incurred during the twelve month period ending on such date, *minus* Consolidated Taxes paid in cash during the twelve (12) month period ending on such date, to (b) Fixed Charges for the twelve (12) month period ending on such date.

"Fixed Charges" means, with respect to any fiscal period and with respect to Parent and its Subsidiaries determined on a Consolidated basis in accordance with GAAP, the sum, without duplication, of (a) Consolidated Interest Charges required to be paid (other than interest paid-in-kind, amortization of financing fees, and other non-cash Consolidated Interest Charges) during such period, plus (b) scheduled principal payments in respect of Indebtedness that are required to be paid during such period, plus (c) all amounts paid with respect to Earn-Outs during such period, plus (d) solely for purposes of calculating the Fixed Charge Coverage Ratio as used in clause (b) of the definition of Payment Conditions, all Restricted Payments (whether in cash or other property, other than common Equity Interests) during such period.

"Floor" means a rate of interest equal to 0%.

"Flow of Funds Agreement" means a pay proceeds letter, dated as of even date with this Agreement, in form and substance reasonably satisfactory to Agent, executed and delivered by Borrowers and Agent.

"Foreign Subsidiary" means any Subsidiary other than a Domestic Subsidiary.

"Fronting Fee" has the meaning specified therefor in Section 2.11(k) of this Agreement.

"Funding Date" means the date on which a Borrowing occurs.

"Funding Losses" has the meaning specified therefor in Section 2.12(c)(iii) of this Agreement.

"GAAP" means generally accepted accounting principles as in effect from time to time in the United States, consistently applied.

"General Intangible" means a general intangible (as that term is defined in the UCC).

"Goods" means goods (as that term is defined in the UCC).

"Governing Documents" means, with respect to any Person, the certificate or articles of incorporation or association, memorandum of association, by-laws, or other organizational documents of such Person.

"Governmental Authority" means the government of any nation or any political subdivision thereof, whether at the national, state, territorial, provincial, county, municipal or any other level, 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 (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantor" means (a) each Person that guaranties all or a portion of the Obligations, including any Person that is a "Guarantor" under the Guaranty and Security Agreement, and (b) each other Person that becomes a guarantor after the Closing Date pursuant to Section 5.11 of this Agreement, provided, that, "Guarantor" shall not include any Excluded Subsidiary.

"Guaranty and Security Agreement" means the Amended and Restated Guaranty and Security Agreement, dated as of even date with this Agreement, in form and substance reasonably satisfactory to Agent, executed and delivered by each of the Loan Parties to Agent.

"Hazardous Materials" means (a) substances that are defined or listed in, or otherwise classified pursuant to, any applicable laws or regulations as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, reproductive toxicity, or "EP toxicity", (b) oil, petroleum, or petroleum derived substances, natural gas, natural gas liquids, synthetic gas, drilling fluids, produced waters, and other wastes associated with the exploration, development, or production of crude oil, natural gas, or geothermal resources, (c) any flammable substances or explosives or any radioactive materials, and (d) asbestos in any form or electrical equipment that contains any oil or dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million.

"Hedge Agreement" means a "swap agreement" as that term is defined in Section 101(53B)(A) of the Bankruptcy Code.

"Hedge Obligations" means any and all obligations or liabilities, whether absolute or contingent, due or to become due, now existing or hereafter arising, of Loan Parties arising under, owing pursuant to, or existing in respect of Hedge Agreements entered into with one or more of the Hedge Providers; provided that, anything to the contrary contained in the foregoing notwithstanding, the Hedge Obligations shall exclude any Excluded Swap Obligation.

"Hedge Provider" means Wells Fargo or any of its Affiliates.

"Increased Reporting Event" means if at any time Excess Availability is less than 12.5% of the Maximum Credit.

"Increased Reporting Period" means the period commencing upon the occurrence of an Increased Reporting Event and continuing until the first day after such Increased Reporting Event that Excess

Availability equals or exceeds 12.5% of the Maximum Credit; provided that, if Excess Availability is equal to or greater than 12.5% of the Maximum Credit for at least thirty (30) consecutive days after such Increased Reporting Event, the Increased Reporting Event shall no longer be deemed to exist or be continuing until such time as Excess Availability may again be less than 12.5% of the Maximum Credit.

"Indebtedness" as to any Person means (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes, or other similar instruments and all reimbursement or other obligations in respect of letters of credit, bankers acceptances, or other financial products, (c) all obligations of such Person as a lessee under Capital Leases, (d) all obligations or liabilities of others secured by a Lien on any asset of such Person, irrespective of whether such obligation or liability is assumed, (e) all obligations of such Person to pay the deferred purchase price of assets (other than trade payables incurred in the ordinary course of business and repayable in accordance with customary trade practices and, for the avoidance of doubt, other than royalty payments payable in the ordinary course of business in respect of non-exclusive licenses) and any Earn-Out or similar obligations to the extent required to be recognized as a liability on the balance sheet of such Person under GAAP, (f) all monetary obligations of such Person owing under Hedge Agreements (which amount shall be calculated based on the amount that would be payable by such Person if the Hedge Agreement were terminated on the date of determination), (g) any Disqualified Equity Interests of such Person, and (h) any obligation of such Person guaranteeing or intended to guarantee (whether directly or indirectly guaranteed, endorsed, co-made, discounted, or sold with recourse) any obligation of any other Person that constitutes Indebtedness under any of clauses (a) through (g) above. For purposes of this definition, (i) the amount of any Indebtedness represented by a guaranty or other similar instrument shall be the lesser of the principal amount of the obligations guaranteed and still outstanding and the maximum amount for which the guaranteeing Person may be liable pursuant to the terms of the instrument embodying such Indebtedness, and (ii) the amount of any Indebtedness which is limited or is non-recourse to a Person or for which recourse is limited to an identified asset shall be valued at the lesser of (A) if applicable, the limited amount of such obligations, and (B) if applicable, the fair market value of such assets securing such obligation.

"Indemnified Liabilities" has the meaning specified therefor in Section 10.3 of this Agreement.

"Indemnified Person" has the meaning specified therefor in Section 10.3 of this Agreement.

"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, any Loan Party under any Loan Document, and (b) to the extent not otherwise described in the foregoing clause (a), Other Taxes.

"Insolvency Laws" means, collectively, the Bankruptcy Code, and any other applicable state, provincial, territorial or federal bankruptcy or insolvency laws, each as now and hereafter in effect, any successors to such statutes and any other applicable insolvency or other similar law of any jurisdiction, including any law of any jurisdiction permitting a debtor to obtain a stay or a compromise of the claims of its creditors against it and including any rules and regulations pursuant thereto.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other state or federal bankruptcy or Insolvency Law, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

"Intercreditor Agreement" means the Amended and Restated Intercreditor Agreement, dated as of Restatement Effective Date, among Agent and Term Loan Agent, as amended, restated or modified from time to time in accordance with its terms.

"Interest Expense" means, for any period, the aggregate of the interest expense of Parent and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP.

"Interest Period" means, with respect to any SOFR Loan, a period commencing on the date of the making of such SOFR Loan (or the continuation of a SOFR Loan or the conversion of a Base Rate Loan to a SOFR Loan) and ending one (1) or three (3) months thereafter; provided, that (a) interest shall accrue at the applicable rate based upon Term SOFR from and including the first day of each Interest Period to, but excluding, the day on which any Interest Period expires, (b) any Interest Period that would end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day, (c) with respect to an Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period), the Interest Period shall end on the last Business Day of the calendar month that is one (1) or three (3) months after the date on which the Interest Period began, as applicable, (d) Borrowers may not elect an Interest Period which will end after the Maturity Date and (e) no tenor that has been removed from this definition pursuant to Section 2.12(d)(iii)(D) shall be available for specification in any SOFR Notice or conversion or continuation notice.

"Inventory" means inventory (as that term is defined in the UCC).

"Investment" means, with respect to any Person, any investment by such Person in any other Person (including Affiliates) in the form of loans, guarantees, advances, capital contributions (excluding (a) commission, travel, and similar advances to officers and employees of such Person made in the ordinary course of business, and (b) *bona fide* accounts receivable arising in the ordinary course of business), or acquisitions of Indebtedness, Equity Interests, or all or substantially all of the assets of such other Person (or of any division or business line of such other Person), and any other items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. The amount of any Investment shall be the original cost of such Investment *plus* the cost of all additions thereto, without any adjustment for increases or decreases in value, or write-ups, write-downs, or write-offs with respect to such Investment.

"IRC" means the Internal Revenue Code of 1986, as in effect from time to time.

"ISP" means, with respect to any Letter of Credit, the International Standby Practices 1998 (International Chamber of Commerce Publication No. 590) and any version or revision thereof accepted by the Issuing Bank for use.

"Issuer Document" means, with respect to any Letter of Credit, a letter of credit application, a letter of credit agreement, or any other document, agreement or instrument entered into (or to be entered into) by a Borrower in favor of Issuing Bank and relating to such Letter of Credit.

"Issuing Bank" means Wells Fargo.

"Joinder" means a joinder agreement substantially in the form of Exhibit J-1 to this Agreement.

"Judgment Currency" has the meaning specified therefor in Section 17.15 of this Agreement.

"Landlord Reserve" means, as to each location at which a Borrower has books and records located and as to which a Collateral Access Agreement has not been received by Agent, a reserve in an amount equal to 3 months' rent, storage charges, fees or other amounts under the lease or other applicable agreement relative to such location or, if greater and Agent so elects in its Permitted Discretion, the number of months' rent, storage charges, fees or other amounts for which the landlord or other property owner will have, under

applicable law, a Lien to secure the payment of such amounts under the lease or other applicable agreement relative to such location.

"Lender" has the meaning set forth in the preamble to this Agreement, shall include Issuing Bank, and shall also include any other Person made a party to this Agreement pursuant to the provisions of Section 13.1 of this Agreement and "Lenders" means each of Lenders or any one or more of them.

"Lender Group" means each of the Lenders (including Issuing Bank) and Agent or any one or more of them (as the context requires).

"Lender Group Expenses" means all (a) costs or expenses (including taxes, and insurance premiums) required to be paid by any Loan Party under any of the Loan Documents that are paid, advanced, or incurred by any of the Lender Group, (b) documented out-of-pocket fees or charges paid or incurred by Agent in connection with the Lender Group's transactions with any Loan Party under any of the Loan Documents, including, fees or charges for photocopying, notarization, couriers and messengers, telecommunication, public record searches (including tax lien, corporate, bankruptcy, litigation, UCC searches and including searches with the patent and trademark office, the copyright office, or the department of motor vehicles), filing, recording, publication, real estate surveys, real estate title policies and endorsements, and environmental audits, (c) Agent's customary fees and charges imposed or incurred in connection with any background checks or OFAC/PEP searches related to any Loan Party or its Affiliates, (d) Agent's customary fees and charges (as adjusted from time to time) with respect to the disbursement of funds (or the receipt of funds) to or for the account of any Borrower (whether by wire transfer or otherwise), together with any documented out-of-pocket costs and expenses incurred in connection therewith, (e) customary charges imposed or incurred by Agent resulting from the dishonor of checks payable by or to any Loan Party, (f) reasonable and documented out-of-pocket costs and expenses paid or incurred by any of the Lender Group to correct any default or enforce any provision of the Loan Documents, or during the continuance of an Event of Default, in gaining possession of, maintaining, handling, preserving, storing, shipping, selling, preparing for sale, or advertising to sell the Collateral, or any portion thereof, irrespective of whether a sale is consummated, (g) subject to Section 5.7(c), field examination fees and expenses (including travel, meals, and lodging) of Agent related to any field examinations or inspections to the extent of the fees and charges (and up to the amount of any limitation) contained in this Agreement or the Fee Letter, (h) reasonable documented costs and out-of-pocket expenses (including reasonable and documented attorneys' fees and expenses) related to third party claims or any other suit or adverse proceeding paid or incurred by any of the Lender Group in enforcing or defending the Loan Documents or in connection with the transactions contemplated by the Loan Documents or the Lender Group's relationship with any Loan Party, (i) Agent's reasonable and documented costs and out-of-pocket expenses (including reasonable and documented attorneys' fees limited to a single counsel in the United States and any other jurisdiction of a Loan Party or where its assets are located) incurred in advising, structuring, drafting, reviewing, administering (including travel, meals, and lodging), syndicating (including SyndTrak, Intralinks or other communications costs incurred in connection with a syndication of the loan facilities), or amending, waiving or modifying the Loan Documents, and (j) Agent's and each Lender's reasonable and documented costs and out-of-pocket expenses (including reasonable and documented outside attorneys, accountants, consultants, and other advisors fees and expenses) incurred in terminating, enforcing (including reasonable outside attorneys, accountants, consultants, and other advisors fees and expenses incurred in connection with a "workout," a "restructuring," or an Insolvency Proceeding concerning any Loan Party or in exercising rights or remedies under the Loan Documents), or defending the Loan Documents, irrespective of whether suit or other adverse proceeding is brought, or in taking any enforcement action or any Remedial Action concerning the Collateral.

"Lender Group Representatives" has the meaning specified therefor in Section 17.9 of this Agreement.

"Lender-Related Person" means, with respect to any Lender, such Lender, together with such Lender's Affiliates, officers, directors, employees, attorneys, and agents.

"Letter of Credit" means a letter of credit (as that term is defined in the UCC) issued by Issuing Bank for the account of any Borrower, including the Existing Letters of Credit.

"Letter of Credit Collateralization" means either (a) providing cash collateral (pursuant to documentation reasonably satisfactory to Agent (including that Agent has a first priority perfected Lien in such cash collateral), including provisions that specify that the Letter of Credit Fees and all commissions, fees, charges and expenses provided for in Section 2.11(k) of this Agreement (including any fronting fees) will continue to accrue while the Letters of Credit are outstanding) to be held by Agent for the benefit of the Lenders in an amount equal to one hundred five percent (105%) of the then existing Letter of Credit Usage, (b) delivering to Agent documentation executed by all beneficiaries under the Letters of Credit, in form and substance reasonably satisfactory to Agent and Issuing Bank, terminating all of such beneficiaries' rights under the Letters of Credit, or (c) providing Agent with a standby letter of credit, in form and substance reasonably satisfactory to Agent, from a commercial bank acceptable to Agent (in its sole discretion) in an amount equal to one hundred five percent (105%) of the then existing Letter of Credit Usage (it being understood that the Letter of Credit Fee and all fronting fees set forth in this Agreement will continue to accrue while the Letters of Credit are outstanding and that any such fees that accrue must be an amount that can be drawn under any such standby letter of credit).

"Letter of Credit Disbursement" means a payment made by Issuing Bank pursuant to a Letter of Credit.

"Letter of Credit Exposure" means, as of any date of determination with respect to any Lender, such Lender's participation in the Letter of Credit Usage pursuant to Section 2.11(e) on such date.

"Letter of Credit Fee" has the meaning specified therefor in Section 2.6(b) of this Agreement.

"Letter of Credit Indemnified Costs" has the meaning specified therefor in Section 2.11(f) of this Agreement.

"Letter of Credit Related Person" has the meaning specified therefor in Section 2.11(f) of this Agreement.

"Letter of Credit Sublimit" means $5,000,000.

"Letter of Credit Usage" means, as of any date of determination, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit, plus (b) the aggregate amount of outstanding reimbursement obligations with respect to Letters of Credit which remain unreimbursed or which have not been paid through a Revolving Loan.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment, charge, deposit arrangement, encumbrance, easement, lien (statutory or other), security interest, or other security arrangement and any other preference, priority, or preferential arrangement of any kind or nature whatsoever, including any conditional sale contract or other title retention agreement, the interest of a lessor under a Capital Lease and any synthetic or other financing lease having substantially the same economic effect as any of the foregoing.

"Loan" means any Revolving Loan or Special Advance made (or to be made) hereunder.

"Loan Account" has the meaning specified therefor in Section 2.9(b) of this Agreement.

"Loan Documents" means this Agreement, the Guaranty and Security Agreement and the other Collateral Documents, the Control Agreements, any Borrowing Base Certificate, the Fee Letter, any Issuer Documents, the Intercreditor Agreement, the Letters of Credit, the Loan Managers Side Letter, the Patent Security Agreement, the Trademark Security Agreement, any note or notes executed by Borrowers in connection with this Agreement and payable to any member of the Lender Group, and any other instrument or agreement entered into, now or in the future, by any Loan Party and any member of the Lender Group in connection with this Agreement (but specifically excluding Bank Product Agreements).

"Loan Party" means any Borrower or any Guarantor.

"Margin Stock" as defined in Regulation U of the Board of Governors of the Federal Reserve System as in effect from time to time.

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the financial condition, results of operations, properties, assets or liabilities of the Loan Parties and their Subsidiaries, taken as a whole, (b) a material impairment of the rights and remedies of the Agent or any Lender under the Loan Documents (including, without limitation, the Lender Group's ability to enforce the Obligations or realize upon the Collateral), or of the ability of the Loan Parties, taken as a whole, to perform their obligations under the Loan Documents, (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the Loan Parties, taken as a whole, of the Loan Documents, or (d) a material adverse change in, or a material adverse effect upon, the enforceability or priority of Agent's Liens with respect to all or a material portion of the Collateral; provided, that, the Chapter 11 Cases, the entry of the Confirmation Order and the facts disclosed publicly in the filings made in connection therewith and the consummation of the Plan of Reorganization in accordance with such Plan of Reorganization shall not constitute a Material Adverse Effect

"Material Contract" means, with respect to any Loan Party, all contracts or agreements, the loss of which could reasonably be expected to result in a Material Adverse Effect.

"Maturity Date" means the earlier of (a) ninety-one days prior to the stated maturity date under the Term Loan Agreement or (b) January __, 2030.

"Maximum Credit" means $30,000,000, decreased by the amount of reductions in the Commitments made in accordance with Section 2.4(c) of this Agreement.

"Moody's" has the meaning specified therefor in the definition of Cash Equivalents.

"Multiemployer Plan" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which any Loan Party or any ERISA Affiliate makes or is obligated to make contributions, during the preceding five plan years has made or been obligated to make contributions, or with respect to which any Loan Party has any liability.

"Non-Consenting Lender" has the meaning specified therefor in Section 14.2(a) of this Agreement.

"Non-Defaulting Lender" means each Lender other than a Defaulting Lender.

"Obligations" means (a) all loans (including the Revolving Loans (including Special Advances)), debts, principal, interest (including any interest that accrues after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency

Proceeding), reimbursement or indemnification obligations with respect to Letters of Credit (irrespective of whether contingent), premiums, liabilities (including all amounts charged to the Loan Account pursuant to this Agreement), obligations (including indemnification obligations), fees (including the fees provided for in the Fee Letter), Lender Group Expenses (including any fees or expenses that accrue after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), guaranties, and all covenants and duties of any other kind and description owing by any Loan Party arising out of, under, pursuant to, in connection with, or evidenced by this Agreement or any of the other Loan Documents and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all interest not paid when due and all other expenses or other amounts that any Loan Party is required to pay or reimburse by the Loan Documents or by law or otherwise in connection with the Loan Documents, and (b) all Bank Product Obligations; provided, that, anything to the contrary contained in the foregoing notwithstanding, the Obligations shall exclude any Excluded Swap Obligation. Without limiting the generality of the foregoing, the Obligations of Borrowers under the Loan Documents include the obligation to pay (i) the principal of the Revolving Loans, (ii) interest accrued on the Revolving Loans, (iii) the amount necessary to reimburse Issuing Bank for amounts paid or payable pursuant to Letters of Credit, (iv) Letter of Credit commissions, fees (including fronting fees) and charges, (v) Lender Group Expenses, (vi) fees payable under this Agreement or any of the other Loan Documents, and (vii) indemnities and other amounts payable by any Loan Party under any Loan Document. Any reference in this Agreement or in the Loan Documents to the Obligations shall include all or any portion thereof and any extensions, modifications, renewals, or alterations thereof, both prior and subsequent to any Insolvency Proceeding.

"OFAC" means The Office of Foreign Assets Control of the U.S. Department of the Treasury.

"Originating Lender" has the meaning specified therefor in Section 13.1(e) of this Agreement.

"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 or taxing authority imposing the Tax (other than any such connection 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 its rights or remedies under this Agreement or any other Loan Document).

"Other Taxes" means all present or future stamp, court, or documentary, intangible, recording, filing, excise, 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 14.2).

"Overadvance" means, as of any date of determination, that the Revolver Usage is greater than any of the limitations set forth in Section 2.1 or Section 2.11.

"Parent" has the meaning specified therefor in the preamble to this Agreement.

"Participant" has the meaning specified therefor in Section 13.1(e) of this Agreement.

"Patent Security Agreement" has the meaning specified therefor in the Guaranty and Security Agreement.

"Patriot Act" has the meaning specified therefor in Section 4.13 of this Agreement.

"Payment Conditions" means, at the time of determination with respect to any specified transaction or payment the following:

(a) as of the date of any such transaction or payment, and after giving effect thereto, no Event of Default shall exist or have occurred and be continuing;

(b) as of the date of any such transaction or payment, and after giving effect thereto, either:

(i) the Excess Availability for the immediately preceding thirty (30) consecutive day period shall be not less twenty-five percent (25%) of the Maximum Credit and after giving effect to the transaction or payment, on a pro forma basis using the most recent calculation of the Borrowing Base immediately prior to any such payment or transaction, the Excess Availability shall be not less than such amount; or

(ii) both (A) the Excess Availability for the immediately preceding thirty (30) consecutive day period shall be not less than twenty percent (20%) of the Maximum Credit and after giving effect to the transaction or payment, on a pro forma basis using the most recent calculation of the Borrowing Base immediately prior to any such payment or transaction, the Excess Availability shall be not less than such amount, and (B) as of the date of any such transaction or payment, and after giving effect thereto, on a pro forma basis, the Fixed Charge Coverage Ratio of Parent and its Subsidiaries for the immediately preceding twelve (12) consecutive fiscal months ending on the last day of the applicable fiscal period prior to the date of such payment or transaction for which Agent has received financial statements shall be at least 1.00 to 1.00; and

(c) Agent shall have received a certificate of an Authorized Person of Lead Borrower certifying as to compliance with the preceding clauses and demonstrating (in reasonable detail) the calculations required thereby.

"Payment Recipient" has the meaning specified therefor in Section 17.21 of this Agreement.

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity thereto performing similar functions.

"Pension Plan" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by any Loan Party or any ERISA Affiliate or to which any Loan Party or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five (5) plan years.

"Perfection Certificate" means a certificate in the form of Exhibit P-1 to this Agreement.

"Permitted Acquisition" means any Acquisition so long as:

(a) each of the Payment Conditions shall be satisfied,

(b) Lead Borrower has provided Agent with its due diligence package relative to the proposed Acquisition, including forecasted balance sheets, profit and loss statements, and cash flow statements of the Person or assets to be acquired, all prepared on a basis consistent with such Person's (or assets') historical financial statements, together with appropriate supporting details and a statement of underlying

assumptions for the one (1) year period following the date of the proposed Acquisition, on a quarter by quarter basis), in form and substance (including as to scope and underlying assumptions) reasonably satisfactory to Agent; provided that such diligence package shall only be required to be delivered by Borrowers for Acquisitions with a Purchase Price in excess of $5,000,000 and for any Acquisitions funded in whole or in part with proceeds of Revolving Loans,

(c) Lead Borrower has provided Agent with written notice of the proposed Acquisition at least fifteen (15) Business Days prior to the anticipated closing date of the proposed Acquisition and, not later than five (5) Business Days prior to the anticipated closing date of the proposed Acquisition, copies of the acquisition agreement and other material documents relative to the proposed Acquisition, which agreement and documents must be reasonably acceptable to Agent,

(d) the assets being acquired (other than a *de minimis* amount of assets in relation to Loan Parties' total assets), or the Person whose Equity Interests are being acquired, are substantially similar to the business of Loan Parties or a business reasonably related or incidental thereto,

(e) the subject assets or Equity Interests, as applicable, are being acquired directly by a Loan Party, and, in connection therewith, the applicable Loan Party shall have complied with Section 5.11 or 5.12, as applicable, of this Agreement,

(f) the assets being acquired (other than a de minimis amount of assets in relation to the assets being acquired) are located within the United States or Canada or the Person whose Equity Interests are being acquired is organized in a jurisdiction located within the United States or Canada, and

(g) such Acquisition shall not be hostile and shall have been approved by the board of directors (or other similar body) or the requisite number of stockholders or other equityholders, as applicable, of the target as required by the governing documents of such target.

"Permitted Discretion" means, with reference to Agent, a determination made in good faith in the exercise of its reasonable business judgment based on how an asset-based lender with similar rights providing a credit facility of the type set forth in this Agreement would act in similar circumstances at the time with the information then available to it.

"Permitted Dispositions" means:

(a) sales, abandonment, or other Dispositions of Equipment (excluding Rig Fleet Equipment) that is substantially worn, damaged, or obsolete or no longer used or useful in the ordinary course of business and leases or subleases of Real Property not useful in the conduct of the business of the Loan Parties and their Subsidiaries,

(b) sales of Inventory to buyers in the ordinary course of business,

(c) the use or transfer of money or Cash Equivalents in a manner that is not prohibited by the terms of this Agreement or the other Loan Documents,

(d) the licensing, on a non-exclusive basis, of patents, trademarks, copyrights, and other intellectual property rights in the ordinary course of business,

(e) the granting of Permitted Liens,

(f) the sale or discount, in each case without recourse, of accounts receivable (other than Eligible Accounts) arising in the ordinary course of business, but only in connection with the compromise or collection thereof,

(g) any involuntary loss, damage or destruction of property,

(h) any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property,

(i) the leasing or subleasing of assets of any Loan Party or its Subsidiaries in the ordinary course of business,

(j) the sale or issuance of Equity Interests (other than Disqualified Equity Interests) of Borrowers,

(k) (i) the lapse of registered patents, trademarks, copyrights and other intellectual property of any Loan Party or any of its Subsidiaries to the extent not economically desirable in the conduct of its business, or (ii) the abandonment of patents, trademarks, copyrights, or other intellectual property rights in the ordinary course of business so long as (in each case under clauses (i) and (ii)), (A) with respect to copyrights, such copyrights are not material revenue generating copyrights, and (B) such lapse is not materially adverse to the interests of the Lender Group,

(l) the making of Restricted Payments that are expressly permitted to be made pursuant to this Agreement,

(m) the making of Permitted Investments,

(n) so long as no Event of Default has occurred and is continuing or would immediately result therefrom, transfers of assets (i) from any Loan Party or any of its Subsidiaries to a Loan Party, and (ii) from any Subsidiary of any Loan Party that is not a Loan Party to any other Subsidiary of any Loan Party,

(o) dispositions of Equipment (excluding Rig Fleet Equipment) to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property, or (ii) the net cash proceeds of such disposition are applied within 365 days following the applicable Loan Party's or Subsidiary's receipt of such net cash proceeds to the purchase price of Equipment useful in the Loan Parties' business (or are otherwise applied in accordance with the Term Loan Agreement); provided, that (A) to the extent the property being transferred constitutes Collateral, such replacement property shall constitute Collateral, (B) the applicable Loan Party or its Subsidiary receives at least the fair market value of the assets so disposed, and (C) such net cash proceeds will not be used to prepay any Revolving Loans (except as otherwise permitted by the Intercreditor Agreement),

(p) sales or other dispositions of Rig Fleet Equipment not to exceed $25,000,000 in the aggregate in any fiscal year, so long as (i) no Default or Event of Default has occurred and is continuing or would immediately result therefrom, and (ii) each such sale or disposition is in an arm's-length transaction with a third party and the applicable Loan Party or its Subsidiary receives at least the fair market value of the assets so disposed,

(q) sales or other dispositions of assets (excluding Rig Fleet Equipment, other Equipment and, except as permitted by clause (f) above, the sale or discount of accounts receivable) not otherwise permitted in clauses (a) through (q) above so long as (i) no Default or Event of Default has occurred and is continuing or would immediately result therefrom, (ii) each such sale or disposition is in an arm's-length transaction

and the applicable Loan Party or its Subsidiary receives at least the fair market value of the assets so disposed, and (iii) the consideration received by the applicable Loan Party or its Subsidiary consists of at least 75% cash and Cash Equivalents and is paid at the time of the closing of such sale or disposition, and

(r) sales or other dispositions of assets (excluding Rig Fleet Equipment and, except as permitted by clause (f) above, the sale or discount of accounts receivable) not otherwise permitted in clauses (a) through (q) above not exceeding $5,000,000 during the term of this Agreement.

"Permitted Holder" means each of MSD Partners, L.P., Glendon Capital Management LP., and their respective Affiliates[so long as Lenders shall have completed its Patriot Act searches, OFAC/PEP searches, and customary individual background checks and searches, as required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, the results of which shall be reasonably satisfactory to the Lenders].

"Permitted Indebtedness" means:

(a) Indebtedness in respect of the Obligations,

(b) Indebtedness as of the Restatement Effective Date set forth on Schedule 4.14 to this Agreement and any Refinancing Indebtedness in respect of such Indebtedness,

(c) Permitted Purchase Money Indebtedness and any Refinancing Indebtedness in respect of such Indebtedness,

(d) Indebtedness arising in connection with the endorsement of instruments or other payment items for deposit,

(e) Indebtedness consisting of (i) unsecured guarantees incurred in the ordinary course of business with respect to surety and appeal bonds, performance bonds, bid bonds, appeal bonds, completion guarantee and similar obligations, and (ii) unsecured guarantees arising with respect to customary indemnification obligations to purchasers in connection with Permitted Dispositions,

(f) Indebtedness incurred in the ordinary course of business in respect of credit cards, credit card processing services, debit cards, stored value cards, commercial cards (including so-called "purchase cards", "procurement cards" or "p-cards"), or Cash Management Services,

(g) contingent liabilities in respect of any indemnification obligation, adjustment of purchase price, non-compete, or similar obligation of any Loan Party incurred in connection with the consummation of one or more Permitted Acquisitions,

(h) to the extent constituting Indebtedness, Permitted Investments,

(i) unsecured Indebtedness incurred in respect of netting services, overdraft protection, and other like services, in each case, incurred in the ordinary course of business,

(j) [reserved],

(k) accrual of interest, accretion or amortization of original issue discount, or the payment of interest in kind, in each case, on Indebtedness that otherwise constitutes Permitted Indebtedness,

(l) unsecured Indebtedness of any Loan Party owing to employees, former employees, former officers, directors, or former directors (or any spouses, ex-spouses, or estates of any of the foregoing) incurred in connection with the repurchase or redemption by such Loan Party of the Equity Interests of Parent that has been issued to such Persons permitted by Section 6.7,

(m) Indebtedness pursuant to the Term Loan Documents and, to the extent permitted by the Intercreditor Agreement, any Refinancing Indebtedness thereof, in each case, in an aggregate principal amount not to exceed the amount thereof permitted by the Intercreditor Agreement,

(n) Indebtedness owed to any Person to finance property, casualty, liability or other insurance to any Loan Party or any of its Subsidiaries, so long as the amount of such Indebtedness is not in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of, such insurance for the year in which such Indebtedness is incurred and such Indebtedness is outstanding only during such year,

(o) the incurrence by any Loan Party or its Subsidiaries of Indebtedness under Hedge Agreements that are incurred for the bona fide purpose of hedging the interest rate, commodity, or foreign currency risks associated with such Loan Party's or such Subsidiary's operations and not for speculative purposes,

(p) unsecured Acquired Indebtedness in an amount not to exceed $15,000,000 outstanding at any one time so long as (i) the aggregate annual amortization with respect to such Acquired Indebtedness does not exceed 2.5% of the principal amount of such Acquired Indebtedness and (ii) such Acquired Indebtedness does not have any principal payments being made prior to the date that is six (6) months after the Maturity Date,

(q) Subordinated Indebtedness**,** and

(r) any other unsecured Indebtedness of any Borrower or any Subsidiary not covered by clauses (a) through (q) above in an aggregate principal amount not to exceed $15,000,000.

"Permitted Intercompany Advances" means loans made by (a) a Loan Party to another Loan Party, (b) a Subsidiary of a Loan Party that is not a Loan Party to another Subsidiary of a Loan Party that is not a Loan Party, and (c) a Subsidiary of a Loan Party that is not a Loan Party to a Loan Party, so long as the parties thereto are party to an intercompany subordination agreement in form and substance reasonably satisfactory to the Agent.

"Permitted Investments" means:

(a) Investments in cash and Cash Equivalents,

(b) Investments in negotiable instruments deposited or to be deposited for collection in the ordinary course of business,

(c) advances made in connection with purchases and acquisitions of Inventory, supplies, materials, equipment, goods, services, contract rights, or licenses or leases of intellectual property, in each case, in the ordinary course of business,

(d) Investments received in settlement of amounts due to any Loan Party or any of its Subsidiaries effected in the ordinary course of business or owing to any Loan Party or any of its Subsidiaries as a result of Insolvency Proceedings involving an Account Debtor or upon the foreclosure or enforcement of any Lien in favor of a Loan Party or its Subsidiaries,

(e) Investments owned by any Loan Party or any of its Subsidiaries on the Restatement Effective Date and set forth on Schedule P-1 to this Agreement,

(f) guarantees permitted under the definition of "Permitted Indebtedness",

(g) Permitted Intercompany Advances,

(h) Equity Interests or other securities acquired in connection with the satisfaction or enforcement of Indebtedness or claims due or owing to a Loan Party or its Subsidiaries (in bankruptcy of customers or suppliers or otherwise outside the ordinary course of business) or as security for any such Indebtedness or claims,

(i) deposits of cash made in the ordinary course of business to secure performance of operating leases,

(j) (i) non-cash loans and advances to employees, officers, and directors of a Loan Party or any of its Subsidiaries for the purpose of purchasing Equity Interests in Parent so long as the proceeds of such loans are used in their entirety to purchase such Equity Interests in Parent, and (ii) loans and advances to employees and officers of a Loan Party or any of its Subsidiaries in the ordinary course of business for any other business purpose and in an aggregate amount not to exceed $1,000,000 at any one time,

(k) Permitted Acquisitions,

(l) Investments in the form of capital contributions and the acquisition of Equity Interests made by any Loan Party in any other Loan Party (other than capital contributions to or the acquisition of Equity Interests of Parent),

(m) Investments resulting from entering into (i) Bank Product Agreements or (ii) Hedge Agreements permitted by clause (o) of the definition of "Permitted Indebtedness",

(n) equity Investments by any Loan Party in any Subsidiary of such Loan Party which is required by law to maintain a minimum net capital requirement or as may be otherwise required by applicable law,

(o) Investments held by a Person acquired in a Permitted Acquisition to the extent that such Investments were not made in contemplation of or in connection with such Permitted Acquisition and were in existence on the date of such Permitted Acquisition,

(p) Investments consisting of non-cash consideration received in connection with Permitted Dispositions, so long as the non-cash consideration received in connection with any Permitted Disposition does not exceed 25% of the total consideration received in connection with such Permitted Disposition,

(q) Investments consisting of the licensing or contribution of intellectual property, in each case, on a non-exclusive basis, pursuant to joint marketing arrangements with other Persons,

(r) Investments consisting of earnest money deposits required in connection with a purchase agreement, or letter of intent, or other acquisitions to the extent not otherwise prohibited hereunder,

(s) contributions to a "rabbi" trust for the benefit of employees or other grantor trust subject to claims of creditors in the case of a bankruptcy of any Loan Party or any of its Subsidiaries,

(t) so long as no Event of Default has occurred and is continuing or would result therefrom, any other Investments in an aggregate amount not to exceed $5,000,000, and

(u) other Investments using cash or Cash Equivalents; provided, that, each of the Payment Conditions shall be satisfied.

"Permitted Liens" means

(a) Liens granted to, or for the benefit of, Agent (for the benefit of the Lenders) to secure the Obligations,

(b) Liens for unpaid taxes, assessments, or other governmental charges or levies that either (i) are not yet delinquent, or (ii) do not have priority over Agent's Liens and the underlying taxes, assessments, or charges or levies are the subject of Permitted Protests,

(c) judgment Liens arising solely as a result of the existence of judgments, orders, or awards that do not constitute an Event of Default under Section 8.3 of this Agreement,

(d) Liens set forth on Schedule P-2 to this Agreement; provided, that to qualify as a Permitted Lien, any such Lien described on Schedule P-2 to this Agreement shall only secure the Indebtedness that it secures on the Restatement Effective Date and any Refinancing Indebtedness in respect thereof,

(e) the interests of lessors under operating leases and non-exclusive licensors under license agreements,

(f) Liens on fixed or capital assets or the interests of lessors under Capital Leases permitted under clause (c) of the definition of "Permitted Indebtedness" and so long as (i) such Lien attaches only to the fixed asset purchased or acquired and the proceeds thereof, and (ii) such Lien only secures the Indebtedness that was incurred to acquire the fixed asset purchased or acquired or any Refinancing Indebtedness in respect thereof,

(g) Liens arising by operation of law in favor of warehousemen, landlords, carriers, mechanics, materialmen, laborers, or suppliers, incurred in the ordinary course of business and not in connection with the borrowing of money, and which Liens either (i) are for sums not yet delinquent, or (ii) are the subject of Permitted Protests,

(h) Liens on amounts deposited to secure Parent's and its Subsidiaries' obligations in connection with worker's compensation or other unemployment insurance,

(i) Liens on amounts deposited to secure Parent's and its Subsidiaries' obligations in connection with the making or entering into of bids, tenders, or leases in the ordinary course of business and not in connection with the borrowing of money,

(j) Liens on amounts deposited to secure Parent's and its Subsidiaries' reimbursement obligations with respect to surety or appeal bonds obtained in the ordinary course of business,

(k) with respect to any Real Property, easements, rights of way, and zoning restrictions that do not materially interfere with or impair the use or operation thereof,

(l) non-exclusive licenses of patents, trademarks, copyrights, and other intellectual property rights in the ordinary course of business,

(m) Liens that are replacements of Permitted Liens to the extent that the original Indebtedness is the subject of permitted Refinancing Indebtedness and so long as the replacement Liens only encumber those assets that secured the original Indebtedness,

(n) rights of setoff or bankers' liens upon deposits of funds in favor of banks or other depository institutions, solely to the extent incurred in connection with the maintenance of such Deposit Accounts in the ordinary course of business,

(o) Liens solely on any cash earnest money deposits made by a Loan Party or any of its Subsidiaries in connection with any letter of intent or purchase agreement with respect to a Permitted Acquisition,

(p) Liens on Collateral securing the Indebtedness permitted under clause (m) of the definition of "Permitted Indebtedness" to the extent such Liens are subject to the Intercreditor Agreement, and

(q) Liens granted in the ordinary course of business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent (i) such financing is permitted under clause (n) the definition of "Permitted Indebtedness" and (ii) the aggregate amount of Indebtedness secured by such Liens does not exceed $5,000,000.

"Permitted Protest" means the right of any Loan Party or any of its Subsidiaries to protest any Lien (other than any Lien that secures the Obligations), taxes (other than payroll taxes or taxes that are the subject of a United States federal tax lien), or rental payment; provided, that (a) a reserve with respect to such obligation is established on such Loan Party's or its Subsidiaries' books and records in such amount as is required under GAAP, (b) any such protest is instituted promptly and prosecuted diligently by such Loan Party or its Subsidiary, as applicable, in good faith, and (c) Agent is reasonably satisfied that, while any such protest is pending, there will be no impairment of the enforceability, validity, or priority of any of Agent's Liens.

"Permitted Purchase Money Indebtedness" means, as of any date of determination, Indebtedness (other than the Obligations, but including Capitalized Lease Obligations), at the time of, or within 60 days after, the acquisition of any fixed assets (other than Rig Fleet Equipment) for the purpose of financing all or any part of the acquisition cost thereof, in an aggregate principal amount outstanding not in excess of $10,000,000 at any one time.

"Person" means natural persons, corporations, limited liability companies, unlimited liability company, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof.

"Plan Effective Date" means the "Effective Date" as defined in the Plan of Reorganization.

"Plan of Reorganization" means the Debtors' Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated December 2, 2024, filed at Docket No. 15 in the Chapter 11 Cases, as may be amended or modified and any amendments, supplements or modifications thereto, and together with all exhibits, schedules, annexes, supplements and other attachments thereto.

"Pro Rata Share" means, as of any date of determination:

(a) with respect to a Lender's obligation to make all or a portion of the Revolving Loans, with respect to such Lender's right to receive payments of interest, fees, and principal with respect to the

Revolving Loans, and with respect to all other computations and other matters related to the Commitments or the Revolving Loans, the percentage obtained by dividing (i) the Revolving Loan Exposure of such Lender, by (ii) the aggregate Revolving Loan Exposure of all Lenders,

(b) with respect to a Lender's obligation to participate in the Letters of Credit, with respect to such Lender's obligation to reimburse Issuing Bank, and with respect to such Lender's right to receive payments of Letter of Credit Fees, and with respect to all other computations and other matters related to the Letters of Credit, the percentage obtained by dividing (i) the Revolving Loan Exposure of such Lender, by (ii) the aggregate Revolving Loan Exposure of all Lenders; provided, that, if all of the Revolving Loans have been repaid in full and all Commitments have been terminated, but Letters of Credit remain outstanding, Pro Rata Share under this clause shall be the percentage obtained by dividing (A) the Letter of Credit Exposure of such Lender, by (B) the Letter of Credit Exposure of all Lenders, and

(c) with respect to all other matters and for all other matters as to a particular Lender (including the indemnification obligations arising under Section 15.7 of this Agreement), the percentage obtained by dividing (i) the Revolving Loan Exposure of such Lender, by (ii) the aggregate Revolving Loan Exposure of all Lenders, in any such case as the applicable percentage may be adjusted by assignments permitted pursuant to Section 13.1; provided, that, if all of the Loans have been repaid in full and all Commitments have been terminated, Pro Rata Share under this clause shall be the percentage obtained by dividing (A) the Letter of Credit Exposure of such Lender, by (B) the Letter of Credit Exposure of all Lenders.

"Projections" means the Loan Parties' forecasted (a) balance sheets, (b) profit and loss statements, and (c) cash flow statements, all prepared on a basis consistent with Lead Borrower's historical financial statements, together with appropriate supporting details and a statement of underlying assumptions.

"Protective Advances" has the meaning specified therefor in Section 2.3(d)(i) of this Agreement.

"Purchase Money Indebtedness" means Indebtedness (other than the Obligations, but including Capitalized Lease Obligations), incurred at the time of, or within sixty (60) days after, the acquisition of any fixed assets for the purpose of financing all or any part of the acquisition cost thereof.

"Purchase Price" means, with respect to any Acquisition, an amount equal to the aggregate consideration, whether cash, property or securities (including the maximum amount of Earn-Outs), paid or delivered by a Loan Party in connection with such Acquisition (whether paid at the closing thereof or payable thereafter and whether fixed or contingent), but excluding therefrom (a) any cash of the seller and its Affiliates used to fund any portion of such consideration, and (b) any cash or Cash Equivalents acquired in connection with such Acquisition.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. § 5390(c)(8)(D).

"QFC Credit Support" has the meaning specified therefor in Section 17.20 of this Agreement.

"Qualified ECP Guarantor" means, in respect of any Swap Obligation, each Guarantor that has total assets exceeding $10,000,000 at the time the relevant guaranty, keepwell, or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"Qualified Equity Interests" means and refers to any Equity Interests issued by Parent (and not by one or more of its Subsidiaries) that is not a Disqualified Equity Interest.

"Quarterly Average Excess Availability" means, at any time, the daily average of the aggregate amount of the Excess Availability for the immediately preceding calendar quarter, commencing on the first day of such calendar quarter.

"Real Property" means any estates or interests in real or immovable property now owned or hereafter acquired by any Loan Party and the improvements thereto.

"Receivable Reserves" means, as of any date of determination, those reserves that Agent deems necessary or appropriate, in its Permitted Discretion and subject to Section 2.1(c), to establish and maintain (including Landlord Reserves for books and records locations and reserves for rebates, discounts, warranty claims, and returns) with respect to the Eligible Accounts or the Maximum Credit.

"Recipient" means the Recipient Agent, any Lender and any Participant.

"Recipient Agent" means an agent that receives payments on behalf of the Lenders and the Participants.

"Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

"Refinancing Indebtedness" means refinancings, renewals, or extensions of Indebtedness (other than Indebtedness in respect of the Obligations) so long as:

(a) such refinancings, renewals, or extensions do not result in an increase in the principal amount of the Indebtedness so refinanced, renewed, or extended, other than by the amount of premiums paid thereon and the fees and expenses incurred in connection therewith and by the amount of unfunded commitments with respect thereto,

(b) such refinancings, renewals, or extensions do not result in a shortening of the final maturity date or the average weighted maturity (measured as of the refinancing, renewal, or extension) of the Indebtedness so refinanced, renewed, or extended, nor (except in the case of Term Loan Indebtedness) are they on terms or conditions that, taken as a whole, are or could reasonably be expected to be materially adverse to the interests of the Lenders nor (in the case of Term Loan Indebtedness) are they on terms and conditions which contravene the Intercreditor Agreement,

(c) if the Indebtedness that is refinanced, renewed, or extended was subordinated in right of payment to the Obligations, then the terms and conditions of the refinancing, renewal, or extension must include subordination terms and conditions that are at least as favorable to the Lender Group as those that were applicable to the refinanced, renewed, or extended Indebtedness,

(d) the Indebtedness that is refinanced, renewed, or extended is not recourse to any Person that is liable on account of the Obligations other than those Persons which were obligated with respect to the Indebtedness that was refinanced, renewed, or extended,

(e) if the Indebtedness that is refinanced, renewed or extended was unsecured, such refinancing, renewal or extension shall be unsecured,

(f) if the Indebtedness that is refinanced, renewed, or extended was secured (i) such refinancing, renewal, or extension shall be secured by substantially the same or less collateral as secured such refinanced, renewed or extended Indebtedness on terms no less favorable to the Agent or the Lender Group, and (ii) the Liens securing such refinancing, renewal or extension shall not have a priority more senior than the Liens securing such Indebtedness that is refinanced, renewed or extended, and

(g) if the Indebtedness that is refinanced, renewed or extended was Term Loan Indebtedness, any Liens securing such refinancing, renewal or extension shall be subject to the Intercreditor Agreement (or another intercreditor agreement in form and substance acceptable to Agent).

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

"Relevant Governmental Body" means the Board of Governors or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors or the Federal Reserve Bank of New York, or any successor thereto.

"Remedial Action" means all actions taken to (a) clean up, remove, remediate, contain, treat, monitor, assess, evaluate, or in any way address Hazardous Materials in the indoor or outdoor environment, (b) prevent or minimize a release or threatened release of Hazardous Materials so they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (c) restore or reclaim natural resources or the environment, (d) perform any pre-remedial studies, investigations, or post-remedial operation and maintenance activities, or (e) conduct any other actions with respect to Hazardous Materials required by Environmental Laws.

"Replacement Lender" has the meaning specified therefor in Section 2.13(b) of this Agreement.

"Report" has the meaning specified therefor in Section 15.16(a) of this Agreement.

"Required Lenders" means, at any time, Lenders having or holding more than fifty percent (50%) of the aggregate Revolving Loan Exposure of all Lenders; provided, that, (i) the Revolving Loan Exposure of any Defaulting Lender shall be disregarded in the determination of the Required Lenders, and (ii) at any time there are two or more Lenders (who are not Affiliates of one another or Defaulting Lenders), "Required Lenders" must include at least two Lenders (who are not Affiliates of one another).

"Reserves" means, as of any date of determination, Bank Product Reserves, Receivables Reserves, Dilution Reserve, and those other reserves that Agent deems necessary or appropriate, in its Permitted Discretion and subject to Section 2.1(c), to establish and maintain (including reserves with respect to (a) sums that any Loan Party or its Subsidiaries are required to pay under any Section of this Agreement or any other Loan Document (such as taxes, assessments, insurance premiums, or, in the case of leased assets, rents or other amounts payable under such leases) and has failed to pay, (b) amounts owing by any Loan Party or its Subsidiaries to any Person to the extent secured by a Lien on, or trust over, any of the Collateral (other than a Permitted Lien), which Lien or trust, in the Permitted Discretion of Agent likely would have a priority superior to Agent's Liens (such as Liens or trusts in favor of landlords, warehousemen, carriers, mechanics, materialmen, laborers, or suppliers, or Liens or trusts for ad valorem, excise, sales, or other taxes where given priority under applicable law) in and to such item of the Collateral) with respect to the Borrowing Base or the Maximum Credit, and (c) reserves as may be applicable under the circumstances in connection with the confirmation by the Bankruptcy Court of the Plan of Reorganization, including, but not limited to, reserves in respect of administrative expenses, priority tax claims, and reclamation claims arising

in the Chapter 11 Cases which are to be paid on the Restatement Effective Date, any other claims that remain outstanding after the Restatement Effective Date and any distributions that are not made pursuant to the Plan of Reorganization on the Restatement Effective Date.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Restatement Effective Date" means the first date all the conditions precedent in Section 3.1 are satisfied or waived in accordance with Section 14.1.

"Restricted Payment" means (a) any declaration or payment of any dividend or the making of any other payment or distribution, directly or indirectly, on account of Equity Interests issued by any Loan Party or any of its Subsidiaries (including any payment in connection with any merger or consolidation involving any Loan Party or any of its Subsidiaries) or to the direct or indirect holders of Equity Interests issued by any Loan Party or any of its Subsidiaries in their capacity as such (other than dividends or distributions payable in Qualified Equity Interests issued by any Loan Party or any of its Subsidiaries), or (b) any purchase, redemption, making of any sinking fund or similar payment, or other acquisition or retirement for value (including in connection with any merger or consolidation involving any Loan Party or any of its Subsidiaries) any Equity Interests issued by any Loan Party or any of its Subsidiaries, (c) any making of any payment to retire, or to obtain the surrender of, any outstanding warrants, options, or other rights to acquire Equity Interests of any Loan Party now or hereafter outstanding, or (d) any amounts paid by the Parent as withholding taxes in connection with any equity incentive plan of the Parent approved by the stockholders of the Parent.

"Revolver Usage" means, as of any date of determination, the sum of (a) the amount of outstanding Revolving Loans (inclusive of Protective Advances), plus (b) the amount of the Letter of Credit Usage.

"Revolving Loan Exposure" means, with respect to any Lender, as of any date of determination (a) prior to the termination of the Commitments, the amount of such Lender's Commitment, and (b) after the termination of the Commitments, the aggregate outstanding principal amount of the Revolving Loans of such Lender.

"Revolving Loans" has the meaning specified in Section 2.1(a) of this Agreement.

"Rig" means any land-based drilling and workover rig owned by any Loan Party, together with all Rig Accessories that are installed on or affixed to such Rig.

"Rig Accessories" means pumps, drilling equipment, machinery, equipment, forklifts, bulldozers and other parts necessary or useful for the drilling operation of any Rig.

"Rig Fleet Equipment" means any Loan Party's Rigs and partial Rigs and any Loan Party's Equipment related to such Rigs and partial Rigs.

"S&P" has the meaning specified therefor in the definition of Cash Equivalents.

"Sanctioned Entity" means (a) a country or territory or a government of a country or territory, (b) an agency of the government of a country or territory, (c) an organization directly or indirectly controlled by a country or territory or its government, or (d) a Person resident in or determined to be resident in a country or territory, in each case of clauses (a) through (d) that is a target of Sanctions, including a target of any country sanctions program administered and enforced by OFAC.

"Sanctioned Person" means, at any time, (a) any a Person named on the list of Specially Designated Nationals and Blocked Persons maintained by OFAC, OFAC's consolidated Non-SDN list or any other Sanctions-related list maintained by any relevant Governmental Authority, (b) a Person or legal entity that is a target of Sanctions, (c) any Person operating, organized or resident in a Sanctioned Entity, or (d) any Person directly or indirectly owned or controlled (individually or in the aggregate) by or acting on behalf of any such Person or Persons described in clauses (a) through (c) above.

"Sanctions" means individually and collectively, respectively, any and all economic sanctions, trade sanctions, financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes anti-terrorism laws and other sanctions laws, regulations or embargoes, including those imposed, administered or enforced from time to time by: (a) the United States of America, including those administered by OFAC, the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future executive order, (b) the United Nations Security Council, (c) the European Union or any European Union member state, (d) Her Majesty's Treasury of the United Kingdom, or (e) any other Governmental Authority with jurisdiction over any member of the Lender Group, Bank Product Provider, Hedge Provider or any Loan Party or any of their respective Subsidiaries.

"SEC" means the United States Securities and Exchange Commission and any successor thereto.

"Securities Account" means a securities account (as that term is defined in the UCC).

"Securities Act" means the Securities Act of 1933, as amended from time to time, and any successor statute.

"Settlement" has the meaning specified therefor in Section 2.3(e)(i) of this Agreement.

"Settlement Date" has the meaning specified therefor in Section 2.3(e)(i) of this Agreement.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Deadline" has the meaning specified therefor in Section 2.12(b)(i) of this Agreement.

"SOFR Loan" means each portion of a Revolving Loan that bears interest at a rate determined by reference to Term SOFR (other than pursuant to clause (c) of the definition of "Base Rate").

"SOFR Margin" means the Applicable SOFR Margin as set forth in the definition of the term Applicable Margin.

"SOFR Notice" means a written notice in the form of Exhibit L-1 to this Agreement.

"SOFR Option" has the meaning specified therefor in Section 2.12(a) of this Agreement.

"Solvent" means, with respect to any Person as of any date of determination, that (a) at fair valuations, the sum of such Person's debts (including contingent liabilities) is less than all of such Person's assets, (b) such Person is not engaged or about to engage in a business or transaction for which the remaining assets of such Person are unreasonably small in relation to the business or transaction or for which the property remaining with such Person is an unreasonably small capital, (c) such Person has not incurred and

does not intend to incur, or reasonably believe that it will incur, debts beyond its ability to pay such debts as they become due (whether at maturity or otherwise), and (d) such Person is "solvent" or not "insolvent", as applicable within the meaning given those terms and similar terms under applicable laws relating to fraudulent transfers and conveyances. For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standard No. 5).

"Special Advances" has the meaning specified therefor in Section 2.3(d)(iii) of this Agreement.

"Specified Equity Contribution" means cash equity contributions (which if in the form of preferred equity shall be on terms and conditions reasonably acceptable to Agent) made directly or indirectly by a Person (other than a Loan Party) to Parent as a cash equity contribution in accordance with Section 7.2, which equity contribution is added to EBITDA for the purposes of calculating compliance with Section 7.1.

"Specified Event of Default" means (a) any Event of Default arising under Section 8.1 of this Agreement, (b) any Event of Default arising under Section 8.4 of this Agreement, (c) any Event of Default arising under Section 8.5 of this Agreement, (d) any Event of Default arising under Section 8.2(a) of this Agreement resulting from the failure to comply with Section 5.2 of this Agreement (with respect to delivery of each of the items set forth in clauses (a) through (h) of Schedule 5.2 to this Agreement), (e) any Event of Default arising under Section 8.2(a) of this Agreement resulting from the failure to comply with Section 7(k) of the Guaranty and Security Agreement, (f) any Event of Default arising under Section 8.2(a) arising from the failure to comply with Section 7 of this Agreement and (g) any Event of Default arising under Section 8.7 of this Agreement resulting from any representation or warranty under Section 4.22 of this Agreement being untrue.

"Standard Letter of Credit Practice" means, for Issuing Bank, any domestic or foreign law or letter of credit practices applicable in the city in which Issuing Bank issued the applicable Letter of Credit or, for its branch or correspondent, such laws and practices applicable in the city in which it has advised, confirmed or negotiated such Letter of Credit, as the case may be, in each case, (a) which letter of credit practices are of banks that regularly issue letters of credit in the particular city, and (b) which laws or letter of credit practices are required or permitted under ISP or UCP, as chosen in the applicable Letter of Credit.

"Subordinated Indebtedness" means any unsecured Indebtedness of Loan Parties incurred from time to time (a) that is subordinated in right of payment (which, for the avoidance of doubt, shall include a restriction on all cash payments with respect to such Indebtedness) to the Obligations, (b) that is not guaranteed by any Subsidiaries other than Loan Parties, (c) that is not subject to scheduled amortization, redemption, sinking fund or similar payment and does not have a final maturity, in each case, on or before the date that is six months after the Maturity Date, (d) that does not include any financial covenants or any covenant or agreement that is more restrictive or onerous on any Loan Party in any material respect than any comparable covenant in this Agreement and is otherwise on terms and conditions reasonably acceptable to Agent, (e) limited to cross-payment default and cross-acceleration to designated "senior debt" (including the Obligations), and (f) that is subject to a subordination agreement, in form and substance reasonably acceptable to Agent.

"Subordination Provisions" has the meaning specified therefor in Section 8.13 of this Agreement.

"Subsidiary" of a Person means a corporation, partnership, limited liability company, or other entity in which that Person directly or indirectly owns or controls the Equity Interests having ordinary voting

power to elect a majority of the board of directors (or appoint other comparable managers) of such corporation, partnership, limited liability company, or other entity.

"Supermajority Lenders" means, at any time, Lenders having or holding more than sixty-six and two-thirds percent (66 2/3%) of the aggregate Revolving Loan Exposure of all Lenders; provided, that, (i) the Revolving Loan Exposure of any Defaulting Lender shall be disregarded in the determination of the Supermajority Lenders, and (ii) at any time there are two or more Lenders (who are not Affiliates of one another), "Supermajority Lenders" must include at least two Lenders (who are not Affiliates of one another or Defaulting Lenders).

"Supported QFC" has the meaning specified therefor in Section 17.20 of this Agreement.

"Swap Obligation" means, with respect to any Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"Tax Lender" has the meaning specified therefor in Section 14.2(a) of this Agreement.

"Taxes" means any taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature now or hereafter imposed by any jurisdiction or by any political subdivision or taxing authority thereof or therein, and all interest, penalties or additions to tax with respect thereto.

"Term Loan Agent" means U.S. Bank Trust Company, National Association, in its capacity as collateral agent for the Term Loan Lenders under the Term Loan Agreement, or any successor collateral agent under the Term Loan Agreement.

"Term Loan Agreement" means the Term Loan Agreement, dated as of January __, 2025, by and among Borrowers and the Term Loan Agent (as the same may now exists or may hereafter be amended, restated, refinanced, replaced, extended, renewed or restructured in accordance with the provisions hereof and the terms of the Intercreditor Agreement).

"Term Loan Documents" means, collectively, the following: (a) the Term Loan Notes, (b) the Term Loan Agreement, and (c) all agreements, documents and instruments at any time executed and/or delivered in connection therewith.

"Term Loan Indebtedness" means any Indebtedness incurred under the Term Loan Documents.

"Term Loan Notes" means, collectively, the Term Loan Notes issued by Borrowers to the Term Loan Lenders pursuant to the terms of the Term Loan Agreement.

"Term Priority Collateral" has the meaning specified therefor in the Intercreditor Agreement.

"Term SOFR" means,

(a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will

be Term SOFR Reference Rate for such tenor as published by Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to a Base Rate Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the "Base Rate Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Base Rate Term SOFR Determination Day,

provided, further, that if Term SOFR determined as provided above (including pursuant to the proviso under clause (a) or clause (b) above) shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of Term SOFR Reference Rate selected by Agent in its reasonable discretion).

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Trademark Security Agreement" has the meaning specified therefor in the Guaranty and Security Agreement.

"Transaction Expenses" means any fees or expenses incurred or paid by the Borrowers or any of their Subsidiaries in connection with the Transactions, this Agreement and the other Loan Documents and the transactions contemplated hereby and thereby.

"Transactions" means, collectively, (a) the funding of the Revolving Loans on the Restatement Effective Date and the execution and delivery of Loan Documents to be entered into on the Restatement Effective Date, (b) the effectiveness of the Term Loan Documents to be entered into on the Restatement Effective Date, (d) consummation of the transactions as set forth in the Confirmation Order, (e) the payment of Transaction Expenses, (d) any restructuring or reorganization as contemplated by the Plan of Reorganization, and (f) all other transactions under, pursuant to, or otherwise relating to, the Chapter 11 Cases or the Plan of Reorganization or under the Confirmation Order.

"UCC" means the New York Uniform Commercial Code, as in effect from time to time.

"UCP" means, with respect to any Letter of Credit, the Uniform Customs and Practice for Documentary Credits 2007 Revision, International Chamber of Commerce Publication No. 600 and any version or revision thereof accepted by Issuing Bank for use.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation

Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unfinanced Capital Expenditures" means Capital Expenditures (a) not financed with the proceeds of any incurrence of Indebtedness (other than the incurrence of any Revolving Loans), the proceeds of any sale or issuance of Equity Interests or equity contributions, the proceeds of any asset sale, or any insurance proceeds, and (b) that are not reimbursed by a third person (excluding any Loan Party or any of its Affiliates) in the period such expenditures are made pursuant to a written agreement.

"United States" means the United States of America.

"Unused Line Fee" has the meaning specified therefor in Section 2.10(b) of this Agreement.

"U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association, or any successor thereto, recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities; provided, that for purposes of notice requirements in Sections 2.3(a), 2.3(c) and 2.12(b), in each case, such day is also a Business Day.

"U.S. Special Resolution Regimes" has the meaning specified therefor in Section 17.20 of this Agreement.

"Voidable Transfer" has the meaning specified therefor in Section 17.8 of this Agreement.

"Wells Fargo" means Wells Fargo Bank, National Association, a national banking association.

"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.

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution 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.

1.2 Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with GAAP; provided, that, if Lead Borrower notifies Agent that Borrowers request an amendment to any provision hereof to eliminate the effect of any Accounting Change occurring after the Closing Date or in the application thereof on the operation of such provision (or if Agent notifies Lead

Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such Accounting Change or in the application thereof, then Agent and Borrowers agree that they will negotiate in good faith amendments to the provisions of this Agreement that are directly affected by such Accounting Change with the intent of having the respective positions of Lenders and Borrowers after such Accounting Change conform as nearly as possible to their respective positions immediately before such Accounting Change took effect and, until any such amendments have been agreed upon and reasonably agreed to by Agent, the provisions in this Agreement shall be calculated as if no such Accounting Change had occurred. When used herein, the term "financial statements" shall include the notes and schedules thereto. Whenever the term "Parent", "Borrowers" is used in respect of a financial covenant or a related definition, it shall be understood to mean the Loan Parties and their Subsidiaries on a consolidated basis, unless the context clearly requires otherwise. Notwithstanding anything to the contrary contained herein, all financial statements delivered hereunder shall be prepared, and all financial covenants contained herein shall be calculated, without giving effect to any election under the Statement of Financial Accounting Standards Board's Accounting Standards Codification Topic 825 (or any similar accounting principle) permitting a Person to value its financial liabilities or Indebtedness at the fair value thereof.

1.3 UCC. Any terms used in this Agreement that are defined in the UCC, shall be construed and defined as set forth in the UCC unless otherwise defined herein; provided, that, to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 of the UCC shall govern.

1.4 Construction. Unless the context of this Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement or any other Loan Document refer to this Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any other Loan Document to (i) any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein), and (ii) any law, statute, rule or regulation shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such law (it being understood that nothing in this clause shall give retroactive effect to such consolidation, amendment, replacement, supplement or interpretation). 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. Any reference herein or in any other Loan Document to the satisfaction, repayment, or payment in full of the Obligations shall mean (a) the payment or repayment in full in immediately available funds of (i) the principal amount of, and interest accrued and unpaid with respect to, all outstanding Loans, together with the payment of any premium applicable to the repayment of the Loans, (ii) all Lender Group Expenses that have accrued and are unpaid regardless of whether demand has been made therefor, and (iii) all fees or charges that have accrued hereunder or under any other Loan Document (including the Letter of Credit Fee and the Unused Line Fee) and are unpaid, (b) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, (c) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization, (d) the receipt by Agent of cash collateral in order to secure any other contingent Obligations for which a claim or demand for payment has been made on or prior to such time or in respect of matters or circumstances known to Agent or a Lender at such time that are reasonably expected to result in any loss, cost, damage, or expense

(including attorneys' fees and legal expenses), such cash collateral to be in such amount as Agent reasonably determines is appropriate to secure such contingent Obligations, (e) the payment or repayment in full in immediately available funds of all other outstanding Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid, and (f) the termination of all of the Commitments of the Lenders. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

1.5 Time References. Unless the context of this Agreement or any other Loan Document clearly requires otherwise, all references to time of day refer to Central standard time or Central daylight saving time, as in effect in Dallas, Texas on such day. For purposes of the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to and including"; provided, that, with respect to a computation of fees or interest payable to Agent or any Lender, such period shall exclude the first day and include the last day so long as payment is received on or before the time specified in Section 2.4, but in any event consist of at least one (1) full day.

1.6 Schedules and Exhibits. All of the schedules and exhibits attached to this Agreement shall be deemed incorporated herein by reference.

1.7 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

1.8 Rates. Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Term SOFR Reference Rate, Term SOFR or any other Benchmark, any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative, successor or replacement rate thereto (including any then-current Benchmark or any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement), as it may or may not be adjusted pursuant to Section 2.12(d)(iii), will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Term SOFR Reference Rate, Term SOFR or any other Benchmark, prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. Agent and its affiliates or other related entities may engage in transactions that affect the calculation of the Term SOFR Reference Rate, Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto and such transactions may be adverse to a Borrower. Agent may select information sources or services in its reasonable discretion to ascertain the Term SOFR Reference Rate or Term SOFR, or any other Benchmark, any component definition thereof or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to any Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any

error or calculation of any such rate (or component thereof) provided by any such information source or service.

2. LOANS AND TERMS OF PAYMENT.

2.1 Revolving Loans.

(a) Subject to the terms and conditions of this Agreement, and during the term of this Agreement, each Lender agrees (severally, not jointly or jointly and severally) to make revolving loans ("Revolving Loans") to Borrowers in an amount at any one time outstanding not to exceed the lesser of:

(i) such Lender's Commitment, or

(ii) such Lender's Pro Rata Share of an amount equal to the lesser of:

(A) the amount equal to (1) the Maximum Credit, less (2) the Letter of Credit Usage at such time, and

(B) the amount equal to (1) the Borrowing Base as of such date, less (2) the Letter of Credit Usage at such time.

(b) Amounts borrowed pursuant to this Section 2.1 may be repaid and, subject to the terms and conditions of this Agreement, reborrowed at any time during the term of this Agreement. The outstanding principal amount of the Revolving Loans, together with interest accrued and unpaid thereon, shall constitute Obligations and shall be due and payable on the Maturity Date or, if earlier, on the date on which they otherwise become due and payable pursuant to the terms of this Agreement. Borrowers hereby jointly and severally promise to repay all amounts due hereunder with respect to the Revolving Loans.

(c) Anything to the contrary in this Section 2.1 notwithstanding, Agent shall have the right (but not the obligation) at any time, in the exercise of its Permitted Discretion, to establish and increase or decrease Reserves against the Borrowing Base or the Maximum Credit. The amount of any Reserve established by Agent, and any changes to the eligibility criteria set forth in the definitions of Eligible Accounts shall have a reasonable relationship to the event, condition, other circumstance, or fact that is the basis for such reserve or change in eligibility and shall not be duplicative of any other reserve established and currently maintained or eligibility criteria. To the extent that an event, condition or matter as to any Eligible Accounts is addressed pursuant to the treatment thereof within the applicable definition of such term, Agent shall not also establish a Reserve to address the same event, condition or matter.

2.2 Reserved.

2.3 Borrowing Procedures and Settlements.

(a) **Procedure for Borrowing Revolving Loans**. Each Borrowing shall be made by a written request by an Authorized Person delivered to Agent (which may be delivered through Agent's electronic platform or portal) and received by Agent no later than 11:00 a.m. (i) on the Business Day that is one (1) Business Day prior to the requested Funding Date in the case of a request for a Base Rate Loan, and (ii) on the U.S. Government Securities Business Day that is three (3) U.S. Government Securities Business Days prior to the requested Funding Date in the case of a request for a SOFR Loan, specifying (A) the amount of such Borrowing, and (B) the requested Funding Date (which shall be a Business Day); provided, that Agent may, in its sole discretion, elect to accept as timely requests that are received later than 11:00 a.m. on the applicable Business Day or U.S. Government Securities Business Day, as applicable. All Borrowing

requests which are not made on-line via Agent's electronic platform or portal shall be subject to (and unless Agent elects otherwise in the exercise of its sole discretion, such Borrowings shall not be made until the completion of) Agent's authentication process (with results satisfactory to Agent) prior to the funding of any such requested Revolving Loan.

(b) **[Reserved].**

(c) **Making of Revolving Loans**.

(i) After receipt of a request for a Borrowing pursuant to Section 2.3(a)(i), Agent shall notify the Lenders by telecopy, telephone, email, or other electronic form of transmission, of the requested Borrowing; such notification to be sent on the Business Day or U.S. Government Securities Business Day, as applicable, that is (A) in the case of a Base Rate Loan, at least one (1) Business Day prior to the requested Funding Date, or (B) in the case of a SOFR Loan, prior to 11:00 a.m. at least three (3) U.S. Government Securities Business Days prior to the requested Funding Date. If Agent has notified the Lenders of a requested Borrowing on the Business Day that is one (1) Business Day prior to the Funding Date, then each Lender shall make the amount of such Lender's Pro Rata Share of the requested Borrowing available to Agent in immediately available funds, to Agent's Account, not later than 10:00 a.m. on the Business Day that is the requested Funding Date. After Agent's receipt of the proceeds of such Revolving Loans from the Lenders, Agent shall make the proceeds thereof available to Borrowers on the applicable Funding Date by transferring immediately available funds equal to such proceeds received by Agent to the Designated Account; provided, that, subject to the provisions of Section 2.3(d)(ii), no Lender shall have an obligation to make any Revolving Loan, if (1) one or more of the applicable conditions precedent set forth in Section 3 will not be satisfied on the requested Funding Date for the applicable Borrowing unless such condition has been waived, or (2) as of the date of the requested Borrowing and after giving effect thereto, the Revolver Usage would exceed the lesser of the Borrowing Base or the Maximum Credit.

(ii) Unless Agent receives notice from a Lender prior to 9:30 a.m. on the Business Day that is the requested Funding Date relative to a requested Borrowing as to which Agent has notified the Lenders of a requested Borrowing that such Lender will not make available as and when required hereunder to Agent for the account of Borrowers the amount of that Lender's Pro Rata Share of the Borrowing, Agent may assume that each Lender has made or will make such amount available to Agent in immediately available funds on the Funding Date and Agent may (but shall not be so required), in reliance upon such assumption, make available to Borrowers a corresponding amount. If, on the requested Funding Date, any Lender shall not have remitted the full amount that it is required to make available to Agent in immediately available funds and if Agent has made available to Borrowers such amount on the requested Funding Date, then such Lender shall make the amount of such Lender's Pro Rata Share of the requested Borrowing available to Agent in immediately available funds, to Agent's Account, no later than 10:00 a.m. on the Business Day that is the first Business Day after the requested Funding Date (in which case, the interest accrued on such Lender's portion of such Borrowing for the Funding Date shall be for Agent's separate account). If any Lender shall not remit the full amount that it is required to make available to Agent in immediately available funds as and when required hereby and if Agent has made available to Borrowers such amount, then that Lender shall be obligated to immediately remit such amount to Agent, together with interest at the Defaulting Lender Rate for each day until the date on which such amount is so remitted. A notice submitted by Agent to any Lender with respect to amounts owing under this Section 2.3(c)(ii) shall be conclusive, absent manifest error. If the amount that a Lender is required to remit is made available to Agent, then such payment to Agent shall constitute such Lender's Revolving Loan for all purposes of this Agreement. If such amount is not made available to Agent on the Business Day following the Funding Date, Agent will notify Lead Borrower of such failure to fund and, upon demand by Agent, Borrowers shall pay such amount to Agent for Agent's account, together with interest thereon for each day elapsed since

the date of such Borrowing, at a rate per annum equal to the interest rate applicable at the time to the Revolving Loans composing such Borrowing.

(d) **Protective Advances and Optional Overadvances**.

(i) Any contrary provision of this Agreement or any other Loan Document notwithstanding, but subject to Section 2.3(d)(iv), at any time (A) after the occurrence and during the continuance of a Default or an Event of Default, or (B) that any of the other applicable conditions precedent set forth in Section 3 are not satisfied, Agent hereby is authorized by Borrowers and the Lenders, from time to time, in Agent's sole discretion, to make Revolving Loans to, or for the benefit of, Borrowers, on behalf of the Lenders, that Agent, in its Permitted Discretion, deems necessary or desirable (1) to preserve or protect the Collateral, or any portion thereof, or (2) to enhance the likelihood of repayment of the Obligations (other than the Bank Product Obligations) (the Revolving Loans described in this Section 2.3(d)(i) shall be referred to as "Protective Advances"). Notwithstanding the foregoing, the aggregate amount of all Protective Advances outstanding at any one time shall not exceed ten percent (10%) of the Maximum Credit.

(ii) Any contrary provision of this Agreement or any other Loan Document notwithstanding, but subject to Section 2.3(d)(iv), the Lenders hereby authorize Agent, and Agent may, but is not obligated to, knowingly and intentionally, continue to make Revolving Loans to Borrowers notwithstanding that an Overadvance exists or would be created thereby, so long as (A) after giving effect to such Revolving Loans, the outstanding Revolver Usage does not exceed the Borrowing Base by more than ten percent (10%) of the Maximum Credit, and (B) after giving effect to such Revolving Loans, the outstanding Revolver Usage (except for and excluding amounts charged to the Loan Account for interest, fees, or Lender Group Expenses) does not exceed the Maximum Credit. In the event Agent obtains actual knowledge that the Revolver Usage exceeds the amounts permitted by the immediately foregoing provisions, regardless of the amount of, or reason for, such excess, Agent shall notify the Lenders as soon as practicable (and prior to making any (or any additional) intentional Overadvances (except for and excluding amounts charged to the Loan Account for interest, fees, or Lender Group Expenses) unless Agent determines that prior notice would result in imminent harm to the Collateral or its value, in which case Agent may make such Overadvances and provide notice as promptly as practicable thereafter), and the Lenders thereupon shall, together with Agent, jointly determine the terms of arrangements that shall be implemented with Borrowers intended to reduce, within a reasonable time, the outstanding principal amount of the Revolving Loans to Borrowers to an amount permitted by the preceding sentence. In such circumstances, if any Lender with a Commitment objects to the proposed terms of reduction or repayment of any Overadvance, the terms of reduction or repayment thereof shall be implemented according to the determination of the Required Lenders. The foregoing provisions are meant for the benefit of the Lenders and Agent and are not meant for the benefit of Borrowers, which shall continue to be bound by the provisions of Section 2.4(e). Each Lender shall be obligated to settle with Agent as provided in Section 2.3(e) (or Section 2.3(g), as applicable) for the amount of such Lender's Pro Rata Share of any unintentional Overadvances by Agent reported to such Lender, any intentional Overadvances made as permitted under this Section 2.3(d)(ii), and any Overadvances resulting from the charging to the Loan Account of interest, fees, or Lender Group Expenses.

(iii) Each Protective Advance and each Overadvance (each, a "Special Advance") shall be deemed to be a Revolving Loan hereunder, except that no Special Advance shall be eligible to be a SOFR Loan and, prior to Settlement therefor, all payments on the Special Advances shall be payable to Agent solely for its own account. The Special Advances shall be repayable on demand, secured by Agent's Liens, constitute Obligations hereunder, and bear interest at the rate applicable from time to time to Revolving Loans that are Base Rate Loans. The provisions of this Section 2.3(d) are for the exclusive

benefit of Agent and the Lenders and are not intended to benefit Borrowers (or any other Loan Party) in any way.

(iv) Notwithstanding anything contained in this Agreement or any other Loan Document to the contrary: (A) no Special Advance may be made by Agent if such Special Advance would cause the aggregate principal amount of Special Advances outstanding to exceed an amount equal to ten percent (10%) of the Maximum Credit; and (B) to the extent that the making of any Special Advance causes the aggregate Revolver Usage to exceed the Maximum Credit, such portion of such Special Advance shall be for Agent's sole and separate account and not for the account of any Lender and shall be entitled to priority in repayment in accordance with Section 2.4(b).

(e) **Settlement**. It is agreed that each Lender's funded portion of the Revolving Loans is intended by the Lenders to equal, at all times, such Lender's Pro Rata Share of the outstanding Revolving Loans. Such agreement notwithstanding, Agent, and the other Lenders agree (which agreement shall not be for the benefit of Borrowers) that in order to facilitate the administration of this Agreement and the other Loan Documents, settlement among the Lenders as to the Revolving Loans (including Special Advances) shall take place on a periodic basis in accordance with the following provisions:

(i) Agent shall request settlement ("Settlement") with the Lenders on a weekly basis, or on a more frequent basis if so determined by Agent in its sole discretion (A) for itself, with respect to the outstanding Special Advances, and (B) with respect to any Loan Party's or any of their Subsidiaries' payments or other amounts received, as to each by notifying the Lenders by telecopy, telephone, or other similar form of transmission, of such requested Settlement, no later than 2:00 p.m. on the Business Day immediately prior to the date of such requested Settlement (the date of such requested Settlement being the "Settlement Date"). Such notice of a Settlement Date shall include a summary statement of the amount of outstanding Revolving Loans (including Special Advances) for the period since the prior Settlement Date. Subject to the terms and conditions contained herein (including Section 2.3(g)): (1) if the amount of the Revolving Loans (including Special Advances) made by a Lender that is not a Defaulting Lender exceeds such Lender's Pro Rata Share of the Revolving Loans (including Special Advances) as of a Settlement Date, then Agent shall, by no later than 12:00 p.m. on the Settlement Date, transfer in immediately available funds to a Deposit Account of such Lender (as such Lender may designate), an amount such that each such Lender shall, upon receipt of such amount, have as of the Settlement Date, its Pro Rata Share of the Revolving Loans (including Special Advances), and (2) if the amount of the Revolving Loans (including Special Advances) made by a Lender is less than such Lender's Pro Rata Share of the Revolving Loans (including Special Advances) as of a Settlement Date, such Lender shall no later than 12:00 p.m. on the Settlement Date transfer in immediately available funds to the Agent's Account, an amount such that each such Lender shall, upon transfer of such amount, have as of the Settlement Date, its Pro Rata Share of the Revolving Loans (including Special Advances). Such amounts made available to Agent under clause (2) of the immediately preceding sentence shall be applied against the amounts of the applicable Special Advances shall constitute Revolving Loans of such Lenders. If any such amount is not made available to Agent by any Lender on the Settlement Date applicable thereto to the extent required by the terms hereof, Agent shall be entitled to recover for its account such amount on demand from such Lender together with interest thereon at the Defaulting Lender Rate.

(ii) In determining whether a Lender's balance of the Revolving Loans (including Special Advances) is less than, equal to, or greater than such Lender's Pro Rata Share of the Revolving Loans (including Special Advances) as of a Settlement Date, Agent shall, as part of the relevant Settlement, apply to such balance the portion of payments actually received in good funds by Agent with respect to principal, interest, fees payable by Borrowers and allocable to the Lenders hereunder, and proceeds of Collateral.

(iii) Between Settlement Dates, Agent, to the extent Special Advances are outstanding, may pay over to Agent, as applicable, any payments or other amounts received by Agent, that in accordance with the terms of this Agreement would be applied to the reduction of the Revolving Loans, for application to the Special Advances. During the period between Settlement Dates, Agent with respect to Special Advances, and each Lender with respect to the Revolving Loans, shall be entitled to interest at the applicable rate or rates payable under this Agreement on the daily amount of funds employed by Agent, or the Lenders, as applicable.

(iv) Anything in this Section 2.3(e) to the contrary notwithstanding, in the event that a Lender is a Defaulting Lender, Agent shall be entitled to refrain from remitting settlement amounts to the Defaulting Lender and, instead, shall be entitled to elect to implement the provisions set forth in Section 2.3(g).

(f) **Notation**. Consistent with Section 13.1, Agent, as a non-fiduciary agent for Borrowers, shall maintain a register showing the principal amount and stated interest of the Revolving Loans owing to each Lender, including Special Advances owing to Agent, and the interests therein of each Lender, from time to time and such register shall, absent manifest error, conclusively be presumed to be correct and accurate.

(g) **Defaulting Lenders**.

(i) Notwithstanding the provisions of Section 2.4(b)(iii), Agent shall not be obligated to transfer to a Defaulting Lender any payments made by Borrowers to Agent for the Defaulting Lender's benefit or any proceeds of Collateral that would otherwise be remitted hereunder to the Defaulting Lender, and, in the absence of such transfer to the Defaulting Lender, Agent shall transfer any such payments (A) first, to Agent to the extent of any Special Advances that were made by Agent and that were required to be, but were not, paid by Defaulting Lender, (B) second, to Issuing Bank, to the extent of the portion of a Letter of Credit Disbursement that was required to be, but was not, paid by the Defaulting Lender, (C) third, to each Non-Defaulting Lender ratably in accordance with their Commitments (but, in each case, only to the extent that such Defaulting Lender's portion of a Revolving Loan (or other funding obligation) was funded by such other Non-Defaulting Lender), (D) fourth, in Agent's sole discretion, to a suspense account maintained by Agent, the proceeds of which shall be retained by Agent and may be made available to be re-advanced to or for the benefit of Borrowers (upon the request of Borrowers and subject to the conditions set forth in Section 3.2) as if such Defaulting Lender had made its portion of Revolving Loans (or other funding obligations) hereunder, and (E) fifth, from and after the date on which all other Obligations have been paid in full, to such Defaulting Lender in accordance with tier (M) of Section 2.4(b)(iii). Subject to the foregoing, Agent may hold and, in its discretion, re-lend to Borrowers for the account of such Defaulting Lender the amount of all such payments received and retained by Agent for the account of such Defaulting Lender. Solely for the purposes of voting or consenting to matters with respect to the Loan Documents (including the calculation of Pro Rata Share in connection therewith) and for the purpose of calculating the fee payable under Section 2.10(b), such Defaulting Lender shall be deemed not to be a "Lender" and such Lender's Commitment shall be deemed to be zero; provided, that, the foregoing shall not apply to any of the matters governed by Section 14.1(a)(i) through (iii). The provisions of this Section 2.3(g) shall remain effective with respect to such Defaulting Lender until the earlier of (1) the date on which all of the Non-Defaulting Lenders, Agent, Issuing Bank, and Borrowers shall have waived, in writing, the application of this Section 2.3(g) to such Defaulting Lender, or (2) the date on which such Defaulting Lender makes payment of all amounts that it was obligated to fund hereunder, pays to Agent all amounts owing by Defaulting Lender in respect of the amounts that it was obligated to fund hereunder, and, if requested by Agent, provides adequate assurance of its ability to perform its future obligations hereunder (on which earlier date, so long as no Event of Default has occurred and is continuing, any remaining cash collateral held by Agent pursuant to Section 2.3(g)(ii) shall be released to Borrowers). The operation of this Section

2.3(g) shall not be construed to increase or otherwise affect the Commitment of any Lender, to relieve or excuse the performance by such Defaulting Lender or any other Lender of its duties and obligations hereunder, or to relieve or excuse the performance by any Borrower of its duties and obligations hereunder to Agent, Issuing Bank, or to the Lenders other than such Defaulting Lender. Any failure by a Defaulting Lender to fund amounts that it was obligated to fund hereunder shall constitute a material breach by such Defaulting Lender of this Agreement and shall entitle Borrowers, at their option, upon written notice to Agent, to arrange for a substitute Lender to assume the Commitment of such Defaulting Lender, such substitute Lender to be reasonably acceptable to Agent. In connection with the arrangement of such a substitute Lender, the Defaulting Lender shall have no right to refuse to be replaced hereunder, and agrees to execute and deliver a completed form of Assignment and Acceptance in favor of the substitute Lender (and agrees that it shall be deemed to have executed and delivered such document if it fails to do so) subject only to being paid its share of the outstanding Obligations (other than Bank Product Obligations, but including (1) all interest, fees, and other amounts that may be due and payable in respect thereof, and (2) an assumption of its Pro Rata Share of its participation in the Letters of Credit); provided, that, any such assumption of the Commitment of such Defaulting Lender shall not be deemed to constitute a waiver of any of the Lender Groups' or Borrowers' rights or remedies against any such Defaulting Lender arising out of or in relation to such failure to fund. In the event of a direct conflict between the priority provisions of this Section 2.3(g) and any other provision contained in this Agreement or any other Loan Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.3(g) shall control and govern.

(ii) If any Letter of Credit is outstanding at the time that a Lender becomes a Defaulting Lender then:

(A) such Defaulting Lender's Letter of Credit Exposure shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Pro Rata Shares but only to the extent (1) the sum of all Non-Defaulting Lenders' Pro Rata Share of Revolver Usage plus such Defaulting Lender's Letter of Credit Exposure does not exceed the total of all Non-Defaulting Lenders' Commitments and (2) the conditions set forth in Section 3.2 are satisfied at such time;

(B) if the reallocation described in clause (A) above cannot, or can only partially, be effected, Borrowers shall within one Business Day following notice by the Agent cash collateralize such Defaulting Lender's Letter of Credit Exposure, pursuant to a cash collateral agreement to be entered into in form and substance reasonably satisfactory to the Agent, for so long as such Letter of Credit Exposure is outstanding; provided, that, Borrowers shall not be obligated to cash collateralize any Defaulting Lender's Letter of Credit Exposure if such Defaulting Lender is also Issuing Bank;

(C) if Borrowers cash collateralize any portion of such Defaulting Lender's Letter of Credit Exposure pursuant to this Section 2.3(g)(ii), Borrowers shall not be required to pay any Letter of Credit Fees to Agent for the account of such Defaulting Lender pursuant to Section 2.6(b) with respect to such cash collateralized portion of such Defaulting Lender's Letter of Credit Exposure during the period such Letter of Credit Exposure is cash collateralized;

(D) to the extent the Letter of Credit Exposure of the Non-Defaulting Lenders is reallocated pursuant to this Section 2.3(g)(ii), then the Letter of Credit Fees payable to the Non-Defaulting Lenders pursuant to Section 2.6(b) shall be adjusted in accordance with such Non-Defaulting Lenders' Letter of Credit Exposure;

(E) to the extent any Defaulting Lender's Letter of Credit Exposure is neither cash collateralized nor reallocated pursuant to this Section 2.3(g)(ii), then, without prejudice to any rights or

remedies of Issuing Bank or any Lender hereunder, all Letter of Credit Fees that would have otherwise been payable to such Defaulting Lender under Section 2.6(b) with respect to such portion of such Letter of Credit Exposure shall instead be payable to Issuing Bank until such portion of such Defaulting Lender's Letter of Credit Exposure is cash collateralized or reallocated;

(F) so long as any Lender is a Defaulting Lender, Issuing Bank shall not be required to issue, amend, or increase any Letter of Credit, in each case, to the extent (x) the Defaulting Lender's Pro Rata Share of Letter of Credit cannot be reallocated pursuant to this Section 2.3(g)(ii), or (y) the Issuing Bank has not otherwise entered into arrangements reasonably satisfactory to the Issuing Bank and Borrowers to eliminate the Issuing Bank's risk with respect to the Defaulting Lender's participation in Letters of Credit; and

(G) Agent may release any cash collateral provided by Borrowers pursuant to this Section 2.3(g)(ii) to Issuing Bank and Issuing Bank may apply any such cash collateral to the payment of such Defaulting Lender's Pro Rata Share of any Letter of Credit Disbursement that is not reimbursed by Borrowers pursuant to Section 2.11(d). Subject to Section 17.14, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(h) **Independent Obligations**. All Revolving Loans (other than Special Advances) shall be made by the Lenders contemporaneously and in accordance with their Pro Rata Shares. It is understood that (i) no Lender shall be responsible for any failure by any other Lender to perform its obligation to make any Revolving Loan (or other extension of credit) hereunder, nor shall any Commitment of any Lender be increased or decreased as a result of any failure by any other Lender to perform its obligations hereunder, and (ii) no failure by any Lender to perform its obligations hereunder shall excuse any other Lender from its obligations hereunder.

(i) **Loan Management Service.** If Borrowers and Agent have separately agreed that Borrowers may use the Loan Management Service (and such agreement is still in effect), Borrowers shall not request and Agent shall no longer honor a request for a Borrowing made in accordance with Section 2.3(a), and all Borrowings will instead be initiated by Agent and credited to the applicable Designated Account as Borrowings as of the end of each Business Day in an amount sufficient to maintain an agreed upon ledger balance in the applicable Designated Account, subject only to the limitations provided in Section 2.1. If Agent terminates Borrowers' access to the Loan Management Service, Borrowers may continue to request Borrowings as provided in Section 2.3(a), subject to the other terms and conditions of this Agreement. Agent shall have no obligation to make a Borrowing through the Loan Management Service after the occurrence and during the continuance of a Default or an Event of Default, or in an amount in excess of the limitations provided in Section 2.1, and may terminate the Loan Management Service at any time in its sole discretion.

2.4 Payments; Reductions of Commitments; Prepayments.

(a) **Payments by Borrowers**.

(i) Except as otherwise expressly provided herein, all payments by Borrowers shall be made to Agent's Account for the account of the Lender Group and shall be made in immediately available funds, no later than 1:30 p.m. on the date specified herein; provided that, for the avoidance of doubt, any payments deposited into a Controlled Account (as defined in the Guaranty and Security Agreement) shall be deemed not to be received by Agent on any Business Day unless immediately available funds have been credited to Agent's Account prior to 1:30 p.m. on such Business Day. Any payment received by Agent

later than 1:30 p.m. shall be deemed to have been received (unless Agent, in its sole discretion, elects to credit it on the date received) on the following Business Day and any applicable interest or fee shall continue to accrue until such following Business Day.

(ii) Unless Agent receives notice from Borrowers prior to the date on which any payment is due to the Lenders that Borrowers will not make such payment in full as and when required, Agent may assume that Borrowers have made (or will make) such payment in full to Agent on such date in immediately available funds and Agent may (but shall not be so required), in reliance upon such assumption, distribute to each Lender on such due date an amount equal to the amount then due such Lender. If and to the extent Borrowers do not make such payment in full to Agent on the date when due, each Lender severally shall repay to Agent on demand such amount distributed to such Lender, together with interest thereon at the Defaulting Lender Rate for each day from the date such amount is distributed to such Lender until the date repaid.

(b) **Apportionment and Application**.

(i) So long as no Application Event has occurred and is continuing and except as otherwise provided herein with respect to Defaulting Lenders, all principal and interest payments received by Agent shall be apportioned ratably among the Lenders (according to the unpaid principal balance of the Obligations to which such payments relate held by each Lender) and all payments of fees and expenses received by Agent (other than fees or expenses that are for Agent's separate account or for the separate account of Issuing Bank) shall be apportioned ratably among the Lenders having a Pro Rata Share of the type of Commitment or Obligation to which a particular fee or expense relates.

(ii) Subject to Section 2.4(b)(v) and Section 2.4(e), all payments to be made hereunder by Borrowers shall be remitted to Agent and all such payments, and all proceeds of Collateral received by Agent, shall be applied, so long as no Application Event has occurred and is continuing and except as otherwise provided herein with respect to Defaulting Lenders, to reduce the balance of the Revolving Loans outstanding and, thereafter, to Borrowers (to be wired to the Designated Account) or such other Person entitled thereto under applicable law.

(iii) At any time that an Application Event has occurred and is continuing and except as otherwise provided herein with respect to Defaulting Lenders, all payments remitted to Agent and all proceeds of Collateral received by Agent shall be applied as follows:

(A) first, to pay any Lender Group Expenses (including cost or expense reimbursements) or indemnities then due to Agent under the Loan Documents and to pay interest and principal on Special Advances that are held solely by Agent pursuant to the terms of Section 2.3(d)(iv), until paid in full,

(B) second, to pay any fees or premiums then due to Agent under the Loan Documents, until paid in full,

(C) third, to pay interest due in respect of all Protective Advances, until paid in full,

(D) fourth, to pay the principal of all Protective Advances, until paid in full,

(E) fifth, ratably, to pay any Lender Group Expenses (including cost or expense reimbursements) or indemnities then due to any of Lenders under the Loan Documents, until paid in full,

(F) sixth, ratably, to pay any fees or premiums then due to any of Lenders under the Loan Documents, until paid in full,

(G) [Reserved],

(H) [Reserved],

(I) ninth, ratably, to pay interest accrued in respect of the Revolving Loans (other than Protective Advances), until paid in full,

(J) tenth, ratably

(1) ratably, to pay the principal of all Revolving Loans, until paid in full,

(2) to Agent, to be held by Agent, for the benefit of Issuing Bank (and for the ratable benefit of each of t Lenders that have an obligation to pay to Agent, for the account of Issuing Bank, a share of each Letter of Credit Disbursement), as cash collateral in an amount up to one hundred five percent (105%) of the Letter of Credit Usage (to the extent permitted by applicable law, such cash collateral shall be applied to the reimbursement of any Letter of Credit Disbursement as and when such disbursement occurs and, if a Letter of Credit expires undrawn, the cash collateral held by Agent in respect of such Letter of Credit shall, to the extent permitted by applicable law, be reapplied pursuant to this Section 2.4(b)(iii), beginning with tier (A) hereof),

(3) up to the amount (after taking into account any amounts previously paid pursuant to this clause (3) during the continuation of the applicable Application Event) of the most recently established Bank Product Reserve to (y) the Bank Product Providers based upon amounts then certified by the applicable Bank Product Provider to Agent (in form and substance satisfactory to Agent) to be due and payable to such Bank Product Providers on account of Bank Product Obligations of Borrowers, and (z) with any balance to be paid to Agent, to be held by Agent, for the ratable benefit of the Bank Product Providers, as cash collateral, which cash collateral may be released by Agent to the applicable Bank Product Provider and applied by such Bank Product Provider to the payment or reimbursement of any amounts due and payable with respect to Bank Product Obligations owed by any Loan Party to the applicable Bank Product Provider as and when such amounts first become due and payable and, if and at such time as all such Bank Product Obligations are paid or otherwise satisfied in full, the cash collateral held by Agent in respect of such Bank Product Obligations shall be reapplied pursuant to this Section 2.4(b)(iii), beginning with tier (A) hereof,

(K) eleventh, to pay any other Obligations other than Obligations owed to Defaulting Lenders (including being paid, ratably, to the Bank Product Providers on account of all amounts then due and payable in respect of Bank Product Obligations, with any balance to be paid to Agent, to be held by Agent, for the ratable benefit of the Bank Product Providers, as cash collateral (which cash collateral may be released by Agent to the applicable Bank Product Provider and applied by such Bank Product Provider to the payment or reimbursement of any amounts due and payable with respect to Bank Product Obligations owed to the applicable Bank Product Provider as and when such amounts first become due and payable and, if and at such time as all such Bank Product Obligations are paid or otherwise satisfied in full, the cash collateral held by Agent in respect of such Bank Product Obligations shall be reapplied pursuant to this Section 2.4(b)(iii), beginning with tier (A) hereof),

(L) twelfth, ratably to pay any Obligations owed to Defaulting Lenders; and

(M) thirteenth, to Borrowers (to be wired to the Designated Account) or such other Person entitled thereto under applicable law.

(iv) Agent promptly shall distribute to each Lender, pursuant to the applicable wire instructions received from each Lender in writing, such funds as it may be entitled to receive, subject to a Settlement delay as provided in Section 2.3(e).

(v) In each instance, so long as no Application Event has occurred and is continuing, Section 2.4(b)(iii) shall not apply to any payment made by Borrowers to Agent and specified by Lead Borrower to be for the payment of specific Obligations then due and payable (or prepayable) under any provision of this Agreement or any other Loan Document.

(vi) For purposes of Section 2.4(b)(iii), "paid in full" of a type of Obligation means payment in cash or immediately available funds of all amounts owing on account of such type of Obligation, including interest accrued after the commencement of any Insolvency Proceeding, default interest, interest on interest, and expense reimbursements, irrespective of whether any of the foregoing would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(vii) In the event of a direct conflict between the priority provisions of this Section 2.4 and any other provision contained in this Agreement or any other Loan Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, if the conflict relates to the provisions of Section 2.3(g) and this Section 2.4, then the provisions of Section 2.3(g) shall control and govern, and if otherwise, then the terms and provisions of this Section 2.4 shall control and govern.

(c) **Reduction of Commitments**. The Commitments shall terminate on the Maturity Date or earlier termination thereof pursuant to the terms of this Agreement. Borrowers may reduce the Commitments, without premium or penalty, to an amount (which may be zero) not less than the sum of (i) the Revolver Usage as of such date, plus (ii) the principal amount of all Revolving Loans not yet made as to which a request has been given by Borrowers under Section 2.3(a), plus (iii) the amount of all Letters of Credit not yet issued as to which a request has been given by Borrowers pursuant to Section 2.11(a). Each such reduction shall be in an amount which is not less than $5,000,000 (unless the Commitments are being reduced to zero and the amount of the Commitments in effect immediately prior to such reduction are less than $5,000,000), shall be made by providing not less than ten (10) Business Days prior written notice to Agent, and shall be irrevocable. The Commitments, once reduced, may not be increased. Each such reduction of the Commitments shall reduce the Commitments of each Lender proportionately in accordance with its ratable share thereof. In connection with any reduction in the Commitments prior to the Maturity Date, if any Loan Party or any of its Subsidiaries owns any Margin Stock, Borrowers shall deliver to Agent an updated Form U-1 (with sufficient additional originals thereof for each Lender), duly executed and delivered by the Borrowers, together with such other documentation as Agent shall reasonably request, in order to enable Agent and the Lenders to comply with any of the requirements under Regulations T, U or X of the Federal Reserve Board.

(d) **Optional Prepayments**. Borrowers may prepay the principal of any Revolving Loan at any time in whole or in part, without premium or penalty.

(e) **Mandatory Prepayments**.

(i) **Borrowing Base**. If, at any time, (A) the Revolver Usage on such date exceeds (B) the lesser of (1) the Borrowing Base as then in effect, or (2) the Maximum Credit, then Borrowers shall

promptly, but in any event within two (2) Business Days of the earlier of (1) any Borrower having knowledge after due inquiry of the existence thereof; or (2) receiving notice of the existence thereof, prepay in accordance with Section 2.4(f)(i) an aggregate amount equal to the amount of such excess, without premium or penalty.

(ii) **Equity Cure.** Within one (1) Business Day after the date of receipt by any Loan Party of the proceeds of any Specified Equity Contribution pursuant to Section 7.2, Borrowers shall prepay or repay the Obligations in accordance with Section 2.4(f) in an amount equal to one hundred percent (100%) of such proceeds.

(iii) **Collections**. If a Cash Dominion Event has occurred and is continuing and subject to the terms of the Intercreditor Agreement, all proceeds of Collateral will be applied to prepay the Obligations in accordance with Section 2.4(f).

(f) **Application of Payments**. Each prepayment pursuant to Section 2.4(e) shall, (i) so long as no Application Event shall have occurred and be continuing, be applied, first, to the outstanding principal amount of the Revolving Loans until paid in full, and second, to cash collateralize the Letters of Credit in an amount equal to one hundred five percent (105%) of the then outstanding Letter of Credit Usage, and (ii) if an Application Event shall have occurred and be continuing, be applied in the manner set forth in Section 2.4(b)(iii).

2.5 Promise to Pay; Promissory Notes.

(a) **Promise to Pay**. Borrowers jointly and severally agree to pay Lender Group Expenses incurred promptly and, in any event, within three (3) Business Days of receipt of notice thereof by Agent (it being acknowledged and agreed that any charging of such costs, expenses or Lender Group Expenses to any Loan Account pursuant to the provisions of Section 2.6(d) shall be deemed to constitute notice by Agent and prompt payment by Borrowers for the purposes of this Section 2.5(a)). Borrowers jointly and severally promise to pay all of the Obligations (including principal, interest, premiums, if any, fees, costs, and expenses (including Lender Group Expenses)) in full on the Maturity Date or, if earlier, on the date on which such Obligations (other than the Bank Product Obligations) become due and payable pursuant to the terms of this Agreement. Borrowers agree that their obligations contained in the first sentence of this Section 2.5(a) shall survive payment or satisfaction in full of all other Obligations.

(b) **Promissory Notes**. Any Lender may request that any portion of its Commitments or the Loans made by it be evidenced by one or more promissory notes. In such event, Borrowers shall execute and deliver to such Lender the requested promissory notes payable to such Lender or its registered assigns in a form furnished by Agent and reasonably satisfactory to Borrowers. Thereafter, the portion of the Commitments and Loans evidenced by such promissory notes and interest thereon shall at all times be represented by one or more promissory notes in such form payable to the payee named therein or its registered assigns.

2.6 Interest Rates and Letter of Credit Fee: Rates, Payments, and Calculations.

(a) **Interest Rates**. Except as provided in Section 2.6(c), all Obligations (except for undrawn Letters of Credit) that have been charged to the Loan Account pursuant to the terms hereof shall bear interest on the Daily Balance thereof as follows:

(i) if the relevant Obligation is a SOFR Loan, at a per annum rate equal to Term SOFR plus the SOFR Margin, and

(ii) otherwise, at a per annum rate equal to the Base Rate plus the Base Rate Margin.

(b) **Letter of Credit Fee**. Subject to Section 2.6(c), Borrowers shall pay Agent (for the ratable benefit of the Lenders), a Letter of Credit fee (the "Letter of Credit Fee") (which fee shall be in addition to the fronting fees and commissions, other fees, charges and expenses set forth in Section 2.11(k)) that shall accrue at a per annum rate equal to the SOFR Margin times the average amount of the Letter of Credit Usage during the immediately preceding month.

(c) **Default Rate**. Upon the occurrence and during the continuation of an Event of Default and at the election of Agent or Required Lenders,

(i) all Obligations (except for undrawn Letters of Credit) that have been charged to any Loan Account pursuant to the terms hereof shall bear interest on the Daily Balance thereof at a per annum rate equal to two (2) percentage points above the per annum rate otherwise applicable hereunder, and

(ii) the Letter of Credit Fees shall be increased to two (2) percentage points above the per annum rate otherwise applicable hereunder.

(d) **Payment**. Except to the extent provided to the contrary in Section 2.10, Section 2.11(k) or Section 2.12(a), (i) all interest and all other fees payable hereunder or under any of the other Loan Documents (other than Letter of Credit Fees) shall be due and payable, in arrears, on the first day of each month, (ii) all Letter of Credit Fees payable hereunder, and all fronting fees and all commissions, other fees, charges and expenses provided for in Section 2.11(k) shall be due and payable, in arrears, on the first Business Day of each month, and (iii) all costs and expenses payable hereunder or under any of the other Loan Documents, and all other Lender Group Expenses shall be due and payable on the earlier of (A) the first day of the month following the date on which the applicable costs, expenses, or Lender Group Expenses were first incurred, or (B) the date on which demand therefor is made by Agent (it being acknowledged and agreed that any charging of such costs, expenses or Lender Group Expenses to the Loan Account pursuant to the provisions of the following sentence shall be deemed to constitute a demand for payment thereof for the purposes of this subclause (B)). Borrowers hereby authorize Agent, from time to time without prior notice to Borrowers, to charge to the Loan Account (A) on the first day of each month, all interest accrued during the prior month on the Revolving Loans, (B) on the first Business Day of each month, all Letter of Credit Fees accrued or chargeable hereunder during the prior month, (C) as and when incurred or accrued, all fees and costs provided for in Section 2.10(a) or (c), (D) on the first day of each month, the Unused Line Fee accrued during the prior month pursuant to Section 2.10(b), (E) as and when due and payable, all other fees payable hereunder or under any of the other Loan Documents, (F) as and when incurred or accrued, all other Lender Group Expenses, and (G) as and when due and payable all other payment obligations payable under any Loan Document or any Bank Product Agreement (including any amounts due and payable to the Bank Product Providers in respect of Bank Products). All amounts (including interest, fees, costs, expenses, Lender Group Expenses, or other amounts payable hereunder or under any other Loan Document or under any Bank Product Agreement) charged to the Loan Account shall thereupon constitute Revolving Loans hereunder, shall constitute Obligations hereunder, and shall initially accrue interest at the rate then applicable to Revolving Loans that are Base Rate Loans (unless and until converted into SOFR Loans in accordance with the terms of this Agreement).

(e) **Computation**. All interest and fees chargeable under the Loan Documents shall be computed on the basis of a 360 day year, in each case, for the actual number of days elapsed in the period during which the interest or fees accrue. In the event the Base Rate is changed from time to time hereafter, the rates of interest hereunder based upon the Base Rate automatically and immediately shall be increased or decreased by an amount equal to such change in the Base Rate.

(f) **Intent to Limit Charges to Maximum Lawful Rate**. In no event shall the interest rate or rates payable under this Agreement, plus any other amounts paid in connection herewith, exceed the highest rate permissible under any law that a court of competent jurisdiction shall, in a final determination, deem applicable. Borrowers and the Lender Group, in executing and delivering this Agreement, intend legally to agree upon the rate or rates of interest and manner of payment stated within it; provided, that, anything contained herein to the contrary notwithstanding, if such rate or rates of interest or manner of payment exceeds the maximum allowable under applicable law, then, ipso facto, as of the date of this Agreement, Borrowers are and shall be liable only for the payment of such maximum amount as is allowed by law, and payment received from Borrowers in excess of such legal maximum, whenever received, shall be applied to reduce the principal balance of the Obligations to the extent of such excess.

(g) **Term SOFR Conforming Changes**. In connection with the use or administration of Term SOFR, Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. Agent will promptly notify Administrative Borrower and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

2.7 Crediting Payments. The receipt of any payment item by Agent shall not be required to be considered a payment on account unless such payment item is a wire transfer of immediately available funds made to Agent's Account or unless and until such payment item is honored when presented for payment. Should any payment item not be honored when presented for payment, then Borrowers shall be deemed not to have made such payment. Anything to the contrary contained herein notwithstanding, any payment item shall be deemed received by Agent only if it is received into Agent's Account on a Business Day on or before 1:30 p.m. If any payment item is received into Agent's Account on a non-Business Day or after 1:30 p.m. on a Business Day (unless Agent, in its sole discretion, elects to credit it on the date received), it shall be deemed to have been received by Agent as of the opening of business on the immediately following Business Day.

2.8 Designated Account. Agent is authorized to make the Revolving Loans, and Issuing Bank is authorized to issue the Letters of Credit, under this Agreement based upon telephonic or other instructions received from anyone purporting to be an Authorized Person or, without instructions, if pursuant to Section 2.6(d). Borrowers agree to establish and maintain the Designated Account with the Designated Account Bank for the purpose of receiving the proceeds of the Revolving Loans requested by Borrowers and made by Agent or the Lenders hereunder. Unless otherwise agreed by Agent and Borrowers, any Revolving Loan requested by Borrowers and made by Agent or the Lenders hereunder shall be made to the Designated Account.

2.9 Maintenance of Loan Account; Statements of Obligations. Agent shall maintain an account on its books in the name of Borrowers (the "Loan Account") on which Borrowers will be charged with all Revolving Loans (including Special Advances) made by Agent or the Lenders to Borrowers or for Borrowers' account, the Letters of Credit issued or arranged by Issuing Bank for Borrowers' account, and with all other payment Obligations hereunder or under the other Loan Documents, including, accrued interest, fees and expenses, and Lender Group Expenses. In accordance with Section 2.7, the Loan Account will be credited with all payments received by Agent from Borrowers or for Borrowers' account. Agent shall make available to Borrowers monthly statements regarding the Loan Account, including the principal amount of the Revolving Loans, interest accrued hereunder, fees accrued or charged hereunder or under the other Loan Documents, and a summary itemization of all charges and expenses constituting Lender Group Expenses accrued hereunder or under the other Loan Documents, and each such statement, absent manifest error, shall be conclusively presumed to be correct and accurate and constitute an account stated between

Borrowers and the Lender Group unless, within thirty (30) days after Agent first makes such a statement available to Borrowers, Borrowers shall deliver to Agent written objection thereto describing the error or errors contained in such statement.

2.10 Fees.

(a) **Agent Fees**. Borrowers shall, and hereby jointly and severally agree to, pay to Agent, for the account of Agent, as and when due and payable under the terms of the Fee Letter, the fees set forth in the Fee Letter.

(b) **Unused Line Fee**. Borrowers shall, and hereby jointly and severally agree to, pay to Agent, for the ratable account of Lenders, an unused line fee (the "Unused Line Fee") in an amount equal to the 0.375% (or 0.25% at any time when Revolver Usage is greater fifty percent (50%) of the Maximum Credit) per annum times the result of (i) the Maximum Credit, less (ii) the average daily amount of the Revolver Usage during the immediately preceding month (or portion thereof), which Unused Line Fee shall be due and payable in arrears on the first day of each month from and after the Closing Date up to the first day of the month prior to the date on which the Obligations are paid in full and on the date on which the Obligations are paid in full.

(c) **Field Examination and Other Fees**. Borrowers shall pay to Agent, subject to the limitations set forth in Section 5.7, field examination fees and charges, as and when incurred or chargeable, as follows (i) a fee of at Agent's then-standard rate per day, per field examiner, plus documented out-of-pocket expenses (including travel, meals, and lodging) for each field examination of Borrowers performed by personnel employed by Agent and (ii) the documented fees or charges paid or incurred by Agent if it elects to employ the services of one or more third Persons to perform field examinations of Loan Parties, to establish electronic collateral reporting systems, to appraise the Collateral, or any portion thereof, or to assess Borrowers' business valuation. All amounts due and owing under this clause (c) shall constitute part of the Obligations.

2.11 Letters of Credit.

(a) Subject to the terms and conditions of this Agreement, upon the request of Borrowers made in accordance herewith, and prior to the Maturity Date, Issuing Bank agrees to issue requested standby Letters of Credit or sight commercial Letters of Credit for the account of Borrowers. By submitting a request to Issuing Bank for the issuance of a Letter of Credit, Borrowers shall be deemed to have requested that Issuing Bank issue the requested Letter of Credit. Each request for the issuance of a Letter of Credit, or the amendment, renewal, or extension of any outstanding Letter of Credit, shall be (i) irrevocable and made in writing by an Authorized Person, (ii) delivered to Agent and Issuing Bank via telefacsimile or other electronic method of transmission reasonably acceptable to Agent and Issuing Bank and reasonably in advance of the requested date of issuance, amendment, renewal, or extension, and (iii) subject to Issuing Bank's authentication procedures with results satisfactory to Issuing Bank. Each such request shall be in form and substance reasonably satisfactory to Agent and Issuing Bank and (i) shall specify (A) the amount of such Letter of Credit, (B) the date of issuance, amendment, renewal, or extension of such Letter of Credit, (C) the proposed expiration date of such Letter of Credit, (D) the name and address of the beneficiary of the Letter of Credit, and (E) such other information (including, the conditions to drawing, and, in the case of an amendment, renewal, or extension, identification of the Letter of Credit to be so amended, renewed, or extended) as shall be necessary to prepare, amend, renew, or extend such Letter of Credit, and (ii) shall be accompanied by such Issuer Documents as Agent or Issuing Bank may request or require, to the extent that such requests or requirements are consistent with the Issuer Documents that Issuing Bank generally requests for Letters of Credit in similar circumstances. Issuing Bank's records of the content of any such request will be conclusive. Anything contained herein to the contrary notwithstanding, Issuing Bank may,

but shall not be obligated to, issue a Letter of Credit that supports the obligations of a Loan Party or one of its Subsidiaries in respect of (x) a lease of real property to the extent that the face amount of such Letter of Credit exceeds the highest rent (including all rent-like charges) payable under such lease for a period of one year, or (y) an employment contract to the extent that the face amount of such Letter of Credit exceeds the highest compensation payable under such contract for a period of one year.

(b) Issuing Bank shall have no obligation to issue a Letter of Credit if any of the following would result after giving effect to the requested issuance:

(i) the Letter of Credit Usage would exceed the Letter of Credit Sublimit, or

(ii) the Letter of Credit Usage would exceed the Maximum Credit less the outstanding amount of Revolving Loans, or

(iii) the Letter of Credit Usage would exceed the Borrowing Base at such time less the outstanding principal balance of the Revolving Loans at such time.

(c) In the event there is a Defaulting Lender as of the date of any request for the issuance of a Letter of Credit, Issuing Bank shall not be required to issue or arrange for such Letter of Credit to the extent (i) the Defaulting Lender's Letter of Credit Exposure with respect to such Letter of Credit may not be reallocated pursuant to Section 2.3(g)(ii), or (ii) Issuing Bank has not otherwise entered into arrangements reasonably satisfactory to it and Borrowers to eliminate Issuing Bank's risk with respect to the participation in such Letter of Credit of the Defaulting Lender, which arrangements may include Borrowers cash collateralizing such Defaulting Lender's Letter of Credit Exposure in accordance with Section 2.3(g)(ii). Additionally, Issuing Bank shall have no obligation to issue or extend a Letter of Credit if (A) any order, judgment, or decree of any Governmental Authority or arbitrator shall, by its terms, purport to enjoin or restrain Issuing Bank from issuing such Letter of Credit, or any law applicable to Issuing Bank or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over Issuing Bank shall prohibit or request that Issuing Bank refrain from the issuance of letters of credit generally or such Letter of Credit in particular, or (B) the issuance of such Letter of Credit would violate one or more policies of Issuing Bank applicable to letters of credit generally.

(d) Any Issuing Bank (other than Wells Fargo or any of its Affiliates) shall notify Agent in writing no later than the Business Day prior to the Business Day on which such Issuing Bank issues any Letter of Credit. In addition, each Issuing Bank (other than Wells Fargo or any of its Affiliates) shall, on the first Business Day of each week, submit to Agent a report detailing the daily undrawn amount of each Letter of Credit issued by such Issuing Bank during the prior calendar week. Each Letter of Credit shall be in form and substance reasonably acceptable to Issuing Bank, including the requirement that the amounts payable thereunder must be payable in Dollars. If Issuing Bank makes a payment under a Letter of Credit, Borrowers shall pay to Agent an amount equal to the applicable Letter of Credit Disbursement on the Business Day such Letter of Credit Disbursement is made and, in the absence of such payment, the amount of the Letter of Credit Disbursement immediately and automatically shall be deemed to be a Revolving Loan hereunder (notwithstanding any failure to satisfy any condition precedent set forth in Section 3) and, initially, shall bear interest at the rate then applicable to Revolving Loans that are Base Rate Loans. If a Letter of Credit Disbursement is deemed to be a Revolving Loan hereunder, Borrowers' obligation to pay the amount of such Letter of Credit Disbursement to Issuing Bank shall be automatically converted into an obligation to pay the resulting Revolving Loan. Promptly following receipt by Agent of any payment from Borrowers pursuant to this paragraph, Agent shall distribute such payment to Issuing Bank or, to the extent that Lenders have made payments pursuant to Section 2.11(e) to reimburse Issuing Bank, then to such Lenders and Issuing Bank as their interests may appear.

(e) Promptly following receipt of a notice of a Letter of Credit Disbursement pursuant to Section 2.11(d), each Lender agrees to fund its Pro Rata Share of any Revolving Loan deemed made pursuant to Section 2.11(d) on the same terms and conditions as if Borrowers had requested the amount thereof as a Revolving Loan and Agent shall promptly pay to Issuing Bank the amounts so received by it from the Lenders. By the issuance of a Letter of Credit (or an amendment, renewal, or extension of a Letter of Credit) and without any further action on the part of Issuing Bank or the Lenders, Issuing Bank shall be deemed to have granted to each Lender, and each Lender shall be deemed to have purchased, a participation in each Letter of Credit issued by Issuing Bank, in an amount equal to its Pro Rata Share of such Letter of Credit, and each such Lender agrees to pay to Agent, for the account of Issuing Bank, such Lender's Pro Rata Share of any Letter of Credit Disbursement made by Issuing Bank under the applicable Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to Agent, for the account of Issuing Bank, such Lender's Pro Rata Share of each Letter of Credit Disbursement made by Issuing Bank and not reimbursed by Borrowers on the date due as provided in Section 2.11(d), or of any reimbursement payment that is required to be refunded (or that Agent or Issuing Bank elects, based upon the advice of counsel, to refund) to Borrowers for any reason. Each Lender acknowledges and agrees that its obligation to deliver to Agent, for the account of Issuing Bank, an amount equal to its respective Pro Rata Share of each Letter of Credit Disbursement pursuant to this Section 2.11(e) shall be absolute and unconditional and such remittance shall be made notwithstanding the occurrence or continuation of an Event of Default or Default or the failure to satisfy any condition set forth in Section 3. If any such Lender fails to make available to Agent the amount of such Lender's Pro Rata Share of a Letter of Credit Disbursement as provided in this Section, such Lender shall be deemed to be a Defaulting Lender and Agent (for the account of Issuing Bank) shall be entitled to recover such amount on demand from such Lender together with interest thereon at the Defaulting Lender Rate until paid in full.

(f) Each Borrower agrees to indemnify, defend and hold harmless each member of the Lender Group (including Issuing Bank and its branches, Affiliates, and correspondents) and each such Person's respective directors, officers, employees, attorneys and agents (each, including Issuing Bank, a "Letter of Credit Related Person") (to the fullest extent permitted by law) from and against any and all claims, demands, suits, actions, investigations, proceedings, liabilities, fines, costs, penalties, and damages, and all reasonable fees and disbursements of attorneys, experts, or consultants and all other costs and expenses actually incurred in connection therewith or in connection with the enforcement of this indemnification (as and when they are incurred and irrespective of whether suit is brought), which may be incurred by or awarded against any such Letter of Credit Related Person (other than Taxes, which shall be governed by Section 16) (the "Letter of Credit Indemnified Costs"), and which arise out of or in connection with, or as a result of:

(i) any Letter of Credit or any pre-advice of its issuance;

(ii) any transfer, sale, delivery, surrender or endorsement (or lack thereof) of any Drawing Document at any time(s) held by any such Letter of Credit Related Person in connection with any Letter of Credit;

(iii) any action or proceeding arising out of, or in connection with, any Letter of Credit (whether administrative, judicial or in connection with arbitration), including any action or proceeding to compel or restrain any presentation or payment under any Letter of Credit, or for the wrongful dishonor of, or honoring a presentation under, any Letter of Credit;

(iv) any independent undertakings issued by the beneficiary of any Letter of Credit;

(v) any unauthorized instruction or request made to Issuing Bank in connection with any Letter of Credit or requested Letter of Credit, or any error, omission, interruption or delay in such instruction

or request, whether transmitted by mail, courier, electronic transmission, SWIFT, or any other telecommunication including communications through a correspondent;

(vi) an adviser, confirmer or other nominated person seeking to be reimbursed, indemnified or compensated;

(vii) any third party seeking to enforce the rights of an applicant, beneficiary, nominated person, transferee, assignee of Letter of Credit proceeds or holder of an instrument or document;

(viii) the fraud, forgery or illegal action of parties other than the Letter of Credit Related Person;

(ix) any prohibition on payment or delay in payment of any amount payable by Issuing Bank to a beneficiary or transferee beneficiary of a Letter of Credit arising out of Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions;

(x) Issuing Bank's performance of the obligations of a confirming institution or entity that wrongfully dishonors a confirmation;

(xi) any foreign language translation provided to Issuing Bank in connection with any Letter of Credit;

(xii) any foreign law or usage as it relates to Issuing Bank's issuance of a Letter of Credit in support of a foreign guaranty including without limitation the expiration of such guaranty after the related Letter of Credit expiration date and any resulting drawing paid by Issuing Bank in connection therewith; or

(xiii) the acts or omissions, whether rightful or wrongful, of any present or future de jure or de facto governmental or regulatory authority or cause or event beyond the control of the Letter of Credit Related Person;

provided, that such indemnity shall not be available to any Letter of Credit Related Person claiming indemnification under clauses (i) through (x) above to the extent that such Letter of Credit Indemnified Costs may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted directly from the gross negligence or willful misconduct of the Letter of Credit Related Person claiming indemnity. Borrowers hereby agree to pay the Letter of Credit Related Person claiming indemnity on demand from time to time all amounts owing under this Section 2.11(f). If and to the extent that the obligations of Borrowers under this Section 2.11(f) are unenforceable for any reason, Borrowers agree to make the maximum contribution to the Letter of Credit Indemnified Costs permissible under applicable law. This indemnification provision shall survive termination of this Agreement and all Letters of Credit.

(g) The liability of Issuing Bank (or any other Letter of Credit Related Person) under, in connection with or arising out of any Letter of Credit (or pre-advice), regardless of the form or legal grounds of the action or proceeding, shall be limited to direct damages suffered by Borrowers that are caused directly by Issuing Bank's gross negligence or willful misconduct in (i) honoring a presentation under a Letter of Credit that on its face does not at least substantially comply with the terms and conditions of such Letter of Credit, (ii) failing to honor a presentation under a Letter of Credit that strictly complies with the terms and conditions of such Letter of Credit, or (iii) retaining Drawing Documents presented under a Letter of Credit. Borrowers' aggregate remedies against Issuing Bank and any Letter of Credit Related Person for wrongfully honoring a presentation under any Letter of Credit or wrongfully retaining honored Drawing Documents shall in no event exceed the aggregate amount paid by Borrowers to Issuing Bank in respect of the honored presentation in connection with such Letter of Credit under Section 2.11(d), *plus* interest at the rate then

applicable to Base Rate Loans hereunder. Borrowers shall take action to avoid and mitigate the amount of any damages claimed against Issuing Bank or any other Letter of Credit Related Person, including by enforcing its rights against the beneficiaries of the Letters of Credit. Any claim by Borrowers under or in connection with any Letter of Credit shall be reduced by an amount equal to the sum of (x) the amount (if any) saved by Borrowers as a result of the breach or alleged wrongful conduct complained of, and (y) the amount (if any) of the loss that would have been avoided had Borrowers taken all reasonable steps to mitigate any loss, and in case of a claim of wrongful dishonor, by specifically and timely authorizing Issuing Bank to effect a cure.

(h) Borrowers are responsible for the final text of the Letter of Credit as issued by Issuing Bank, irrespective of any assistance Issuing Bank may provide such as drafting or recommending text or by Issuing Bank's use or refusal to use text submitted by Borrowers. Borrowers understand that the final form of any Letter of Credit may be subject to such revisions and changes as are deemed necessary or appropriate by Issuing Bank, and Borrowers hereby consent to such revisions and changes not materially different from the application executed in connection therewith. Borrowers are solely responsible for the suitability of the Letter of Credit for Borrowers' purposes. If Borrowers request Issuing Bank to issue a Letter of Credit for an affiliated or unaffiliated third party (an "Account Party"), (i) such Account Party shall have no rights against Issuing Bank; (ii) Borrowers shall be responsible for the application and obligations under this Agreement; and (iii) communications (including notices) related to the respective Letter of Credit shall be among Issuing Bank and Borrowers. Borrowers will examine the copy of the Letter of Credit and any other documents sent by Issuing Bank in connection therewith and shall promptly notify Issuing Bank (not later than three (3) Business Days following Borrowers' receipt of documents from Issuing Bank) of any non-compliance with Borrowers' instructions and of any discrepancy in any document under any presentment or other irregularity. Borrowers understand and agree that Issuing Bank is not required to extend the expiration date of any Letter of Credit for any reason. With respect to any Letter of Credit containing an "automatic amendment" to extend the expiration date of such Letter of Credit, Issuing Bank, in its sole and absolute discretion, may give notice of nonrenewal of such Letter of Credit and, if Borrowers do not at any time want the then current expiration date of such Letter of Credit to be extended, Borrowers will so notify Agent and Issuing Bank at least 30 calendar days before Issuing Bank is required to notify the beneficiary of such Letter of Credit or any advising bank of such non-extension pursuant to the terms of such Letter of Credit.

(i) Borrowers' reimbursement and payment obligations under this Section 2.11 are absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever, including:

(i) any lack of validity, enforceability or legal effect of any Letter of Credit, any Issuer Document, this Agreement, or any Loan Document, or any term or provision therein or herein;

(ii) payment against presentation of any draft, demand or claim for payment under any Drawing Document that does not comply in whole or in part with the terms of the applicable Letter of Credit or which proves to be fraudulent, forged or invalid in any respect or any statement therein being untrue or inaccurate in any respect, or which is signed, issued or presented by a Person or a transferee of such Person purporting to be a successor or transferee of the beneficiary of such Letter of Credit;

(iii) Issuing Bank or any of its branches or Affiliates being the beneficiary of any Letter of Credit;

(iv) Issuing Bank or any correspondent honoring a drawing against a Drawing Document up to the amount available under any Letter of Credit even if such Drawing Document claims an amount in excess of the amount available under the Letter of Credit;

(v) the existence of any claim, set-off, defense or other right that any Loan Party or any of its Subsidiaries may have at any time against any beneficiary or transferee beneficiary, any assignee of proceeds, Issuing Bank or any other Person;

(vi) Issuing Bank or any correspondent honoring a drawing upon receipt of an electronic presentation under a Letter of Credit requiring the same, regardless of whether the original Drawing Documents arrive at Issuing Bank's counters or are different from the electronic presentation;

(vii) any other event, circumstance or conduct whatsoever, whether or not similar to any of the foregoing that might, but for this Section 2.11(i), constitute a legal or equitable defense to or discharge of, or provide a right of set-off against, any Borrower's or any of its Subsidiaries' reimbursement and other payment obligations and liabilities, arising under, or in connection with, any Letter of Credit, whether against Issuing Bank, the beneficiary or any other Person; or

(viii) the fact that any Default or Event of Default shall have occurred and be continuing;

provided, that, subject to Section 2.11(g) above, the foregoing shall not release Issuing Bank from such liability to Borrowers as may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction against Issuing Bank following reimbursement or payment of the obligations and liabilities, including reimbursement and other payment obligations, of Borrowers to Issuing Bank arising under, or in connection with, this Section 2.11 or any Letter of Credit.

(j) Without limiting any other provision of this Agreement, Issuing Bank and each other Letter of Credit Related Person (if applicable) shall not be responsible to Borrowers for, and Issuing Bank's rights and remedies against Borrowers and the obligation of Borrowers to reimburse Issuing Bank for each drawing under each Letter of Credit shall not be impaired by:

(i) honor of a presentation under any Letter of Credit that on its face substantially complies with the terms and conditions of such Letter of Credit, even if the Letter of Credit requires strict compliance by the beneficiary;

(ii) honor of a presentation of any Drawing Document that appears on its face to have been signed, presented or issued (A) by any purported successor or transferee of any beneficiary or other Person required to sign, present or issue such Drawing Document or (B) under a new name of the beneficiary;

(iii) acceptance as a draft of any written or electronic demand or request for payment under a Letter of Credit, even if nonnegotiable or not in the form of a draft or notwithstanding any requirement that such draft, demand or request bear any or adequate reference to the Letter of Credit;

(iv) the identity or authority of any presenter or signer of any Drawing Document or the form, accuracy, genuineness or legal effect of any Drawing Document (other than Issuing Bank's determination that such Drawing Document appears on its face substantially to comply with the terms and conditions of the Letter of Credit);

(v) acting upon any instruction or request relative to a Letter of Credit or requested Letter of Credit that Issuing Bank in good faith believes to have been given by a Person authorized to give such instruction or request;

(vi) any errors, omissions, interruptions or delays in transmission or delivery of any message, advice or document (regardless of how sent or transmitted) or for errors in interpretation of technical terms or in translation or any delay in giving or failing to give notice to any Borrower;

(vii) any acts, omissions or fraud by, or the insolvency of, any beneficiary, any nominated person or entity or any other Person or any breach of contract between any beneficiary and any Borrower or any of the parties to the underlying transaction to which the Letter of Credit relates;

(viii) assertion or waiver of any provision of the ISP or UCP that primarily benefits an issuer of a letter of credit, including any requirement that any Drawing Document be presented to it at a particular hour or place;

(ix) payment to any presenting bank (designated or permitted by the terms of the applicable Letter of Credit) claiming that it rightfully honored or is entitled to reimbursement or indemnity under Standard Letter of Credit Practice applicable to it;

(x) acting or failing to act as required or permitted under Standard Letter of Credit Practice applicable to where Issuing Bank has issued, confirmed, advised or negotiated such Letter of Credit, as the case may be;

(xi) honor of a presentation after the expiration date of any Letter of Credit notwithstanding that a presentation was made prior to such expiration date and dishonored by Issuing Bank if subsequently Issuing Bank or any court or other finder of fact determines such presentation should have been honored;

(xii) dishonor of any presentation that does not strictly comply or that is fraudulent, forged or otherwise not entitled to honor; or

(xiii) honor of a presentation that is subsequently determined by Issuing Bank to have been made in violation of international, federal, state or local restrictions on the transaction of business with certain prohibited Persons.

(k) Borrowers shall pay immediately upon demand to Agent for the account of Issuing Bank as non-refundable fees, commissions, and charges (it being acknowledged and agreed that any charging of such fees, commissions, and charges to the Loan Account pursuant to the provisions of Section 2.6(d) shall be deemed to constitute a demand for payment thereof for the purposes of this Section 2.11(k)): (i) a fronting fee (a "Fronting Fee") payable to Issuing Bank in accordance with Section 2.6(d) with respect all outstanding Letters of Credit in the amount of .125% per annum on the average daily amount of the Letter of Credit Exposure during the calculation period, plus (ii) any and all other customary commissions, fees and charges then in effect imposed by, and any and all expenses incurred by, Issuing Bank, or by any adviser, confirming institution or entity or other nominated person, relating to Letters of Credit, at the time of issuance of any Letter of Credit and upon the occurrence of any other activity with respect to any Letter of Credit (including transfers, assignments of proceeds, amendments, drawings, renewals or cancellations).

(l) If by reason of (x) any Change in Law, or (y) compliance by Issuing Bank or any other member of the Lender Group with any direction, request, or requirement (irrespective of whether having the force of law) of any Governmental Authority or monetary authority including, Regulation D of the Board of Governors as from time to time in effect (and any successor thereto):

(i) any reserve, deposit, or similar requirement is or shall be imposed or modified in respect of any Letter of Credit issued or caused to be issued hereunder or hereby, or any Loans or obligations to make Loans hereunder or hereby, or

(ii) there shall be imposed on Issuing Bank or any other member of the Lender Group any other condition regarding any Letter of Credit, Loans or obligations to make Loans hereunder,

and the result of the foregoing is to increase, directly or indirectly, the cost to Issuing Bank or any other member of the Lender Group of issuing, making, participating in, or maintaining any Letter of Credit or making any Loan hereunder, or, in any case, to reduce the amount receivable in respect thereof, then, and in any such case, Agent may, at any time within a reasonable period after the additional cost is incurred or the amount received is reduced, notify Borrowers, and Borrowers shall pay within thirty (30) days after demand therefor, such amounts as Agent may specify to be necessary to compensate Issuing Bank or any other member of the Lender Group for such additional cost or reduced receipt, together with interest on such amount from the date of such demand until payment in full thereof at the rate then applicable to Base Rate Loans hereunder; provided, that (A) Borrowers shall not be required to provide any compensation pursuant to this Section 2.11(l) for any such amounts incurred more than one hundred (180) days prior to the date on which the demand for payment of such amounts is first made to Borrowers, and (B) if an event or circumstance giving rise to such amounts is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof. The determination by Agent of any amount due pursuant to this Section 2.11(l), as set forth in a certificate setting forth the calculation thereof in reasonable detail, shall, in the absence of manifest or demonstrable error, be final and conclusive and binding on all of the parties hereto.

(m) Each standby Letter of Credit shall expire not later than the date that is twelve (12) months after the date of the issuance of such Letter of Credit; provided, that any standby Letter of Credit may provide for the automatic extension thereof for any number of additional periods each of up to one year in duration; provided, that, with respect to any Letter of Credit which extends beyond the Maturity Date, Letter of Credit Collateralization shall be provided therefor on or before the date that is five (5) Business Days prior to the Maturity Date. Each commercial Letter of Credit shall expire on the earlier of (i) one hundred twenty (120) days after the date of the issuance of such commercial Letter of Credit and (ii) five Business Days prior to the Maturity Date.

(n) If (i) any Event of Default shall occur and be continuing, or (ii) Excess Availability shall at any time be less than zero, then on the Business Day following the date when the Lead Borrower receives notice from Agent or the Required Lenders (or, if the maturity of the Obligations has been accelerated, Lenders with Letter of Credit Exposure representing greater than fifty percent (50%) of the total Letter of Credit Exposure) demanding Letter of Credit Collateralization pursuant to this Section 2.11(n) upon such demand, Borrowers shall provide Letter of Credit Collateralization with respect to the then existing Letter of Credit Usage. If Borrowers fail to provide Letter of Credit Collateralization as required by this Section 2.11(n), the Lenders may (and, upon direction of Agent, shall) advance, as Revolving Loans the amount of the cash collateral required pursuant to the Letter of Credit Collateralization provision so that the then existing Letter of Credit Usage is cash collateralized in accordance with the Letter of Credit Collateralization provision (whether or not the Commitments have terminated, an Overadvance exists or the conditions in Section 3 are satisfied).

(o) Unless otherwise expressly agreed by Issuing Bank and Borrowers when a Letter of Credit is issued, (i) the rules of the ISP or UCP shall apply to each standby Letter of Credit, and (ii) the rules of the UCP shall apply to each commercial Letter of Credit.

(p) Issuing Bank shall be deemed to have acted with due diligence and reasonable care if Issuing Bank's conduct is in accordance with Standard Letter of Credit Practice or in accordance with this Agreement.

(q) In the event of a direct conflict between the provisions of this Section 2.11 and any provision contained in any Issuer Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.11 shall control and govern.

(r) The provisions of this Section 2.11 shall survive the termination of this Agreement and the repayment in full of the Obligations with respect to any Letters of Credit that remain outstanding.

(s) At Borrowers' costs and expense, Borrowers shall execute and deliver to Issuing Bank such additional certificates, instruments and/or documents and take such additional action as may be reasonably requested by Issuing Bank to enable Issuing Bank to issue any Letter of Credit pursuant to this Agreement and related Issuer Document, to protect, exercise and/or enforce Issuing Banks' rights and interests under this Agreement or to give effect to the terms and provisions of this Agreement or any Issuer Document. Each Borrower irrevocably appoints Issuing Bank as its attorney-in-fact and authorizes Issuing Bank, without notice to Borrowers, to execute and deliver ancillary documents and letters customary in the letter of credit business that may include but are not limited to advisements, indemnities, checks, bills of exchange and issuance documents. The power of attorney granted by the Borrowers is limited solely to such actions related to the issuance, confirmation or amendment of any Letter of Credit and to ancillary documents or letters customary in the letter of credit business. This appointment is coupled with an interest.

(t) On the Closing Date, each of the Existing Letters of Credit shall be deemed to have been issued as a Letter of Credit under this Agreement by the Issuing Bank, and such Issuing Bank shall be deemed, without further action by any party hereto, to have granted to each of the Lenders, and each Lender shall be deemed, without further action by any party hereto, to have acquired from such Issuing Bank, a participation (on the terms specified in this Section 2.11) in each Existing Letter of Credit equal to such Lender's Pro Rata Share thereof. Concurrently with such sale of participations, the participations granted pursuant to the terms of the Existing Credit Agreement to the lenders party thereto shall be automatically cancelled without further action by any of the parties hereto. Each Lender acknowledges and agrees that its obligation to acquire participations in Existing Letters of Credit pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each payment by a Lender in respect of such participations shall be made without any offset, abatement, withholding or reduction whatsoever.

2.12 SOFR Option.

(a) **Interest and Interest Payment Dates**. In lieu of having interest charged at the rate based upon the Base Rate, Borrowers shall have the option, subject to Section 2.12(b) below (the "SOFR Option") to have interest on all or a portion of the Revolving Loans be charged (whether at the time when made (unless otherwise provided herein), upon conversion from a Base Rate Loan to a SOFR Loan, or upon continuation of a SOFR Loan as a SOFR Loan) at a rate of interest based upon Term SOFR. Interest on SOFR Loans shall be payable on the earliest of (i) the last day of the Interest Period applicable thereto; provided, that, subject to the following clauses (ii) and (iii), in the case of any Interest Period greater than three (3) months in duration, interest shall be payable at three (3) month intervals after the commencement of the applicable Interest Period and on the last day of such Interest Period), (ii) the date on which all or any portion of the Obligations are accelerated pursuant to the terms hereof, or (iii) the date on which this

Agreement is terminated pursuant to the terms hereof. On the last day of each applicable Interest Period, unless Borrowers have properly exercised the SOFR Option with respect thereto, the interest rate applicable to such SOFR Loan automatically shall convert to the rate of interest then applicable to Base Rate Loans of the same type hereunder. At any time that an Event of Default has occurred and is continuing, at the written election of Agent or the Required Lenders, Borrowers no longer shall have the option to request that Revolving Loans bear interest at a rate based upon Term SOFR.

(b) **SOFR Election**.

(i) Borrowers may, at any time and from time to time, so long as Borrowers have not received a notice from Agent (which notice Agent may elect to give or not give in its discretion unless Agent is directed to give such notice by the Required Lenders, in which case, it shall give the notice to Borrowers), after the occurrence and during the continuance of an Event of Default, to terminate the right of Borrowers to exercise the SOFR Option during the continuance of such Event of Default, elect to exercise the SOFR Option by notifying Agent prior to 11:00 a.m. at least three (3) U.S. Government Securities Business Days prior to the commencement of the proposed Interest Period (the "SOFR Deadline"). Notice of Borrowers' election of the SOFR Option for a permitted portion of the Revolving Loans and an Interest Period pursuant to this Section shall be made by delivery to Agent of a SOFR Notice received by Agent before the SOFR Deadline. Promptly upon its receipt of each such SOFR Notice, Agent shall provide a notice thereof to each of the applicable Lenders.

(ii) Each SOFR Notice shall be irrevocable and binding on Borrowers. In connection with each SOFR Loan, each Borrower shall jointly and severally indemnify, defend, and hold Agent and the Lenders harmless against any loss, cost, or expense actually incurred by Agent or any Lender as a result of (A) the payment or required assignment of any principal of any SOFR Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (B) the conversion of any SOFR Loan other than on the last day of the Interest Period applicable thereto, or (C) the failure to borrow, convert, continue or prepay any SOFR Loan on the date specified in any SOFR Notice delivered pursuant hereto (such losses, costs, or expenses, "Funding Losses").

(iii) A certificate of Agent or a Lender delivered to Lead Borrower setting forth in reasonable detail any amount or amounts that Agent or such Lender is entitled to receive pursuant to this Section 2.12 shall be conclusive absent manifest error. Borrowers shall pay such amount to Agent or the Lender, as applicable, within thirty (30) days of the date of its receipt of such certificate. If a payment of a SOFR Loan on a day other than the last day of the applicable Interest Period would result in a Funding Loss, Agent may, in its sole discretion at the request of Borrowers, hold the amount of such payment as cash collateral in support of the Obligations until the last day of such Interest Period and apply such amounts to the payment of the applicable SOFR Loan on such last day of such Interest Period, it being agreed that Agent has no obligation to so defer the application of payments to any SOFR Loan and that, in the event that Agent does not defer such application, Borrowers shall be obligated to pay any resulting Funding Losses.

(iv) Unless Agent, in its sole discretion, agrees otherwise, Borrowers shall have not more than five (5) SOFR Loans in effect at any given time. Borrowers may only exercise the SOFR Option for proposed SOFR Loans of not less than $1,000,000.

(c) **Conversion; Prepayment**. Borrowers may convert SOFR Loans to Base Rate Loans or prepay SOFR Loans at any time; provided, that, in the event that SOFR Loans are converted or prepaid on any date that is not the last day of the Interest Period applicable thereto, including as a result of any prepayment through the required application by Agent of any payments or proceeds of Collateral in accordance with Section 2.4(b) or for any other reason, including early termination of the term of this

Agreement or acceleration of all or any portion of the Obligations pursuant to the terms hereof, each Borrower shall indemnify, defend, and hold Agent and the Lenders and their Participants harmless against any and all Funding Losses in accordance with Section 2.12 (b)(ii).

(d) **Special Provisions Applicable to Term SOFR**.

(i) Term SOFR may be adjusted by Agent with respect to any Lender on a prospective basis to take into account any additional or increased costs (other than Taxes which shall be governed by Section 16), in each case, due to changes in applicable law occurring subsequent to the commencement of the then applicable Interest Period, or pursuant to any Change in Law or change in the reserve requirements imposed by the Board of Governors, which additional or increased costs would increase the cost of funding or maintaining loans bearing interest at Term SOFR. In any such event, the affected Lender shall give Borrowers and Agent notice of such a determination and adjustment and Agent promptly shall transmit the notice to each other Lender and, upon its receipt of the notice from the affected Lender, Borrowers may, by notice to such affected Lender (A) require such Lender to furnish to Borrowers a statement setting forth in reasonable detail the basis for adjusting Term SOFR and the method for determining the amount of such adjustment, or (B) repay the SOFR Loans or Base Rate Loans determined with reference to Term SOFR, in each case, of such Lender with respect to which such adjustment is made (together with any amounts due under Section 2.12(b)(ii)).

(ii) Subject to the provisions set forth in Section 2.12(d)(iii) below, in the event that any change in market conditions or any Change in Law shall at any time after the Closing Date, in the reasonable opinion of any Lender, make it unlawful or impractical for such Lender to fund or maintain SOFR Loans (or Base Rate Loans determined with reference to Term SOFR) or to continue such funding or maintaining, or to determine or charge interest rates at the Term SOFR Reference Rate, Term SOFR or SOFR, such Lender shall give notice of such changed circumstances to Agent and Borrowers and Agent promptly shall transmit the notice to each other Lender and (y)(i) in the case of any SOFR Loans of such Lender that are outstanding, such SOFR Loans of such Lender will be deemed to have been converted Base Rate Loans on the last day of the Interest Period of such SOFR Loans, if such Lender may lawfully continue to maintain such SOFR Loans, or immediately, if such Lender may not lawfully continue to maintain such SOFR Loans, and thereafter interest upon the SOFR Loans of such Lender thereafter shall accrue interest at the rate then applicable to Base Rate Loans (and if applicable, without reference to the Term SOFR component thereof) and (ii) in the case of any such Base Rate Loans of such Lender that are outstanding and that are determined with reference to Term SOFR, interest upon the Base Rate Loans of such Lender after the date specified in such Lender's notice shall accrue interest at the rate then applicable to Base Rate Loans without reference to the Term SOFR component thereof and (z) Borrowers shall not be entitled to elect the SOFR Option and Base Rate Loans shall not be determined with reference to the Term SOFR component thereof, in each case, until such Lender determines that it would no longer be unlawful or impractical to do so.

(iii) **Benchmark Replacement Setting**.

(A) **Benchmark Replacement**. Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event, Agent and Administrative Borrower may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5th) Business Day after Agent has posted such proposed amendment to all affected Lenders and Administrative Borrower so long as Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Required Lenders. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 2.12(d)(iii) will occur prior to the applicable Benchmark Transition Start Date.

(B) **Benchmark Replacement Conforming Changes**. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(C) **Notices; Standards for Decisions and Determinations**. Agent will promptly notify Administrative Borrower and the Lenders of (1) the implementation of any Benchmark Replacement and (2) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. Agent will notify Administrative Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.12(d)(iii)(D) and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.12(d)(iii), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.12(d)(iii).

(D) **Unavailability of Tenor of Benchmark**. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (1) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (I) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by Agent in its reasonable discretion or (II) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (2) if a tenor that was removed pursuant to clause (1) above either (I) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (II) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(E) **Benchmark Unavailability Period**. Upon Administrative Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, (1) Administrative Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, Administrative Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to Base Rate Loans and (2) any outstanding affected SOFR Loans will be deemed to have been converted to Base Rate Loans at the end of the applicable Interest Period. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate.

(e) **No Requirement of Matched Funding**. Anything to the contrary contained herein notwithstanding, neither Agent, nor any Lender, nor any of their Participants, is required actually to match fund any Obligation as to which interest accrues at Term SOFR or the Term SOFR Reference Rate.

2.13 Capital Requirements.

(a) If, after the Closing Date, Issuing Bank or any Lender determines that (x)(i) any Change in Law regarding capital, liquidity or reserve requirements for banks or bank holding companies, or (ii) compliance by Issuing Bank or such Lender, or their respective parent bank holding companies, with any guideline, request or directive of any Governmental Authority regarding capital adequacy or liquidity requirements (whether or not having the force of law) or (y) any Change in Law subjects any Lender 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, in each case of clauses (x) or (y), has the effect of reducing the return on Issuing Bank's, such Lender's, or such holding companies' capital or liquidity as a consequence of Issuing Bank's or such Lender's commitments, Loans, participations or other obligations hereunder to a level below that which Issuing Bank, such Lender, or such holding companies could have achieved but for such Change in Law or compliance (taking into consideration Issuing Bank's, such Lender's, or such holding companies' then existing policies with respect to capital adequacy or liquidity requirements and assuming the full utilization of such entity's capital) by any amount deemed by Issuing Bank or such Lender to be material, then Issuing Bank or such Lender may notify Borrowers and Agent thereof. Following receipt of such notice, Borrowers agree to pay Issuing Bank or such Lender on demand the amount of such reduction of return of capital as and when such reduction is determined, payable within thirty (30) days after presentation by Issuing Bank or such Lender of a statement in the amount and setting forth in reasonable detail Issuing Bank's or such Lender's calculation thereof and the assumptions upon which such calculation was based (which statement shall be deemed true and correct absent manifest error). In determining such amount, Issuing Bank or such Lender may use any reasonable averaging and attribution methods. Failure or delay on the part of Issuing Bank or any Lender to demand compensation pursuant to this Section shall not constitute a waiver of Issuing Bank's or such Lender's right to demand such compensation; provided, that Borrowers shall not be required to compensate Issuing Bank or a Lender pursuant to this Section for any reductions in return incurred more than one hundred eighty (180) days prior to the date that Issuing Bank or such Lender notifies Borrowers of such Change in Law giving rise to such reductions and of such Lender's intention to claim compensation therefor; provided, that, if such claim arises by reason of the Change in Law that is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

(b) If Issuing Bank or any Lender requests additional or increased costs referred to in Section 2.11(l) or Section 2.12(d)(i) or amounts under Section 2.13(a) or sends a notice under Section 2.12(d)(ii) relative to changed circumstances (such Issuing Bank or Lender, an "Affected Lender"), then, at the request of Lead Borrower, such Affected Lender shall use reasonable efforts to promptly designate a different one of its lending offices or to assign its rights and obligations hereunder to another of its offices or branches, if (i) in the reasonable judgment of such Affected Lender, such designation or assignment would eliminate or reduce amounts payable pursuant to Section 2.11(l), Section 2.12(d)(i) or Section 2.13(a), as applicable, or would eliminate the illegality or impracticality of funding or maintaining SOFR Loans (or Base Rate Loans determined with reference to Term SOFR), and (ii) in the reasonable judgment of such Affected Lender, such designation or assignment would not subject it to any material unreimbursed cost or expense and would not otherwise be materially disadvantageous to it. Borrowers agree to pay all reasonable out-of-pocket costs and expenses incurred by such Affected Lender in connection with any such designation or assignment. If, after such reasonable efforts, such Affected Lender does not so designate a different one of its lending offices or assign its rights to another of its offices or branches so as to eliminate Borrowers' obligation to pay any future amounts to such Affected Lender pursuant to Section 2.11(l), Section 2.12(d)(i) or Section 2.13(a), as applicable, or to enable Borrowers to obtain SOFR Loans (or Base Rate Loans determined with reference to Term SOFR), then Borrowers (without prejudice to any amounts then due to such Affected Lender under Section 2.11(l), Section 2.12(d)(i) or Section 2.13(a), as applicable) may, unless prior to the effective date of any such assignment the Affected Lender withdraws its request for such

additional amounts under Section 2.11(l), Section 2.12(d)(i) or Section 2.13(a), as applicable, or indicates that it is no longer unlawful or impractical to fund or maintain SOFR Loans (or Base Rate Loans determined with reference to Term SOFR), may designate a different Issuing Bank or substitute a Lender or prospective Lender, in each case, reasonably acceptable to Agent to purchase the Obligations owed to such Affected Lender and such Affected Lender's commitments hereunder (a "Replacement Lender"), and if such Replacement Lender agrees to such purchase, such Affected Lender shall assign to the Replacement Lender its Obligations and commitments, and upon such purchase by the Replacement Lender, which such Replacement Lender shall be deemed to be "Issuing Bank" or a "Lender" (as the case may be) for purposes of this Agreement and such Affected Lender shall cease to be "Issuing Bank" or a "Lender" (as the case may be) for purposes of this Agreement.

(c) Notwithstanding anything herein to the contrary, the protection of Sections 2.11(l), 2.12(d), and 2.13 shall be available to Issuing Bank and each Lender (as applicable) regardless of any possible contention of the invalidity or inapplicability of the law, rule, regulation, judicial ruling, judgment, guideline, treaty or other change or condition which shall have occurred or been imposed, so long as it shall be customary for issuing banks or lenders affected thereby to comply therewith. Notwithstanding any other provision herein, neither Issuing Bank nor any Lender shall demand compensation pursuant to this Section 2.13 if it shall not at the time be the general policy or practice of Issuing Bank or such Lender (as the case may be) to demand such compensation in similar circumstances under comparable provisions of other credit agreements, if any.

2.14 Reserved.

2.15 Reserved.

2.16 Joint and Several Liabilities of Borrowers.

(a) Each Borrower is accepting joint and several liability hereunder and under the other Loan Documents in consideration of the financial accommodations to be provided by the Lender Group under this Agreement, for the mutual benefit, directly and indirectly, of each Borrower and in consideration of the undertakings of the other Borrowers to accept joint and several liability for the Obligations.

(b) Each Borrower, jointly and severally, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Borrowers, with respect to the payment and performance of all of the Obligations (including any Obligations arising under this Section 2.16), it being the intention of the parties hereto that all the Obligations shall be the joint and several obligations of each Borrower without preferences or distinction among them. Accordingly, each Borrower hereby waives any and all suretyship defenses that would otherwise be available to such Borrower under applicable law.

(c) If and to the extent that any Borrower shall fail to make any payment with respect to any of the Obligations as and when due, whether upon maturity, acceleration, or otherwise, or to perform any of the Obligations in accordance with the terms thereof, then in each such event the other Borrowers will make such payment with respect to, or perform, such Obligations until such time as all of the Obligations are paid in full and without the need for demand, protest, or any other notice or formality.

(d) The Obligations of each Borrower under the provisions of this Section 2.16 constitute the absolute and unconditional, full recourse Obligations of each Borrower enforceable against each Borrower to the full extent of its properties and assets, irrespective of the validity, regularity or enforceability of the provisions of this Agreement (other than this Section 2.16(d)) or any other circumstances whatsoever.

(e) Without limiting the generality of the foregoing and except as otherwise expressly provided in this Agreement, each Borrower hereby waives presentments, demands for performance, protests and notices, including notices of acceptance of its joint and several liability, notice of any Revolving Loans or any Letters of Credit issued under or pursuant to this Agreement, notice of the occurrence of any Default, Event of Default, notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Agreement, notices of the existence, creation, or incurring of new or additional Obligations or other financial accommodations or of any demand for any payment under this Agreement, notice of any action at any time taken or omitted by Agent or Lenders under or in respect of any of the Obligations, any right to proceed against any other Borrower or any other Person, to proceed against or exhaust any security held from any other Borrower or any other Person, to protect, secure, perfect, or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any other Borrower, any other Person, or any collateral, to pursue any other remedy in any member of the Lender Group's or any Bank Product Provider's power whatsoever, any requirement of diligence or to mitigate damages and, generally, to the extent permitted by applicable law, all demands, notices and other formalities of every kind in connection with this Agreement (except as otherwise provided in this Agreement), any right to assert against any member of the Lender Group or any Bank Product Provider, any defense (legal or equitable), set-off, counterclaim, or claim which each Borrower may now or at any time hereafter have against any other Borrower or any other party liable to any member of the Lender Group or any Bank Product Provider, any defense, set-off, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Obligations or any security therefor, and any right or defense arising by reason of any claim or defense based upon an election of remedies by any member of the Lender Group or any Bank Product Provider including any defense based upon an impairment or elimination of such Borrower's rights of subrogation, reimbursement, contribution, or indemnity of such Borrower against any other Borrower. Without limiting the generality of the foregoing, each Borrower hereby assents to, and waives notice of, any extension or postponement of the time for the payment of any of the Obligations, the acceptance of any payment of any of the Obligations, the acceptance of any partial payment thereon, any waiver, consent or other action or acquiescence by Agent or Lenders at any time or times in respect of any default by any Borrower in the performance or satisfaction of any term, covenant, condition or provision of this Agreement, any and all other indulgences whatsoever by Agent or Lenders in respect of any of the Obligations, and the taking, addition, substitution or release, in whole or in part, at any time or times, of any security for any of the Obligations or the addition, substitution or release, in whole or in part, of any Borrower. Without limiting the generality of the foregoing, each Borrower assents to any other action or delay in acting or failure to act on the part of any Agent or Lender with respect to the failure by any Borrower to comply with any of its respective Obligations, including, without limitation, any failure strictly or diligently to assert any right or to pursue any remedy or to comply fully with applicable laws or regulations thereunder, which might, but for the provisions of this Section 2.16 afford grounds for terminating, discharging or relieving any Borrower, in whole or in part, from any of its Obligations under this Section 2.16, it being the intention of each Borrower that, so long as any of the Obligations hereunder remain unsatisfied, the Obligations of each Borrower under this Section 2.16 shall not be discharged except by performance and then only to the extent of such performance. The Obligations of each Borrower under this Section 2.16 shall not be diminished or rendered unenforceable by any winding up, reorganization, arrangement, liquidation, reconstruction or similar proceeding with respect to any other Borrower or any Agent or Lender. Each of the Borrowers waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement hereof. Any payment by any Borrower or other circumstance which operates to toll any statute of limitations as to any Borrower shall operate to toll the statute of limitations as to each of the Borrowers. Each of the Borrowers waives any defense based on or arising out of any defense of any Borrower or any other Person, other than payment of the Obligations to the extent of such payment, based on or arising out of the disability of any Borrower or any other Person, or the validity, legality, or unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Borrower other than payment of the Obligations to the extent of such payment. Agent

may, at the election of the Required Lenders, foreclose upon any Collateral held by Agent by one or more judicial or nonjudicial sales or other dispositions, whether or not every aspect of any such sale is commercially reasonable or otherwise fails to comply with applicable law or may exercise any other right or remedy Agent, any other member of the Lender Group, or any Bank Product Provider may have against any Borrower or any other Person, or any security, in each case, without affecting or impairing in any way the liability of any of the Borrowers hereunder except to the extent the Obligations have been paid.

(f) Each Borrower represents and warrants to Agent and Lenders that such Borrower is currently informed of the financial condition of Borrowers and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of nonpayment of the Obligations. Each Borrower further represents and warrants to Agent and Lenders that such Borrower has read and understands the terms and conditions of the Loan Documents. Each Borrower hereby covenants that such Borrower will continue to keep informed of Borrowers' financial condition and of all other circumstances which bear upon the risk of nonpayment or nonperformance of the Obligations.

(g) The provisions of this Section 2.16 are made for the benefit of Agent, each member of the Lender Group, each Bank Product Provider, and their respective successors and assigns, and may be enforced by it or them from time to time against any or all Borrowers as often as occasion therefor may arise and without requirement on the part of Agent, any member of the Lender Group, any Bank Product Provider, or any of their successors or assigns first to marshal any of its or their claims or to exercise any of its or their rights against any Borrower or to exhaust any remedies available to it or them against any Borrower or to resort to any other source or means of obtaining payment of any of the Obligations hereunder or to elect any other remedy. The provisions of this Section 2.16 shall remain in effect until all of the Obligations shall have been paid in full or otherwise fully satisfied. If at any time, any payment, or any part thereof, made in respect of any of the Obligations, is rescinded or must otherwise be restored or returned by Agent or any Lender upon the insolvency, bankruptcy or reorganization of any Borrower, or otherwise, the provisions of this Section 2.16 will forthwith be reinstated in effect, as though such payment had not been made.

(h) Each Borrower hereby agrees that it will not enforce any of its rights of contribution or subrogation against any other Borrower with respect to any liability incurred by it hereunder or under any of the other Loan Documents, any payments made by it to Agent or Lenders with respect to any of the Obligations or any collateral security therefor until such time as all of the Obligations have been paid in full in cash. Any claim which any Borrower may have against any other Borrower with respect to any payments to any Agent or any member of the Lender Group hereunder or under any of the Bank Product Agreements are hereby expressly made subordinate and junior in right of payment, without limitation as to any increases in the Obligations arising hereunder or thereunder, to the prior payment in full in cash of the Obligations and, in the event of any insolvency, bankruptcy, receivership, liquidation, reorganization, administration, or other similar proceeding under the laws of any jurisdiction relating to any Borrower, its debts or its assets, whether voluntary or involuntary, all such Obligations shall be paid in full in cash before any payment or distribution of any character, whether in cash, securities or other property, shall be made to any other Borrower therefor.

(i) Each Borrower hereby agrees that after the occurrence and during the continuance of any Cash Dominion Event, such Borrower will not demand, sue for or otherwise attempt to collect any indebtedness of any other Borrower owing to such Borrower until the Obligations shall have been paid in full in cash. If, notwithstanding the foregoing sentence, such Borrower shall collect, enforce or receive any amounts in respect of such indebtedness, such amounts shall be collected, enforced and received by such Borrower as trustee for Agent, and such Borrower shall deliver any such amounts to Agent for application to the Obligations in accordance with Section 2.4(b).

3. CONDITIONS; TERM OF AGREEMENT.

3.1 Conditions Precedent to the Initial Extension of Credit. The obligation of each Lender to make its initial extension of credit provided for hereunder is subject to the fulfillment, to the satisfaction of Agent and each Lender, of each of the conditions precedent set forth on Schedule 3.1 (the making of such initial extension of credit by a Lender being conclusively deemed to be its satisfaction or waiver of the conditions precedent).

3.2 Conditions Precedent to all Extensions of Credit. The obligation of the Lender Group (or any member thereof) to make any Revolving Loans hereunder (or to extend any other credit hereunder) at any time after the Closing Date shall be subject to the following conditions precedent:

(a) the representations and warranties of each Loan Party contained in this Agreement or in the other Loan Documents shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date of such extension of credit, as though made on and as of such date (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date); and

(b) no Default or Event of Default shall have occurred and be continuing on the date of such extension of credit, nor shall either result from the making thereof; and

(c) after giving effect to the requested Revolving Loan or other extension of credit hereunder, the Revolver Usage shall not exceed the lesser of the Maximum Credit or the Borrowing Base then in effect.

3.3 Maturity. The Commitments shall continue in full force and effect for a term ending on the Maturity Date hereunder. The foregoing notwithstanding, the Lender Group, upon the election of the Required Lenders, shall have the right to terminate its obligations under this Agreement immediately and without notice upon the occurrence and during the continuation of an Event of Default.

3.4 Effect of Maturity. On the Maturity Date or, if earlier, the date that the Commitments are terminated whether pursuant to Section 2.4(c) or otherwise, all Commitments of the Lender Group to provide additional credit hereunder shall automatically be terminated and all of the Obligations (other than (a) Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (b) any Hedge Obligations that, at such time, are allowed by the applicable hedging counterparty to remain outstanding without being required to be repaid) immediately shall become due and payable without notice or demand and Borrowers shall be required to repay all of the Obligations (other than Hedge Obligations and Bank Product Obligations as set forth in this Section 3.4) in full. No termination of the obligations of the Lender Group (other than payment in full of the Obligations and termination of the Commitments) shall relieve or discharge any Loan Party of its duties, obligations, or covenants hereunder or under any other Loan Document and Agent's Liens in the Collateral shall continue to secure the Obligations and shall remain in effect until all Obligations have been paid in full and the Commitments have been terminated. When all of the Obligations have been paid in full and the Lender Group's obligations to provide additional credit under the Loan Documents have been terminated irrevocably, Agent will, at Borrowers' sole expense, execute and deliver any termination statements, lien releases, discharges of security interests, and other similar discharge or release documents (and, if applicable, in recordable form) as are reasonably necessary to release, as of record, Agent's Liens and all notices of security interests and liens previously filed by Agent.

3.5 Early Termination by Borrowers. Borrowers have the option, at any time upon ten (10) Business Days prior written notice to Agent (or such shorter period of time as consented to by Agent), to terminate this Agreement and terminate the Commitments hereunder by repaying to Agent all of the Obligations in full.

3.6 Conditions Subsequent. The obligation of the Lender Group (or any member thereof) to continue to make Revolving Loans (or otherwise extend credit hereunder) is subject to the fulfillment, on or before the date applicable thereto, of the conditions subsequent set forth on Schedule 3.6 to this Agreement (the failure by Borrowers to so perform or cause to be performed such conditions subsequent as and when required by the terms thereof (unless such date is extended, in writing, by Agent, which Agent may do without obtaining the consent of the other members of the Lender Group), shall constitute an Event of Default).

4. REPRESENTATIONS AND WARRANTIES.

In order to induce the Lender Group to enter into this Agreement, each Loan Party makes the following representations and warranties to Agent which shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), as of the Restatement Effective Date, and shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), as of the date of the making of each Revolving Loan (or other extension of credit) made thereafter, as though made on and as of the date of such Revolving Loan (or other extension of credit) (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date), and such representations and warranties shall survive the execution and delivery of this Agreement:

4.1 Due Organization and Qualification; Subsidiaries.

(a) Each Loan Party and each of its Subsidiaries (i) is duly organized and existing and in good standing under the laws of the jurisdiction of its organization, (ii) is qualified to do business in any state where the failure to be so qualified would reasonably be expected to result in a Material Adverse Effect, and (iii) has all requisite power and authority to own and operate its properties and to carry on its business as now conducted and as proposed to be conducted, except where failure to do so would not reasonably be expected to result in a Material Adverse Effect. Each Loan Party has the requisite power and authority to enter into the Loan Documents to which it is a party and to carry out the transactions contemplated thereby.

(b) Set forth on Schedule 4.1(b) to this Agreement (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under this Agreement) is a complete and accurate description of the authorized Equity Interests of each Loan Party, by class, and, as of the Restatement Effective Date, a description of the number of shares of each such class that are issued and outstanding.

(c) Set forth on Schedule 4.1(c) to this Agreement (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under this Agreement), is a complete and accurate list of the Loan Parties' direct and indirect Subsidiaries, showing: (i) the number of shares of each class of common and preferred Equity Interests authorized for each of such Subsidiaries, and (ii) the number and the percentage of the outstanding shares of each such class owned directly or indirectly by each

Loan Party. All of the outstanding Equity Interests of each such Subsidiary has been validly issued and is fully paid and non-assessable.

(d) Except as set forth on Schedule 4.1(d) to this Agreement, there are no subscriptions, options, warrants, or calls relating to any shares of any Loan Party's or any of its Subsidiaries' Equity Interests, including any right of conversion or exchange under any outstanding security or other instrument. No Loan Party is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of its Equity Interests or any security convertible into or exchangeable for any of its Equity Interests.

4.2 Due Authorization; No Conflict.

(a) After giving effect to the Confirmation Order and the Plan of Reorganization, as to each Loan Party, the execution, delivery, and performance by such Loan Party of the Loan Documents to which it is a party have been duly authorized by all necessary action on the part of such Loan Party.

(b) After giving effect to the Confirmation Order and the Plan of Reorganization, as to each Loan Party, the execution, delivery, and performance by such Loan Party of the Loan Documents to which it is a party do not and will not (i) violate any material provision of federal, state, or local law or regulation applicable to any Loan Party or its Subsidiaries, the Governing Documents of any Loan Party or its Subsidiaries, or any order, judgment, or decree of any court or other Governmental Authority binding on any Loan Party or its Subsidiaries where any such violation would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under the Term Loan Agreement or any other Material Contract of any Loan Party or its Subsidiaries where any such conflict, breach or default would individually or in the aggregate reasonably be expected to have a Material Adverse Effect, (iii) result in or require the creation or imposition of any Lien of any nature whatsoever upon any assets of any Loan Party, other than Permitted Liens, or (iv) require any approval of any holder of Equity Interests of a Loan Party or any approval or consent of any Person under any material agreement of any Loan Party, other than consents or approvals that have been obtained and that are still in force and effect and except, in the case of material agreements, for consents or approvals, the failure to obtain would not individually or in the aggregate reasonably be expected to cause a Material Adverse Effect.

4.3 Governmental Consents. After giving effect to the Confirmation Order and the Plan of Reorganization, the execution, delivery, and performance by each Loan Party of the Loan Documents to which such Loan Party is a party and the consummation of the transactions contemplated by the Loan Documents do not and will not require any registration with, consent, or approval of, or notice to, or other action with or by, any Governmental Authority, other than registrations, consents, approvals, notices, or other actions that have been obtained and that are still in force and effect or if not obtained, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, and except for filings and recordings with respect to the Collateral to be made, or otherwise delivered to Agent for filing or recordation, as of the Restatement Effective Date.

4.4 Binding Obligations; Perfected Liens.

(a) Each Loan Document has been duly executed and delivered by each Loan Party that is a party thereto and is the legally valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

(b) Upon execution and delivery of the Loan Documents and after giving effect to the Confirmation Order and the Plan of Reorganization, Agent's Liens are validly created, perfected (other than (i) in respect of motor vehicles that are subject to a certificate of title, (ii) money, (iii) letter-of-credit rights (other than supporting obligations), (iv) commercial tort claims (other than those that, by the terms of the Guaranty and Security Agreement, are required to be perfected), and (v) any Deposit Accounts and Securities Accounts not subject to a Control Agreement as permitted by Section 7(k) of the Guaranty and Security Agreement, and subject only to the filing of financing statements, the recordation of the Patent Security Agreement, the Trademark Security Agreement, and the Copyright Security Agreement, in each case, in the appropriate filing offices), and first priority Liens, subject only to Permitted Liens which are non-consensual Permitted Liens, Liens securing Permitted Purchase Money Indebtedness, the interests of lessors under Capital Leases or, solely in the case of Term Priority Collateral, subject to Liens permitted by clause (p) of the definition of Permitted Liens.

4.5 Title to Assets; No Encumbrances. After giving effect to the Confirmation Order and the Plan of Reorganization, each of the Loan Parties and its Subsidiaries has (a) good, sufficient and legal title to (in the case of fee interests in Real Property), (b) valid leasehold interests in (in the case of leasehold interests in real or personal property), and (c) good and marketable title to (in the case of all other personal property), all of their respective Accounts, Rig Fleet Equipment and other material assets reflected in their most recent financial statements delivered pursuant to Section 5.1, in each case except for assets disposed of since the date of such financial statements to the extent permitted hereby and, solely as to leasehold interests, except to the extent the failure to have such valid leasehold interests would not reasonably be expected to have a Material Adverse Effect. All of such assets are free and clear of Liens except for Permitted Liens.

4.6 Litigation.

(a) After giving effect to the Confirmation Order and the Plan of Reorganization, there are no actions, suits, or proceedings pending or, to the knowledge of any Borrower, threatened in writing against a Loan Party or any of its Subsidiaries that either individually or in the aggregate would reasonably be expected to result in a Material Adverse Effect.

(b) Schedule 4.6(b) to this Agreement sets forth a complete and accurate description of each of the actions, suits, or proceedings with asserted liabilities in excess of, or that could reasonably be expected to result in liabilities in excess of, $1,000,000 that, as of the Restatement Effective Date, is pending or, to the knowledge of any Borrower threatened in writing against a Loan Party or any of its Subsidiaries.

4.7 Compliance with Laws. No Loan Party nor any of its Subsidiaries (a) is in violation of any applicable laws, rules, regulations, executive orders, or codes (including Environmental Laws) that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect, or (b) is subject to or in default with respect to any final judgments, writs, injunctions, decrees, rules or regulations of any court or any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect.

4.8 No Material Adverse Effect. All historical financial statements relating to the Loan Parties and their Subsidiaries that have been delivered by Borrowers to any Lender have been prepared in accordance with GAAP (except, in the case of unaudited financial statements, for the lack of footnotes and being subject to year-end audit adjustments) and present fairly in all material respects, the Loan Parties' and their Subsidiaries' consolidated financial condition as of the date thereof and results of operations for the period then ended. Since December 31, 2023, no event, circumstance, or change has occurred that has

or could reasonably be expected to result in a Material Adverse Effect; provided, that, the commencement of the Chapter 11 Cases shall not be deemed to be a Material Adverse Effect for this purpose.

4.9 Solvency. On and after the Plan Effective Date and after giving effect to the transaction contemplated to occur on the Plan Effective Date, the Loan Parties and their Subsidiaries, taken as a whole on a consolidated basis, are Solvent.

4.10 Employee Benefits.

(a) Except as set forth on Schedule 4.10, no Loan Party, none of their Subsidiaries, nor any of their ERISA Affiliates maintains or contributes to any Pension Plan. No ERISA Event has occurred that, when taken together with all other ERISA Events for which liability is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Effect.

(b) (i) No ERISA Event has occurred during the five year period prior to the date on which this representation is made or deemed made or is reasonably expected to occur; (ii) neither any Loan Party nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iii) neither any Loan Party nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 of ERISA with respect to a Multiemployer Plan; and (iv) neither any Loan Party nor any ERISA Affiliate has engaged in a transaction that could reasonably be expected to be subject to Sections 4069 or 4212(c) of ERISA, except, with respect to each of the foregoing clauses of this Section 4.10(b), as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(c) The Pension Plans of any Loan Party and any ERISA Affiliate are funded to the extent required by the terms of each Pension Plan, if any, and by the requirements of any material law applicable in the jurisdiction in which the relevant Pension Plan is maintained, and neither any Loan Party nor any ERISA Affiliate maintains a Pension Plan that is, or is expected to be, in at-risk status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the IRC) in each case, except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

4.11 Environmental Condition. Except as set forth on Schedule 4.11 to this Agreement, (a) to each Borrower's knowledge, no Loan Party's nor any of its Subsidiaries' properties or assets has ever been used by a Loan Party, its Subsidiaries, or by previous owners or operators in the disposal of, or to produce, store, handle, treat, release, or transport, any Hazardous Materials, where such disposal, production, storage, handling, treatment, release or transport was in violation, in any material respect, of any applicable Environmental Law, (b) [reserved], (c) no Loan Party nor any of its Subsidiaries has received written notice that a Lien arising under any Environmental Law has attached to any revenues or to any Real Property owned or operated by a Loan Party or its Subsidiaries, and (d) no Loan Party nor any of its Subsidiaries nor any of their respective facilities or operations is subject to any outstanding written order, consent decree, or settlement agreement with any Person relating to any Environmental Law or Environmental Liability that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect. Except as set forth on Schedule 4.11 to this Agreement, to each Borrower's knowledge, no Loan Party's nor any of its Subsidiaries' properties or assets has ever been listed as a Hazardous Materials disposal site under applicable Environmental Laws.

4.12 Complete Disclosure. All factual information taken as a whole (other than forward-looking information and projections and information of a general economic nature and general information about Borrowers' industry) furnished by or on behalf of a Loan Party or its Subsidiaries in writing to Agent

(including all information contained in the Schedules hereto or in the other Loan Documents) for purposes of or in connection with this Agreement or the other Loan Documents, and all other such factual information taken as a whole (other than forward-looking information and projections and information of a general economic nature and general information about Loan Parties' industry) hereafter furnished by or on behalf of a Loan Party or its Subsidiaries in writing to Agent will be, true and accurate, in all material respects, on the date as of which such information is dated or certified and not incomplete by omitting to state any fact necessary to make such information (taken as a whole) not misleading in any material respect at such time in light of the circumstances under which such information was provided. The Projections delivered to Agent on December 31, 2024 represent, and as of the date on which any other Projections are delivered to Agent, such additional Projections represent, Borrowers' good faith estimate, on the date such Projections are delivered, of the Loan Parties' and their Subsidiaries' future performance for the periods covered thereby based upon assumptions believed by Borrowers to be reasonable at the time of the delivery thereof to Agent (it being understood that such Projections are subject to significant uncertainties and contingencies, many of which are beyond the control of the Loan Parties and their Subsidiaries, and no assurances can be given that such Projections will be realized, and although reflecting Borrowers' good faith estimate, projections or forecasts based on methods and assumptions which Borrowers believed to be reasonable at the time such Projections were prepared, are not to be viewed as facts, and that actual results during the period or periods covered by the Projections may differ materially from projected or estimated results). As of the Restatement Effective Date, the information included in the Beneficial Ownership Certification is true and correct in all respects.

4.13 Patriot Act. To the extent applicable, each Loan Party is in compliance, in all material respects, with the (a) Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (b) Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act of 2001, as amended) (the "Patriot Act").

4.14 Indebtedness. Set forth on Schedule 4.14 to this Agreement is a true and complete list of all Indebtedness of each Loan Party and each of its Subsidiaries outstanding immediately prior to the Restatement Effective Date that is to remain outstanding immediately after giving effect to the closing hereunder on the Restatement Effective Date and such Schedule accurately sets forth the aggregate principal amount of such Indebtedness as of the Restatement Effective Date.

4.15 Payment of Taxes. Except as otherwise permitted under Section 5.5, all federal Tax returns and reports and all material state and local Tax returns and reports of each Loan Party and its Subsidiaries required to have been filed by any of them have been timely filed, and all material Taxes shown on such Tax returns to be due and payable and all other Taxes upon a Loan Party and its Subsidiaries and upon their respective assets, income, businesses and franchises that are due and payable have been paid when due and payable. Each Loan Party and each of its Subsidiaries have made adequate provision in accordance with GAAP for all Taxes not yet due and payable. No Borrower knows of any proposed material Tax assessment against a Loan Party or any of its Subsidiaries that is not being actively contested by such Loan Party or such Subsidiary diligently, in good faith, and by appropriate proceedings; provided, that such reserves or other appropriate provisions, if any, as shall be required in conformity with GAAP shall have been made or provided therefor.

4.16 Margin Stock. Neither any Loan Party nor any of its Subsidiaries owns any Margin Stock or is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any Margin Stock. No part of the proceeds of the loans made to Borrowers will be used to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock or for any purpose that violates the provisions of Regulation

T, U or X of the Board of Governors. Neither any Loan Party nor any of its Subsidiaries expects to acquire any Margin Stock.

4.17 Governmental Regulation. No Loan Party nor any of its Subsidiaries is subject to regulation under the Federal Power Act or the Investment Company Act of 1940 or under any other federal or state statute or regulation which may limit its ability to incur Indebtedness or which may otherwise render all or any portion of the Obligations unenforceable. No Loan Party nor any of its Subsidiaries is a "registered investment company" or a company "controlled" by a "registered investment company" or a "principal underwriter" of a "registered investment company" as such terms are defined in the Investment Company Act of 1940.

4.18 OFAC; Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws. No Loan Party or any of its Subsidiaries is in violation of any Sanctions. No Loan Party or any of its Subsidiaries or, to the knowledge of such Loan Party, any director, officer, employee or agent of such Loan Party or such Subsidiary (a) is a Sanctioned Person or a Sanctioned Entity, (b) has any assets located in Sanctioned Entities, or (c) derives revenues from investments in, or transactions with Sanctioned Persons or Sanctioned Entities. Each of the Loan Parties and its Subsidiaries has implemented and maintains in effect policies and procedures designed to ensure compliance with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Loan Parties and its Subsidiaries, and to the knowledge of each such Loan Party, each director, officer, employee and agent of each such Loan Party and each such Subsidiary, is in compliance with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. No proceeds of any Loan made or Letter of Credit issued hereunder will be used to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person or a Sanctioned Entity, or otherwise used in any manner that would result in a violation of any Sanction, Anti-Corruption Law or Anti-Money Laundering Law by any Person (including Agent, any Lender, any Bank Product Provider, any Hedge Provider or any other individual or entity participating in any transaction).

4.19 Employee and Labor Matters. Except as would not individually or in the aggregate be reasonably expected to have a Material Adverse Effect, there is (i) no unfair labor practice complaint pending or, to the knowledge of any Borrower, threatened in writing against any Loan Party or its Subsidiaries before any Governmental Authority and no grievance or arbitration proceeding pending or threatened in writing against any Loan Party or its Subsidiaries which arises out of or under any collective bargaining agreement, (ii) no strike, labor dispute, slowdown, stoppage or similar action or grievance pending or threatened in writing against any Loan Party or its Subsidiaries, or (iii) to the knowledge of any Borrower, no union representation question existing with respect to the employees of any Loan Party or its Subsidiaries and no union organizing activity taking place with respect to any of the employees of any Loan Party or its Subsidiaries. None of any Loan Party or its Subsidiaries has incurred any material liability or obligation under the Worker Adjustment and Retraining Notification Act or similar state law, which remains unpaid or unsatisfied. The hours worked and payments made to employees of each Loan Party and its Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable legal requirements, except to the extent such violations would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. All material payments due from any Loan Party or its Subsidiaries on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of Borrowers, except where the failure to do so would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

4.20 [Reserved].

4.21 Leases. After giving effect to the Confirmation Order and the Plan of Reorganization, each Loan Party and its Subsidiaries enjoy peaceful and undisturbed possession under all leases material to their business and to which they are parties or under which they are operating, and, subject to Permitted Protests,

all of such material leases are valid and subsisting and no material default by the applicable Loan Party or its Subsidiaries exists under any of them.

4.22 Eligible Accounts. As to each Account that is identified by Borrowers as an Eligible Account in a Borrowing Base Certificate submitted to Agent, such Account is (a) a bona fide existing payment obligation of the applicable Account Debtor created by the rendition of services to such Account Debtor in the ordinary course of a Borrower's business, (b) owed to such Borrower without any known defenses, disputes, offsets, counterclaims, or rights of return or cancellation, and (c) not excluded as ineligible by virtue of one or more of the excluding criteria (other than any Agent-discretionary criteria) set forth in the definition of Eligible Accounts.

4.23 Hedge Agreements. On each date that any Hedge Agreement is executed by any Hedge Provider, Borrower and each other Loan Party satisfy all eligibility, suitability and other requirements under the Commodity Exchange Act (7 U.S.C. § 1, et seq., as in effect from time to time) and the Commodity Futures Trading Commission regulations.

4.24 Confirmation Order; Term Loan Documents.

(a) Borrowers have delivered to Agent a complete and correct copy of the Plan of Reorganization and the Confirmation Order (including all schedules, exhibits, amendments, supplements, modifications, assignments and all other documents delivered pursuant thereto or in connection therewith). Borrowers and Guarantors are not in default in the performance of or compliance with any provisions of the Plan of Reorganization. The Plan of Reorganization is in full force and effect as of the Restatement Effective Date and has not been terminated, rescinded or withdrawn. The Confirmation Order is a Final Order and is in full force and effect, and has not been amended, modified or stayed and no appeal therefrom or request for hearing with respect thereto is pending. All conditions to confirmation and effectiveness of the Plan of Reorganization have been satisfied or validly waived pursuant to the Plan of Reorganization (other than conditions consisting of the effectiveness of this Agreement). No court of competent jurisdiction has issued any injunction, restraining order or other order which remains in effect prohibits consummation of the transactions described in the Confirmation Order and no governmental or other action or proceeding has been commenced, seeking any injunction, restraining order or other order which seeks to void or otherwise modify the transactions described in the Confirmation Order.

(b) Borrowers have delivered to Agent a complete and correct copy of the Term Loan Documents, including all schedules and exhibits thereto, executed on the Restatement Effective Date. The execution, delivery and performance of each of the Term Loan Documents has been duly authorized by all necessary action on the part of each Loan Party who is a party thereto. Each Term Loan Document is the legal, valid and binding obligation of each Loan Party who is a party thereto, enforceable against each such Loan Party in accordance with its terms, in each case, except (i) as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting generally the enforcement of creditors' rights, and (ii) the availability of the remedy of specific performance or injunctive or other equitable relief is subject to the discretion of the court before which any proceeding therefor may be brought.

5. AFFIRMATIVE COVENANTS.

Each Loan Party covenants and agrees that, until the termination of all of the Commitments and the payment in full of the Obligations:

5.1 Financial Statements, Reports, Certificates. Borrowers (a) will deliver to Agent each of the financial statements, reports, and other items set forth on Schedule 5.1 to this Agreement no later than

the times specified therein, (b) agree that no Subsidiary of a Loan Party will have a fiscal year different from that of Administrative Borrower, (c) agree to maintain a system of accounting that enables Loan Parties to produce financial statements in accordance with GAAP, and (d) agree that they will, and will cause each other Loan Party to, (i) keep a reporting system that shows all additions, sales, claims, returns, and allowances with respect to their and their Subsidiaries' sales, and (ii) maintain their billing systems and practices substantially as in effect as of the Closing Date and shall only make material modifications thereto with notice to, and with the consent of, Lender.

5.2 Reporting. Borrowers (a) will deliver to Agent each of the reports set forth on Schedule 5.2 to this Agreement at the times specified therein, and (b) agree to use commercially reasonable efforts in cooperation with Agent to facilitate and implement a system of electronic collateral reporting in order to provide electronic reporting of each of the items set forth on such Schedule. Borrowers and Agent hereby agree that the delivery of the Borrowing Base Certificate through Agent's electronic platform or portal, subject to Agent's authentication process, by such other electronic method as may be approved by Agent from time to time in its sole discretion, or by such other electronic input of information necessary to calculate the Borrowing Bases as may be approved by Agent from time to time in its sole discretion, shall in each case be deemed to satisfy the obligation of Borrowers to deliver such Borrowing Base Certificate, with the same legal effect as if such Borrowing Base Certificate had been manually executed by Borrowers and delivered to Agent.

5.3 Existence. Except as otherwise permitted under Section 6.3 or Section 6.4, each Loan Party will, and will cause each of its Subsidiaries to, at all times preserve and keep in full force and effect such Person's valid existence and good standing in its jurisdiction of organization and, except as would not reasonably be expected to result in a Material Adverse Effect, good standing with respect to all other jurisdictions in which it is qualified to do business and any rights, franchises, permits, licenses, accreditations, authorizations, or other approvals material to their businesses.

5.4 Maintenance of Properties. Each Loan Party will, and will cause each of its Subsidiaries to, maintain and preserve all of its assets that are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear, tear, casualty, and condemnation and Permitted Dispositions excepted (and except where the failure to so maintain and preserve assets could not reasonably be expected to result in a Material Adverse Effect).

5.5 Taxes. After giving effect to the Confirmation Order and the Plan of Reorganization, each Loan Party will, and will cause each of its Subsidiaries to, pay in full before delinquency or before the expiration of any extension period all Taxes imposed, levied, or assessed against it, or any of its assets or in respect of any of its income, businesses, or franchises, other than to the extent that the validity of such Tax is the subject of a Permitted Protest and except where the failure to pay such Taxes could not reasonably be expected to result in a Material Adverse Effect.

5.6 Insurance. Each Loan Party will, and will cause each of its Subsidiaries to, at the expense of such Loan Party or such Subsidiary, maintain insurance respecting each of each Loan Party's and its Subsidiaries' assets wherever located, covering liabilities, losses or damages as are customarily insured against by other Persons engaged in same or similar businesses and similarly situated and located. Borrowers also shall maintain, or cause a Loan Party to maintain, with respect to each Loan Party and each of its Subsidiaries, general liability insurance, flood insurance for Collateral located in a flood plain, product liability insurance, director's and officer's liability insurance, fiduciary liability insurance, and employment practices liability insurance, as well as insurance against larceny, embezzlement, and criminal misappropriation. All such policies of insurance shall be with financially sound and reputable insurance companies acceptable to Agent (it being agreed that, as of the Restatement Effective Date, the insurance companies with which the Borrowers maintain such insurance policies are acceptable to Agent) and in such

amounts as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated and located and, in any event, in amount, adequacy, and scope (it being agreed that the amount, adequacy, and scope of the policies of insurance of Borrowers in effect as of the Restatement Effective Date are acceptable to Agent). reasonably satisfactory to Agent. All property insurance policies are to be made payable to Agent for the benefit of Agent and Lenders, as their interests may appear, in case of loss, pursuant to a standard loss payable endorsement with a standard non-contributory "lender" or "secured party" clause and are to contain such other provisions as Agent may reasonably require to fully protect Agent's and Lenders' interest in the Collateral and to any payments to be made under such policies. All certificates of property and general liability insurance are to be delivered to Agent, with the Agent's loss payable and additional insured endorsements in favor of Agent, and shall provide for not less than thirty (30) days (ten (10) days in the case of non-payment) prior written notice to Agent of the exercise of any right of cancellation. If any Loan Party or its Subsidiaries fails to maintain such insurance, Agent may arrange for such insurance, but at Borrowers' expense and without any responsibility on Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Borrowers shall give Agent prompt notice of any loss exceeding $1,000,000 covered by the casualty or business interruption insurance of any Loan Party or its Subsidiaries. Upon the occurrence and during the continuance of an Event of Default, Agent shall have the sole right to file claims under any property and general liability insurance policies in respect of the Collateral, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies.

5.7 Inspection.

(a) Each Loan Party will, and will cause each of its Subsidiaries to, permit Agent, any Lender and each of their respective duly authorized representatives or agents to visit any of its properties and inspect any of its assets or books and records, to examine and make copies of its books and records, and to discuss its affairs, finances, and accounts with, and to be advised as to the same by, its officers and employees (provided, that an authorized representative of a Borrower shall be allowed to be present) at such reasonable times and intervals as Agent may designate and, so long as no Default or Event of Default has occurred and is continuing, with reasonable prior notice to Borrowers and during regular business hours, at Borrowers' expense and subject to the limitations set forth below in Section 5.7(c).

(b) Each Loan Party will, and will cause each of its Subsidiaries to, permit Agent and each of its duly authorized representatives or agents to conduct field examinations at such reasonable times and intervals as Agent may designate and, so long as no Default or Event of Default has occurred and is continuing, with reasonable prior notice to Borrowers and during regular business hours, at Borrowers' expense, subject to the limitations set forth below in Section 5.7(c).

(c) So long as no Event of Default shall have occurred and be continuing during a calendar year, Borrowers shall not be obligated to reimburse Agent for more than one (1) field examination in such calendar year (increasing to two (2) field examinations during an Increased Reporting Period during such calendar year).

5.8 Compliance with Laws. Each Loan Party will, and will cause each of its Subsidiaries to, comply with the requirements of all applicable laws, rules, regulations, and orders of any Governmental Authority, other than laws, rules, regulations, and orders the non-compliance with which, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

5.9 Environmental. Each Loan Party will, and will cause each of its Subsidiaries to,

(a) Keep any property either owned or operated by any Loan Party or its Subsidiaries free of any Environmental Liens or post bonds or other financial assurances sufficient to satisfy the obligations or liability evidenced by such Environmental Liens,

(b) Comply with all Environmental Laws other than Environmental Laws the non-compliance with which, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect,

(c) Promptly notify Agent and Lenders of any release of which any Loan Party has knowledge of a Hazardous Material in any reportable quantity from or onto property owned or operated by any Loan Party or its Subsidiaries and take any Remedial Actions required to abate said release or otherwise to come into compliance with applicable Environmental Law, other than releases which, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, and

(d) Promptly, but in any event within ten Business Days of its receipt thereof, provide Agent and Lenders with written notice of any of the following: to the extent, in the case of clauses (ii) and (iii), any of the following could reasonably be expected to have a Material Adverse Effect: (i) notice that an Environmental Lien has been filed against any of the real or personal property of a Loan Party or its Subsidiaries, (ii) commencement of any Environmental Action or written notice that an Environmental Action will be filed against a Loan Party or its Subsidiaries, and (iii) written notice of a violation, citation, or other administrative order from a Governmental Authority.

5.10 Disclosure Updates. Each Loan Party will, promptly and in no event later than five Business Days after obtaining knowledge thereof, notify Agent if any written information, exhibit, or report furnished to Agent or Lenders contained, at the time it was furnished, any untrue statement of a material fact or omitted to state any material fact necessary to make the statements contained therein, taken as a whole, not misleading in light of the circumstances in which made. The foregoing to the contrary notwithstanding, any notification pursuant to the foregoing provision will not cure or remedy the effect of the prior untrue statement of a material fact or omission of any material fact nor shall any such notification have the effect of amending or modifying this Agreement or any of the Schedules hereto.

5.11 Formation or Acquisition of Subsidiaries. If any Loan Party forms or acquires any new Subsidiary (other than an Excluded Subsidiary), such Loan Party shall, within fifteen (15) days of such event (or such later date as permitted by Agent), (a) cause such new Subsidiary (i) to be joined as a Borrower hereunder pursuant to a Joinder to this Agreement or to become a Guarantor of the Obligations, as determined by Agent, and (ii) to provide to Agent a joinder to the Guaranty and Security Agreement, in each case, together with such other security agreements, as well as appropriate financing statements, all in form and substance reasonably satisfactory to Agent (including being sufficient to grant Agent a first priority Lien (subject to Permitted Liens) in and to the assets of such newly formed or acquired Subsidiary), (b) provide, or cause the applicable Loan Party to provide, to Agent a pledge agreement (or an addendum to the Guaranty and Security Agreement) and appropriate certificates and powers or financing statements, pledging all of the direct or beneficial ownership interest in such new Subsidiary in form and substance reasonably satisfactory to Agent; provided, that the foregoing shall apply only to 65% of the total outstanding voting Equity Interests of any Excluded Subsidiary described in clause (a) or (c) of the definition or Excluded Subsidiary, and (c) provide to Agent all other documentation, including the Governing Documents of such Subsidiary and one or more opinions of counsel reasonably satisfactory to Agent, which, in its opinion, is appropriate with respect to the execution and delivery of the applicable documentation referred to above. Any document, agreement, or instrument executed or issued pursuant to this Section 5.11 shall constitute a Loan Document.

5.12 Further Assurances. Each Loan Party will, and will cause each of the other Loan Parties to, at any time upon the reasonable request of Agent, in writing, execute or deliver to Agent any and all financing statements, security agreements, pledges, assignments, opinions of counsel, and all other documents (the "Additional Documents") that Agent may reasonably request in form and substance reasonably satisfactory to Agent, to create, perfect, and continue perfected or to better perfect Agent's Liens in all of the assets of each of the Loan Parties (whether now owned or hereafter arising or acquired, tangible or intangible), and in order to fully consummate all of the transactions contemplated hereby and under the other Loan Documents. To the maximum extent permitted by applicable law, if any Borrower or any other Loan Party refuses or fails to execute or deliver any reasonably requested Additional Documents within a reasonable period of time not to exceed 10 days following the request to do so, each Borrower and each other Loan Party hereby authorizes Agent to execute any such Additional Documents in the applicable Loan Party's name and authorizes Agent to file such executed Additional Documents in any appropriate filing office. In furtherance of, and not in limitation of, the foregoing, each Loan Party shall take such actions as Agent may reasonably request, in writing, from time to time to ensure that the Obligations are guaranteed by the Guarantors and are secured by substantially all of the assets of the Loan Parties, including all of the outstanding capital Equity Interests of each Borrower and its Subsidiaries (in each case, other than with respect to any assets consisting of Excluded Collateral) pursuant to Section 3 of the Guaranty and Security Agreement).

5.13 Location of Chief Executive Office. Each Loan Party will, and will cause each of its Subsidiaries to, keep their respective chief executive offices only at the locations identified on Schedule 7 to the Guaranty and Security Agreement. Each Loan Party will, and will cause each of its Subsidiaries to, use their commercially reasonable efforts to obtain Collateral Access Agreements for each of the locations identified on Schedule 7 to the Guaranty and Security Agreement.

5.14 OFAC; Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws. Each Loan Party will, and will cause each of its Subsidiaries to, comply with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Loan Parties and its Subsidiaries will implement and maintain in effect policies and procedures designed to ensure compliance by the Loan Parties and their Subsidiaries and their respective directors, officers, employees and agents with, and each of the Loan Parties and their respective Subsidiaries will comply with, all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws.

6. NEGATIVE COVENANTS.

Each Loan Party covenants and agrees that, until termination of all of the Commitments and the payment in full of the Obligations:

6.1 Indebtedness. Each Loan Party will not, and will not permit any of its Subsidiaries to, create, incur, assume, suffer to exist, guarantee, or otherwise become or remain, directly or indirectly, liable with respect to any Indebtedness, except for Permitted Indebtedness.

6.2 Liens. Each Loan Party will not, and will not permit any of its Subsidiaries to, create, incur, assume, or suffer to exist, directly or indirectly, any Lien on or with respect to any of its assets, of any kind, whether now owned or hereafter acquired, or any income or profits therefrom, except for Permitted Liens.

6.3 Restrictions on Fundamental Changes. Each Loan Party will not, and will not permit any of its Subsidiaries to,

(a) Enter into any merger, consolidation, reorganization, or recapitalization, or reclassify its Equity Interests, except for (i) any merger between Loan Parties; provided, that a Borrower must be the

surviving entity of any such merger to which it is a party and Lead Borrower must be the surviving entity of any merger to which it is a party, (ii) any merger between a Loan Party and a Subsidiary of such Loan Party that is not a Loan Party so long as such Loan Party is the surviving entity of any such merger, and (iii) any merger between Subsidiaries of any Loan Party that are not Loan Parties,

(b) liquidate, wind up, or dissolve itself (or suffer any liquidation or dissolution), except for (i) the liquidation or dissolution of non-operating Subsidiaries of any Loan Party with nominal assets and nominal liabilities, (ii) the liquidation or dissolution of a Loan Party (other than any Borrower) or any of its wholly-owned Subsidiaries so long as all of the assets (including any interest in any Equity Interests) of such liquidating or dissolving Loan Party or Subsidiary are transferred to a Loan Party that is not liquidating or dissolving, or (iii) the liquidation or dissolution of a Subsidiary of any Loan Party that is not a Loan Party (other than any such Subsidiary the Equity Interests of which (or any portion thereof) is subject to a Lien in favor of Agent) so long as all of the assets of such liquidating or dissolving Subsidiary are transferred to a Subsidiary of a Loan Party that is not liquidating or dissolving,

(c) suspend or cease operating a substantial portion of its or their business, except as permitted pursuant to clauses (a) or (b) above or in connection with a transaction permitted under Section 6.4, or

(d) change its classification/status for U.S. federal income tax purposes.

6.4 Disposal of Assets. Other than Permitted Dispositions or transactions expressly permitted by Sections 6.3 or 6.9, each Loan Party will not, and will not permit any of its Subsidiaries to, convey, sell, lease, license, assign, transfer, or otherwise dispose of any of its or their assets (including by an allocation of assets among newly divided limited liability companies pursuant to a "plan of division").

6.5 Nature of Business. Each Loan Party will not, and will not permit any of its Subsidiaries to, make any material change in the nature of its or their business as described in Schedule 6.5 to this Agreement or acquire any properties or assets that are not reasonably related to the conduct of such business activities; provided, that the foregoing shall not prevent any Loan Party and its Subsidiaries from engaging in any business that is reasonably related or ancillary to its or their business.

6.6 Prepayments and Amendments. Each Loan Party will not, and will not permit any of its Subsidiaries to,

(a) except in connection with Refinancing Indebtedness permitted by Section 6.1,

(i) optionally prepay, redeem, defease, purchase, or otherwise acquire any Indebtedness of any Loan Party or its Subsidiaries, other than (A) the Obligations in accordance with this Agreement, (B) Hedge Obligations, (C) Permitted Intercompany Advances or (D) Term Loan Indebtedness and other Indebtedness so long as, in each case, each of the Payment Conditions shall be satisfied, or

(ii) make any mandatory payments of principal in respect of the Term Loan Indebtedness if, as of the date of any such payment, or after giving effect thereto, an Event of Default shall exist, or

(b) Directly or indirectly, amend, modify, or change any of the terms or provisions of:

(i) any agreement, instrument, document, indenture, or other writing evidencing or concerning Permitted Indebtedness other than (A) the Obligations in accordance with this Agreement, (B) Hedge Obligations, (C) Permitted Intercompany Advances, (D) Term Loan Indebtedness to the extent expressly permitted pursuant to the Intercreditor Agreement, and (E) Indebtedness permitted under clauses (c), (e) and (f) of the definition of Permitted Indebtedness,

(ii) the Governing Documents of any Loan Party or any of its Subsidiaries if the effect thereof, either individually or in the aggregate, would reasonably be expected to be materially adverse to the interests of the Lenders, or

(iii) any Material Contract except in accordance with the Plan of Reorganization or to the extent that such amendment, modification, or change could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

6.7 Restricted Payments; Management Fees. Each Loan Party will not, and will not permit any of its Subsidiaries to, make any Restricted Payment; provided, that so long as it is permitted by law:

(a) (i) Each Subsidiary of a Loan Party may make Restricted Payments to any Loan Party and (ii) each Subsidiary of a Loan Party that is not a Loan Party may make Restricted Payments to another Subsidiary that is not a Loan Party.

(b) Parent may pay management fees to Permitted Holders in an aggregate amount not to exceed $250,000 per calendar year, so long as no Default or Event of Default shall have occurred and be continuing or would result therefrom.

(c) Any amounts paid by Parent as withholding taxes in connection with net share settlements of such securities under any equity incentive plan of Parent approved by the stockholders of Parent.

(d) So long as no Default or Event of Default shall have occurred and be continuing or would result therefrom, Parent may make other Restricted Payments with proceeds received by Parent from the sale of Equity Interests of Parent other than proceeds of Specified Equity Contributions; provided that any such Restricted Payments are made no later than 30 days after such proceeds have been received by Parent.

(e) Each Loan Party and each of its Subsidiaries may make other Restricted Payments; provided, that, each of the Payment Conditions shall be satisfied.

(f) With respect to any taxable period (or portion thereof) for which the Lead Borrower and any of its Subsidiaries are members of a consolidated, combined, affiliated, unitary or similar income tax group for U.S. federal or applicable state or local income tax purposes of which a direct or indirect parent of the Lead Borrower is the common parent, Borrowers and their Subsidiaries may pay dividends or make distributions to such direct or indirect parent of the Borrower in an amount not to exceed the sum of the amount of the relevant U.S. federal, state and/or local income taxes that the Borrowers and such Subsidiaries, as applicable, would have paid for such taxable period had the Borrowers and such Subsidiaries, as applicable, been a stand-alone corporate taxpayer or a stand-alone corporate group, reduced by any such taxes directly paid or withheld at the level of the Borrowers or such Subsidiaries; provided, that distributions pursuant to this clause shall not exceed the actual tax liability of such direct or indirect parent of the Lead Borrower in respect of the relevant U.S. federal, state and/or income taxes.

6.8 Accounting Methods. Each Loan Party will not, and will not permit any of its Subsidiaries to, modify or change its fiscal year or its method of accounting (other than as may be required to conform to GAAP).

6.9 Investments. Each Loan Party will not, and will not permit any of its Subsidiaries to, directly or indirectly, make or acquire any Investment or incur any liabilities (including contingent obligations) for or in connection with any Investment except for Permitted Investments.

6.10 Transactions with Affiliates. Each Loan Party will not, and will not permit any of its Subsidiaries to, directly or indirectly, enter into or permit to exist any transaction with any Affiliate of any Loan Party or any of its Subsidiaries except for:

(a) transactions (other than the payment of management, consulting, monitoring, or advisory fees) between such Loan Party or its Subsidiaries, on the one hand, and any Affiliate of such Loan Party or its Subsidiaries, on the other hand, so long as such transactions are no less favorable, taken as a whole, to such Loan Party or its Subsidiaries, as applicable, than would be obtained in an arm's length transaction with a non-Affiliate,

(b) any indemnity provided for the benefit of directors (or comparable managers) of a Loan Party or one of its Subsidiaries so long as it has been approved by such Loan Party's or such Subsidiary's board of directors (or comparable governing body) in accordance with applicable law,

(c) the payment of reasonable compensation, severance, or employee benefit arrangements to employees, officers, and outside directors of a Loan Party or one of its Subsidiaries in the ordinary course of business and consistent with industry practice so long as it has been approved by such Loan Party's or such Subsidiary's board of directors (or comparable governing body) in accordance with applicable law,

(d) (i) transactions solely among the Loan Parties, and (ii) transactions solely among Subsidiaries of Loan Parties that are not Loan Parties,

(e) transactions permitted by Section 6.3, Section 6.7, or Section 6.9,

(f) Permitted Indebtedness constituting Subordinated Indebtedness owing to Affiliates,

(g) agreements for the non-exclusive licensing of intellectual property, or distribution of products, in each case, among the Loan Parties and their Subsidiaries for the purpose of the counterparty thereof operating its business, and agreements for the assignment of intellectual property from any Loan Party or any of its Subsidiaries to any Loan Party, or

(h) transactions contemplated by the terms of the Plan of Reorganization.

6.11 Use of Proceeds. Each Loan Party will not, and will not permit any of its Subsidiaries to, use the proceeds of any Loan made hereunder for any purpose other than (a) on the Restatement Effective Date, (i) to pay the fees, costs, and expenses incurred in connection with this Agreement, the other Loan Documents, and the other Transactions all in accordance with the Plan of Reorganization (including all obligations under the Existing Credit Agreement) and (b) thereafter, consistent with the terms and conditions hereof, to fund working capital of the Loan Parties and for other general corporate purposes (provided that (x) no part of the proceeds of the loans made to Borrowers will be used to purchase or carry any such Margin Stock or to extend credit to others for the purpose of purchasing or carrying any such Margin Stock or for any purpose that violates the provisions of Regulation T, U or X of the Board of Governors or for any unlawful purpose, (y) no part of the proceeds of any Loan or Letter of Credit will be used, directly or indirectly, to make any payments to a Sanctioned Entity or a Sanctioned Person, to fund any investments, loans or contributions in, or otherwise make such proceeds available to, a Sanctioned Entity or a Sanctioned Person, to fund any operations, activities or business of a Sanctioned Entity or a Sanctioned Person), or in any other manner that would result in a violation of Sanctions by any Person, and (z) no part of the proceeds of any Loan or Letter of Credit will be used, directly or indirectly, 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 any Sanctions, Anti-Corruption Laws or Anti-Money Laundering Laws.

6.12 Limitation on Issuance of Equity Interests. Except for the issuance or sale of Qualified Equity Interests by Parent, each Loan Party will not, and will not permit any of its Subsidiaries to, issue or sell any of its Equity Interests.

7. FINANCIAL COVENANT.

7.1 Fixed Charge Coverage Ratio. Each Borrower covenants and agrees that, until the termination of all of the Commitments and the payment in full of the Obligations, Borrowers will maintain a Fixed Charge Coverage Ratio, calculated on a trailing twelve month basis and measured as of the last day of each calendar month during any Covenant Testing Period (including the last day thereof), in each case of at least 1.00 to 1.00.

7.2 Right to Cure.

(a) Notwithstanding anything to the contrary contained in Section 7.1, subject to Section 7.2(b), in the event that Borrowers fail to comply with the requirements of Section 7.1 with respect to any fiscal period, after the end of such fiscal period until the expiration of the tenth (10th) Business Day subsequent to the date on which financial statements with respect to the fiscal period for which such covenant is being measured are required to be delivered, any Person (other than a Loan Party) shall have the right to make a Specified Equity Contribution to Parent (collectively, the "Cure Right"), and so long as Parent actually receives cash (the "Cure Amount") pursuant to the exercise of such Cure Right no later than ten (10) Business Days after the date on which financial statements with respect to the fiscal period for which such covenant is being measured are required to be delivered), then the amounts for purposes of determining compliance with the covenant in Section 7.1 shall be recalculated giving effect to the following pro forma adjustments:

(i) EBITDA shall be increased, solely for the purpose of determining compliance with the covenant in Section 7.1 and not for any other purpose under this Agreement, by an amount equal to the Cure Amount; and

(ii) if, after giving effect to the foregoing recalculations, the Borrowers shall then be in compliance with the requirements of Section 7.1, the Borrowers shall be deemed to have satisfied the requirements of Section 7.1 as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and any applicable breach or default of Section 7.1 that had occurred shall be deemed cured for purposes of this Agreement.

(b) **Limitation on Exercise of Cure Right**. Notwithstanding anything herein to the contrary contained herein or in any Loan Document, (i) no Lender shall be required to make any Loans and no Issuing Bank shall be required to issue or amend any Letters of Credit, in each case, during the ten (10) Business Day period referred to above, (ii) in each twelve (12) consecutive fiscal month period there shall be a period of six (6) consecutive fiscal months in which the Cure Right is not exercised, (iii) the Cure Amount shall be no greater than one hundred (100%) percent of the amount required for purposes of compliance with Section 7.1 as provided above, (iv) the Cure Right shall not be exercised more than four (4) times during the term of this Agreement, (v) all Specified Equity Contributions shall be disregarded for purposes of determining any pricing, any financial ratio-based conditions or any baskets or threshold under this Agreement, and (vi) no Specified Equity Contribution shall result in any reduction of Indebtedness for purposes of calculating compliance with any financial covenant under this Agreement.

8. EVENTS OF DEFAULT.

Any one or more of the following events shall constitute an event of default (each, an "Event of Default") under this Agreement:

8.1 Payments. If Borrowers fail to pay when due and payable, or when declared due and payable, (a) all or any portion of the Obligations consisting of interest, fees, or charges due to the Lender Group, reimbursement of Lender Group Expenses, or other amounts (other than any portion thereof constituting principal) constituting Obligations (including any portion thereof that accrues after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), and such failure continues for a period of three Business Days, (b) all or any portion of the principal of the Obligations, or (c) any amount payable to Issuing Bank in reimbursement of any drawing under a Letter of Credit which have not been paid through a Revolving Loan;

8.2 Covenants. If any Loan Party or any of its Subsidiaries:

(a) fails to perform or observe any covenant or other agreement contained in any of (i) Sections 3.6, 5.1, 5.2, 5.3 (solely if any Borrower is not in existence in its jurisdiction of organization), 5.5, 5.6, 5.7, 5.11, 5.13 or 5.14 of this Agreement, (ii) Section 6 of this Agreement, (iii) Section 7 of this Agreement (subject to the Cure Right), or (iv) Section 7 of the Guaranty and Security Agreement;

(b) fails to perform or observe any covenant or other agreement contained in any of Sections 5.3 (other than if any Borrower is not in existence in its jurisdiction of organization), 5.4, 5.8, 5.10 and 5.12 of this Agreement and such failure continues for a period of fifteen (15) days after the earlier of (i) the date on which such failure shall first become known to any officer of any Borrower, or (ii) the date on which written notice thereof is given to Borrowers by Agent; or

(c) fails to perform or observe any covenant or other agreement contained in this Agreement, or in any of the other Loan Documents, in each case, other than any such covenant or agreement that is the subject of another provision of this Section 8 (in which event such other provision of this Section 8 shall govern), and such failure continues for a period of thirty (30) days after the earlier of (i) the date on which such failure shall first become known to any officer of any Borrower, or (ii) the date on which written notice thereof is given to Borrowers by Agent;

8.3 Judgments. If one or more judgments, orders, or awards for the payment of money involving an aggregate amount of $3,750,000, or more (except to the extent fully covered (other than to the extent of customary deductibles) by insurance pursuant to which the insurer has not denied coverage) is entered or filed against a Loan Party or any of its Subsidiaries, or with respect to any of their respective assets, and either (a) there is a period of thirty consecutive days at any time after the entry of any such judgment, order, or award during which (i) the same is not discharged, satisfied, vacated, or bonded pending appeal, or (ii) a stay of enforcement thereof is not in effect, or (b) enforcement proceedings are commenced upon such judgment, order, or award;

8.4 Voluntary Bankruptcy, Etc. If an Insolvency Proceeding is commenced by a Loan Party or any of its Subsidiaries;

8.5 Involuntary Bankruptcy, Etc. If an Insolvency Proceeding is commenced against a Loan Party or any of its Subsidiaries and any of the following events occur: (a) such Loan Party or such Subsidiary consents to the institution of such Insolvency Proceeding against it, (b) the petition commencing the Insolvency Proceeding is not timely controverted, (c) the petition commencing the Insolvency Proceeding is not dismissed within sixty calendar days of the date of the filing thereof, (d) an interim trustee is appointed to take possession of all or any substantial portion of the properties or assets of, or to operate

all or any substantial portion of the business of, such Loan Party or its Subsidiary, or (e) an order for relief shall have been issued or entered therein;

8.6 Default under Other Agreements. If (a) an "event of default" occurs under the Term Loan Documents or (b) there is a default in one or more other agreements to which a Loan Party or any of its Subsidiaries is a party with one or more third Persons relative to a Loan Party's or any of its Subsidiaries' Indebtedness involving an aggregate amount of $3,750,000 or more (other than Term Loan Indebtedness), and such default (i) occurs at the final maturity of the obligations thereunder, or (ii) results in a right by such third Person, irrespective of whether exercised, to accelerate the maturity of such Loan Party's or its Subsidiary's obligations thereunder, or (c) a default in or an involuntary early termination of one or more Hedge Agreements to which a Loan Party or any of its Subsidiaries is a party and any Lender is a counterparty, or (d) a default in or an involuntary early termination of one or more Hedge Agreements to which a Loan Party or any of its Subsidiaries is a party and a Bank Product Provider is not a counterparty and, in either event under this clause (d), the swap termination costs to be paid by such Loan Party or Subsidiary to the counterparty in accordance with the terms of such Hedge Agreement are $2,000,000 or more;

8.7 Representations, Etc. If any warranty, representation, certificate, statement, or Record made herein or in any other Loan Document or delivered in writing to Agent or any Lender in connection with this Agreement or any other Loan Document proves to be untrue in any material respect (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of the date of issuance or making or deemed making thereof;

8.8 Guaranty. If the obligation of any Guarantor under the guaranty contained in the Guaranty and Security Agreement or under any other guaranty in favor of Agent is limited or terminated by operation of law or by such Guarantor (other than in accordance with the terms of this Agreement) or if any Guarantor repudiates or revokes or purports to repudiate or revoke any such guaranty;

8.9 Collateral Documents. If the Guaranty and Security Agreement or any other Collateral Document, shall, for any reason, fail or cease to create a valid and perfected and, (except to the extent of Permitted Liens which are non-consensual Permitted Liens, Liens securing Permitted Purchase Money Indebtedness or the interests of lessors under Capital Leases) first priority Lien on the Collateral covered thereby, or such Lien shall for any reason cease to be a perfected and first priority Lien (except to the extent of Permitted Liens which are non-consensual Permitted Liens, Liens securing Permitted Purchase Money Indebtedness or the interests of lessors under Capital Leases), except (a) as a result of a disposition of the applicable Collateral in a transaction permitted under this Agreement, (b) with respect to Collateral the aggregate value of which, for all such Collateral, does not exceed at any time, $2,500,000 or (c) pursuant to the terms of the Intercreditor Agreement;

8.10 Loan Documents. The validity or enforceability of any Loan Document shall at any time for any reason (other than solely as the result of an action or failure to act on the part of Agent) be declared to be null and void, or a proceeding shall be commenced by a Loan Party or its Subsidiaries, or by any Governmental Authority having jurisdiction over a Loan Party or its Subsidiaries, seeking to establish the invalidity or unenforceability thereof, or a Loan Party or its Subsidiaries shall deny that such Loan Party or its Subsidiaries has any liability or obligation purported to be created under any Loan Document;

8.11 Change of Control. Other than with respect to transaction contemplated by the Plan of Reorganization to occur on the Plan Effective Date, a Change of Control shall occur, whether directly or indirectly;

8.12 ERISA. (i) The occurrence of any of the following events: (a) any Loan Party or ERISA Affiliate fails to make full payment when due of all amounts which any Loan Party or ERISA Affiliate is required to pay as contributions, installments, or otherwise to or with respect to a Pension Plan or Multiemployer Plan, and such failure could reasonably be expected to result in liability to any Loan Party in excess of $1,000,000, or (b) an ERISA Event, which could reasonably be expected to result in liability to any Loan Party in excess of $1,000,000, either individually or in the aggregate; or

8.13 Subordination; Intercreditor Agreement. (a) The provisions of the Intercreditor Agreement shall, in whole or in part, terminate, cease to be effective or cease to be legally valid, binding and enforceable against the Term Loan Agent and the Term Loan Lenders, or (b) the subordination provisions of the documents evidencing or governing any Subordinated Indebtedness (together with similar provisions of the Intercreditor Agreement (collectively, the "Subordination Provisions")) shall, in whole or in part, terminate, cease to be effective or cease to be legally valid, binding and enforceable against any holder of such Indebtedness; or (c) any Person shall, directly or indirectly, disavow or contest in any manner (A) the effectiveness, validity or enforceability of any of the Subordination Provisions, (B) that the Subordination Provisions exist for the benefit of the Loan Parties, or (C) that all payments of principal of or premium and interest on the applicable Indebtedness, or realized from the liquidation of any property of any Loan Party, shall be subject to any Subordination Provisions applicable thereto.

8.14 Plan of Reorganization; Confirmation Order. (a) Any failure by any Loan Party to observe or perform any of the material terms or conditions of the Plan of Reorganization, the Confirmation Order or any other material order, stipulation or other arrangements entered by or with the Bankruptcy Court in the Chapter 11 Case or otherwise under the Plan of Reorganization or (b) any material provision of the Confirmation Order or such other material order or stipulation shall be vacated, reversed or stayed or modified or amended, without the consent of the Agent.

9. RIGHTS AND REMEDIES.

9.1 Rights and Remedies. Upon the occurrence and during the continuation of an Event of Default, Agent may, and, at the instruction of the Required Lenders, shall (in each case under clauses (a) or (b) below by written notice to Lead Borrower), in addition to any other rights or remedies provided for hereunder or under any other Loan Document or by applicable law, do any one or more of the following:

(a) by written notice to Lead Borrower, (i) declare the Obligations (other than the Bank Product Obligations), whether evidenced by this Agreement or by any of the other Loan Documents immediately due and payable, whereupon the same shall become and be immediately due and payable and Borrowers shall be obligated to repay all of such Obligations in full, without presentment, demand, protest, or further notice or other requirements of any kind, all of which are hereby expressly waived by Borrower and (ii) direct Borrowers to provide (and Borrowers agree that upon receipt of such notice Borrowers will provide) Letter of Credit Collateralization to Agent to be held as security for Borrowers' reimbursement obligations for drawings that may subsequently occur under issued and outstanding Letters of Credit;

(b) by written notice to Lead Borrower, declare the Commitments terminated, whereupon the Commitments shall immediately be terminated together with (i) any obligation of any Lender hereunder to make Revolving Loans, and (ii) the obligation of Issuing Bank to issue Letters of Credit; and

(c) exercise all other rights and remedies available to Agent or Lenders under the Loan Documents or applicable law.

The foregoing to the contrary notwithstanding, upon the occurrence of any Event of Default described in Section 8.4 or Section 8.5, in addition to the remedies set forth above, without any notice to Borrower or

any other Person or any act by the Lender Group, the Commitments shall automatically terminate and the Obligations (other than the Bank Product Obligations), inclusive of all accrued and unpaid interest thereon and all fees and all other amounts owing under this Agreement or under any of the other Loan Documents, shall automatically and immediately become due and payable and Borrower shall be obligated to repay all of such Obligations in full, without presentment, demand, protest, or notice of any kind, all of which are expressly waived by Borrower.

9.2 Remedies Cumulative. The rights and remedies of the Lender Group under this Agreement, the other Loan Documents, and all other agreements shall be cumulative. The Lender Group shall have all other rights and remedies not inconsistent herewith as provided under the UCC, by law, or in equity. No exercise by the Lender Group of one right or remedy shall be deemed an election, and no waiver by the Lender Group of any Event of Default shall be deemed a continuing waiver. No delay by the Lender Group shall constitute a waiver, election, or acquiescence by it.

10. WAIVERS; INDEMNIFICATION.

10.1 Demand; Protest; etc. Each Borrower waives demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment, nonpayment at maturity, release, compromise, settlement, extension, or renewal of documents, instruments, chattel paper, and guarantees at any time held by the Lender Group on which any Borrower may in any way be liable.

10.2 The Lender Group's Liability for Collateral. Each Borrower hereby agrees that: (a) so long as Agent complies with its obligations, if any, under the UCC, the Lender Group shall not in any way or manner be liable or responsible for: (i) the safekeeping of the Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the value thereof, or (iv) any act or default of any carrier, warehouseman, bailee, forwarding agency, or other Person, and (b) all risk of loss, damage, or destruction of the Collateral shall be borne by the Loan Parties.

10.3 Indemnification. Each Loan Party shall pay, indemnify, defend, and hold the Agent-Related Persons, the Lender-Related Persons, the Issuing Bank and each Participant (each, an "Indemnified Person") harmless (to the fullest extent permitted by law) from and against any and all claims, demands, suits, actions, investigations, proceedings, liabilities, fines, costs, penalties, and damages, and all reasonable fees and disbursements of attorneys (limited to a single counsel for the Agent, a single counsel for the other Persons in the Lender Group taken as a whole, one local counsel for Agent, one local counsel for the other Persons in the Lender Group taken as a whole, in each appropriate jurisdiction (as applicable) and, in the case of an actual or perceived conflict of interest involving an Indemnified Person, one counsel for such Indemnified Person), experts, or consultants and all other out-of-pocket costs and expenses actually incurred in connection therewith or in connection with the enforcement of this indemnification (as and when they are incurred and irrespective of whether suit is brought), at any time asserted against, imposed upon, or incurred by any of them (a) in connection with or as a result of or related to the execution and delivery (provided that Loan Parties shall not be liable for costs and expenses (including attorneys' fees) of any Lender (other than Wells Fargo) incurred in advising, structuring, drafting, reviewing, administering or syndicating the Loan Documents), enforcement, performance, or administration (including any restructuring or workout with respect hereto) of this Agreement, any of the other Loan Documents, or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Person is a party thereto, whether or not such claim, litigation, investigation or proceeding are brought by a Loan Party or its equity holders, affiliates, creditors or any other person, or the transactions contemplated hereby or thereby or the monitoring of Loan Parties' compliance with the terms of the Loan Documents (provided, that, the indemnification in this clause (a) shall not extend to (i) disputes solely between or among Lenders, (ii) disputes solely between or among Lenders and their respective Affiliates; it being understood and agreed that the indemnification in this clause (a) shall extend to Agent (but not

Lenders unless the dispute involves an act or omission of a Loan Party) relative to disputes between or among Agent on the one hand, and one or more Lenders, or one or more of their Affiliates, on the other hand, or (iii) any Taxes or any costs attributable to Taxes (other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim), which shall be governed by Section 16.1) other than Taxes which relate to primarily non-Tax claims), (b) with respect to any actual or prospective investigation, litigation, or proceeding related to this Agreement, any other Loan Document, the making of any Loans or issuance of any Letters of Credit hereunder, or the use of the proceeds of any Loans or Letters of Credit provided hereunder (irrespective of whether any Indemnified Person is a party thereto), or any act, omission, event, or circumstance in any manner related thereto, and (c) in connection with or arising out of any presence or release of Hazardous Materials at, on, under, migrating onto or from any assets or properties owned, leased or operated by any Loan Party or any of their Subsidiaries or any Environmental Actions, Environmental Liabilities or Remedial Actions related in any way to any such assets or properties of any Loan Party or its Subsidiaries (each and all of the foregoing, the "Indemnified Liabilities"). The foregoing to the contrary notwithstanding, Loan Parties shall have no obligation to any Indemnified Person under this Section 10.3 with respect to any Indemnified Liability that a court of competent jurisdiction finally determines to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnified Person or its Affiliates, or its or their respective officers, directors, employees, attorneys, or agents, or from a material breach of the material obligations of such Indemnified Person under the Loan Documents. The term of this Section 10.3 shall survive the termination of this Agreement and the repayment in full of the Obligations. If any Indemnified Person makes any payment to any other Indemnified Person with respect to an Indemnified Liability as to which Loan Parties were required to indemnify the Indemnified Person receiving such payment, the Indemnified Person making such payment is entitled to be indemnified and reimbursed by Loan Parties with respect thereto. **WITHOUT LIMITATION, THE FOREGOING INDEMNITY SHALL APPLY TO EACH INDEMNIFIED PERSON WITH RESPECT TO INDEMNIFIED LIABILITIES WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF ANY NEGLIGENT ACT OR OMISSION OF SUCH INDEMNIFIED PERSON OR OF ANY OTHER PERSON**; **PROVIDED, THAT, THE FOREGOING INDEMNITY SHALL NOT APPLY IF A COURT OF COMPETENT JURISDICTION ENTERS A FINAL NON APPEALABLE JUDGMENT THAT SUCH INDEMNIFIED LIABILITIES HAVE RESULTED PRIMARILY FROM THE GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PERSON OR ITS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, OR AGENTS**.

11. NOTICES.

Unless otherwise provided in this Agreement, all notices or demands relating to this Agreement or any other Loan Document shall be in writing and (except for financial statements and other informational documents which may be sent by first-class mail, postage prepaid) shall be personally delivered or sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier, electronic mail (at such email addresses as a party may designate in accordance herewith), or telefacsimile. In the case of notices or demands to any Loan Party or Agent, as the case may be, they shall be sent to the respective address set forth below:

If to any Loan Party: c/o Independence Contract Drilling, Inc.
20475 State Highway 249
Suite 300
Houston, TX, 77070
Attn: Anthony Gallegos
Fax No. 713-800-7417

with copies to:	Sidley Austin LLP 1000 Louisiana Street Suite 6000 Houston, TX 77002 Attn: David Buck Fax No. 713-495-7799
If to Agent:	Wells Fargo Bank, National Association 14241 Dallas Parkway, 9th Floor Dallas, Texas 75254-2936 Attn: Loan Portfolio Manager Fax No.: 866-598-5212
with copies to:	OTTERBOURG P.C. 230 Park Avenue New York, New York 10169 Attn: Andrew M. Kramer, Esq. Fax No.: 212-682-6104

Any party hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other party. All notices or demands sent in accordance with this Section 11, shall be deemed received on the earlier of the date of actual receipt or three (3) Business Days after the deposit thereof in the mail; provided, that, (a) notices sent by overnight courier service shall be deemed to have been given when received, (b) notices by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient), and (c) notices by electronic mail shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment).

12. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

(a) THE VALIDITY OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK; PROVIDED, HOWEVER, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK SHALL GOVERN IN REGARD TO THE VALIDITY, PRIORITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL CONTINUE TO APPLY TO THAT EXTENT.

(b) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF

NEW YORK; PROVIDED, THAT, ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH LOAN PARTY AND EACH MEMBER OF THE LENDER GROUP WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 12(b).

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH LOAN PARTY AND EACH MEMBER OF THE LENDER GROUP HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH LOAN PARTY AND EACH MEMBER OF THE LENDER GROUP REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(d) EACH LOAN PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK AND THE STATE OF NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH 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. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

13. ASSIGNMENTS AND PARTICIPATIONS; SUCCESSORS.

13.1 Assignments and Participations.

(a) Subject to the conditions set forth in Section 13.1(a)(ii) below, any Lender may assign and delegate all or any portion of its rights and duties under the Loan Documents (including the Obligations owed to it and its Commitments) to one or more assignees so long as such prospective assignee is an Eligible Transferee (each, an "Assignee"), with the prior written consent (such consent not be unreasonably withheld or delayed) of:

(i) Lead Borrower; provided, that, (A) no consent of Lead Borrower shall be required (1) if an Event of Default exists or has occurred and is continuing, or (2) in connection with an assignment to a Related Fund or to a Person that is a Lender or an Affiliate (other than natural persons) of a Lender and (B) Borrowers shall be deemed to have consented to a proposed assignment unless they object thereto by written notice to Agent within five (5) Business Days after having received notice thereof; and

(ii) Agent and Issuing Bank.

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

(i) no assignment may be made (i) as long as no Event of Default has occurred and is continuing, to any Disqualified Lender, or (ii) to a natural person,

(ii) no assignment may be made to a Loan Party, an Affiliate of a Loan Party, any holder of Subordinated Indebtedness,

(iii) the amount of the Commitments and the other rights and obligations of the assigning Lender hereunder and under the other Loan Documents subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to Agent) shall be in a minimum amount (unless waived by Agent) of $5,000,000 (except such minimum amount shall not apply to (A) an assignment or delegation by any Lender to any other Lender, an Affiliate of any Lender, or a Related Fund of such Lender, or (B) a group of new Lenders, each of which is an Affiliate of each other or a Related Fund of such new Lender to the extent that the aggregate amount to be assigned to all such new Lenders is at least $5,000,000),

(iv) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement,

(v) the parties to each assignment shall execute and deliver to Agent an Assignment and Acceptance; provided, that, Borrowers and Agent may continue to deal solely and directly with the assigning Lender in connection with the interest so assigned to an Assignee until written notice of such assignment, together with payment instructions, addresses, and related information with respect to the Assignee, have been given to Borrowers and Agent by such Lender and the Assignee,

(vi) unless waived by Agent, the assigning Lender or Assignee has paid to Agent, for Agent's separate account, a processing fee in the amount of $3,500;

(vii) the assignee, if it is not a Lender, shall deliver to Agent an Administrative Questionnaire in a form approved by Agent (the "Administrative Questionnaire"); and

(c) From and after the date that Agent notifies the assigning Lender (with a copy to Lead Borrower) that it has received an executed Assignment and Acceptance and, if applicable, payment of the required processing fee, (i) the Assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Acceptance, shall be a "Lender" and shall have the rights and obligations of a Lender under the Loan Documents, and (ii) the assigning Lender shall, to the extent that rights and obligations hereunder and under the other Loan Documents have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights (except with respect to Section 10.3 and Section 16) and be released from any future obligations under this Agreement (and in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement and the other Loan Documents, such Lender shall cease to be a party hereto and thereto); provided, however, that nothing contained herein shall release any assigning Lender from obligations that survive the termination of this Agreement, including such assigning Lender's obligations under Section 15 and Section 17.9(a).

(d) By executing and delivering an Assignment and Acceptance, the assigning Lender thereunder and the Assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or the execution, legality, validity,

enforceability, genuineness, sufficiency or value of this Agreement or any other Loan Document furnished pursuant hereto, (ii) such assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of Borrowers or the performance or observance by Borrowers of any of their obligations under this Agreement or any other Loan Document furnished pursuant hereto, (iii) such Assignee confirms that it has received a copy of this Agreement, together with such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance, (iv) such Assignee will, independently and without reliance upon Agent, such assigning Lender or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement, (v) such Assignee appoints and authorizes Agent to take such actions and to exercise such powers under this Agreement and the other Loan Documents as are delegated to Agent, by the terms hereof and thereof, together with such powers as are reasonably incidental thereto, (vi) such Assignee agrees that it will perform all of the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

(e) Immediately upon Agent's receipt of the required processing fee, if applicable, and delivery of notice to the assigning Lender pursuant to Section 13.1(b), this Agreement shall be deemed to be amended to the extent, but only to the extent, necessary to reflect the addition of the Assignee and the resulting adjustment of the Commitments arising therefrom. The Commitment allocated to each Assignee shall reduce such Commitments of the assigning Lender pro tanto.

(f) Any Lender may at any time sell to one or more commercial banks, financial institutions, or other Persons (a "Participant") participating interests in all or any portion of its Obligations, its Commitment, and the other rights and interests of that Lender (the "Originating Lender") hereunder and under the other Loan Documents; provided, that, (i) the Originating Lender shall remain a "Lender" for all purposes of this Agreement and the other Loan Documents and the Participant receiving the participating interest in the Obligations, the Commitments, and the other rights and interests of the Originating Lender hereunder shall not constitute a "Lender" hereunder or under the other Loan Documents and the Originating Lender's obligations under this Agreement shall remain unchanged, (ii) the Originating Lender shall remain solely responsible for the performance of such obligations, (iii) Borrowers, Agent, and Lenders shall continue to deal solely and directly with the Originating Lender in connection with the Originating Lender's rights and obligations under this Agreement and the other Loan Documents, (iv) no Lender shall transfer or grant any participating interest under which the Participant has the right to approve any amendment to, or any consent or waiver with respect to, this Agreement or any other Loan Document, except to the extent such amendment to, or consent or waiver with respect to this Agreement or of any other Loan Document would (A) extend the final maturity date of any of the Obligations hereunder in which such Participant is participating, (B) reduce the interest rate applicable to the Obligations hereunder in which such Participant is participating, (C) release all or substantially all of the Collateral or guaranties (except to the extent expressly provided herein or in any of the Loan Documents) supporting the Obligations hereunder in which such Participant is participating, (D) postpone the payment of, or reduce the amount of, the interest or fees payable to such Participant through such Lender (other than a waiver of default interest), or (E) decrease the amount or postpones the due dates of scheduled principal repayments or prepayments or premiums payable to such Participant through such Lender, (v) no participation shall be sold (i) as long as no Event of Default has occurred and is continuing, any Disqualified Lender, or (ii) to a natural person, and (vi) all amounts payable by Borrowers hereunder shall be determined as if such Lender had not sold such participation, except that, if amounts outstanding under this Agreement are due and unpaid, or shall have been declared or shall have become due and payable upon the occurrence of an Event of Default, each Participant shall be deemed to have the right of set off in respect of its participating interest in amounts owing under this Agreement to the same extent as if the amount of its participating interest were owing directly to it as a Lender under this Agreement. The rights of any Participant only shall be derivative through the Originating Lender with whom such Participant participates and no Participant shall have any rights

under this Agreement or the other Loan Documents or any direct rights as to the other Lenders, Agent, Borrowers, the Collections of Loan Parties, the Collateral, or otherwise in respect of the Obligations. No Participant shall have the right to participate directly in the making of decisions by Lenders among themselves.

(g) In connection with any such assignment or participation or proposed assignment or participation or any grant of a security interest in, or pledge of, its rights under and interest in this Agreement, a Lender may, subject to the provisions of Section 17.9, disclose all documents and information which it now or hereafter may have relating to the Loan Parties and their Subsidiaries and their respective businesses.

(h) Any other provision in this Agreement notwithstanding, any Lender may at any time create a security interest in, or pledge, all or any portion of its rights under and interest in this Agreement in favor of any Federal Reserve Bank in accordance with Regulation A of the Federal Reserve Bank or U.S. Treasury Regulation 31 CFR §203.24, and such Federal Reserve Bank may enforce such pledge or security interest in any manner permitted under applicable law; provided, that, no such pledge shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(i) Agent (as a non-fiduciary agent on behalf of Borrowers) shall maintain, or cause to be maintained, a register (the "Register") on which it enters the name and address of each Lender as the registered owner of the Term Loan (and the principal amount thereof and stated interest thereon) held by such Lender (each, a "Registered Loan"). Other than in connection with an assignment by a Lender of all or any portion of its portion of the Term Loan to an Affiliate of such Lender or a Related Fund of such Lender (i) a Registered Loan (and the registered note, if any, evidencing the same) may be assigned or sold in whole or in part only by registration of such assignment or sale on the Register (and each registered note shall expressly so provide) and (ii) any assignment or sale of all or part of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by registration of such assignment or sale on the Register, together with the surrender of the registered note, if any, evidencing the same duly endorsed by (or accompanied by a written instrument of assignment or sale duly executed by) the holder of such registered note, whereupon, at the request of the designated assignee(s) or transferee(s), one or more new registered notes in the same aggregate principal amount shall be issued to the designated assignee(s) or transferee(s). Prior to the registration of assignment or sale of any Registered Loan (and the registered note, if any evidencing the same), Borrowers shall treat the Person in whose name such Registered Loan (and the registered note, if any, evidencing the same) is registered as the owner thereof for the purpose of receiving all payments thereon and for all other purposes, notwithstanding notice to the contrary. In the case of any assignment by a Lender of all or any portion of its Term Loan to an Affiliate of such Lender or a Related Fund of such Lender, and which assignment is not recorded in the Register, the assigning Lender, on behalf of Borrowers, shall maintain a register comparable to the Register.

(j) In the event that a Lender sells participations in the Registered Loan, such Lender, as a non-fiduciary agent on behalf of Borrowers, shall maintain (or cause to be maintained) a register on which it enters the name of all participants in the Registered Loans held by it (and the principal amount (and stated interest thereon) of the portion of such Registered Loans that is subject to such participations) (the "Participant Register"). A Registered Loan (and the registered note, if any, evidencing the same) may be participated in whole or in part only by registration of such participation on the Participant Register (and each registered note shall expressly so provide). Any participation of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by the registration of such participation on the Participant Register. 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 Section 1.163-5(b) of the United States Treasury Regulations (and any successor or amended versions). 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, Agent (in its capacity as Agent) shall have no responsibility for maintaining a Participant Register. Section 13.1(i) and this Section 13.1(j) shall be construed so that all loans hereunder are at all times maintained in a "registered form" within the meaning of Sections 871(h)(2) and 881(c)(2) of the IRC and any related regulations (and any other relevant provisions and, in each case, successor or amended versions).

(k) Agent shall make a copy of the Register (and each Lender shall make a copy of its Participant Register to the extent it has one) available for review by Borrowers from time to time as Borrowers may reasonably request.

(l) Agent shall have the right, and each Loan Party hereby expressly authorizes Agent, to provide the list of Disqualified Lenders provided by Borrowers and any updates thereto from time to time (collectively, the "DQ List") to each Lender requesting the same and such Lender may so provide the DQ List to any potential assignees or participants.

13.2 Successors. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, that, Borrowers may not assign this Agreement or any rights or duties hereunder without Lenders' prior written consent and any prohibited assignment shall be absolutely void ab initio. No consent to assignment by Lenders shall release Borrowers from their obligations hereunder. A Lender may assign this Agreement and the other Loan Documents and its rights and duties hereunder and thereunder pursuant to Section 13.1 and, except as expressly required pursuant to Section 13.1, no consent or approval by any Loan Party is required in connection with any such assignment.

14. AMENDMENTS; WAIVERS.

14.1 Amendments and Waivers.

(a) No amendment, waiver or other modification of any provision of this Agreement or any other Loan Document (other than Bank Product Agreements or the Fee Letter), and no consent with respect to any departure by Loan Parties therefrom, shall be effective unless the same shall be in writing and signed by the Required Lenders (or by Agent at the written request of the Required Lenders) and the Loan Parties that are party thereto and then any such waiver or consent shall be effective, but only in the specific instance and for the specific purpose for which given; provided, that, no such waiver, amendment, or consent shall, unless in writing and signed by all of Lenders directly affected thereby and all of the Loan Parties that are party thereto, do any of the following:

(i) increase the amount of or extend the expiration date of any Commitment of any Lender or amend, modify, or eliminate the last sentence of Section 2.4(c),

(ii) postpone or delay any date fixed by this Agreement or any other Loan Document for any payment of principal, interest, fees, or other amounts due hereunder or under any other Loan Document,

(iii) reduce the principal of, or the rate of interest on, any loan or other extension of credit hereunder, or reduce any fees or other amounts payable hereunder or under any other Loan Document (except (A) in connection with the waiver of applicability of Section 2.6(c) (which waiver shall be effective with the written consent of the Required Lenders), and (B) that any amendment or modification of defined

terms used in the financial covenant in this Agreement shall not constitute a reduction in the rate of interest or a reduction of fees for purposes of this clause (iii));

(iv) amend, modify, or eliminate this Section or any provision of this Agreement providing for consent or other action by all Lenders,

(v) amend, modify, or eliminate Section 15.11,

(vi) other than as permitted by Section 15.11, release Agent's Lien in and to any of the Collateral,

(vii) amend, modify, or eliminate the definition of "Required Lenders" , "Supermajority Lenders" or "Pro Rata Share",

(viii) contractually subordinate any of Agent's Liens (other than as expressly permitted pursuant to the Intercreditor Agreement),

(ix) other than in connection with a merger, amalgamation, liquidation, dissolution or sale of such Person expressly permitted by the terms hereof or the other Loan Documents, release any Borrower or all or substantially all of the Guarantors from any obligation for the payment of money or consent to the assignment or transfer by any Borrower or any Guarantor of any of its rights or duties under this Agreement or the other Loan Documents,

(x) amend, modify, or eliminate any of the provisions of Section 2.4(b)(i), (ii) or (iii).

(xi) amend, modify, or eliminate any of the provisions of Section 13.1(a) to permit a Loan Party, an Affiliate of a Loan Party, Parent, or an Affiliate of Parent to be permitted to become an Assignee.

(b) No amendment, waiver, modification, elimination, or consent shall, without written consent of Agent, Borrowers and the Supermajority Lenders, amend, modify, or eliminate the definition of Borrowing Base or any of the defined terms (including the definitions of Eligible Accounts) that are used in such definition to the extent that any such change results in more credit being made available to Borrowers based upon the Borrowing Base, but not otherwise, or change Section 2.1(c).

(c) No amendment, waiver, modification, elimination, or consent shall amend, modify, or waive (i) the definition of, or any of the terms or provisions of, any Fee Letter, without the written consent of Agent and Lead Borrower (and shall not require the written consent of any of Lenders), and (ii) any provision of Section 15 pertaining to Agent, or any other rights or duties of Agent under this Agreement or the other Loan Documents, without the written consent of Agent, Lead Borrower, and the Required Lenders,

(d) No amendment, waiver, modification, elimination, or consent shall amend, modify, or waive any provision of this Agreement or the other Loan Documents pertaining to Issuing Bank, or any other rights or duties of Issuing Bank under this Agreement or the other Loan Documents, without the written consent of Issuing Bank, Agent, Lead Borrower, and the Required Lenders,

(e) [Reserved],

(f) Anything in this Section 14.1 to the contrary notwithstanding, (i) any amendment, modification, elimination, waiver, consent, termination, or release of, or with respect to, any provision of this Agreement or any other Loan Document that relates only to the relationship of the Lender Group among themselves, and that does not affect the rights or obligations of Loan Parties, shall not require consent by

or the agreement of any Loan Party, (ii) any amendment, waiver, modification, elimination, or consent of or with respect to any provision of this Agreement or any other Loan Document may be entered into without the consent of, or over the objection of, any Defaulting Lender, (iii) any amendment contemplated by Section 2.12(d)(iii) of this Agreement in connection with a Benchmark Transition Event shall be effective as contemplated by such Section 2.12(d)(iii) hereof and (iv) any amendment contemplated by Section 2.6(g) of this Agreement in connection with the use or administration of Term SOFR shall be effective as contemplated by such Section 2.6(g).

14.2 Replacement of Certain Lenders.

(a) If (i) any action to be taken by the Lender Group or Agent hereunder requires the consent, authorization, or agreement of all Lenders or all Lenders affected thereby and if such action has received the consent, authorization, or agreement of the Required Lenders but not of all Lenders or all Lenders affected thereby, or (ii) any Lender makes a claim for compensation under Section 16, then Lead Borrower or Agent, upon at least five (5) Business Days prior irrevocable notice, may permanently replace any Lender that failed to give its consent, authorization, or agreement (a "Non-Consenting Lender") or any Lender that made a claim for compensation (a "Tax Lender") with one or more Replacement Lenders, and the Non-Consenting Lender or Tax Lender, as applicable, shall have no right to refuse to be replaced hereunder. Such notice to replace the Non-Consenting Lender or Tax Lender, as applicable, shall specify an effective date for such replacement, which date shall not be later than fifteen (15) Business Days after the date such notice is given.

(b) Prior to the effective date of such replacement, the Non-Consenting Lender or Tax Lender, as applicable, and each Replacement Lender shall execute and deliver an Assignment and Acceptance, subject only to the Non-Consenting Lender or Tax Lender, as applicable, being repaid in full its share of the outstanding Obligations (without any premium or penalty of any kind whatsoever, but including (i) all interest, fees and other amounts that may be due in payable in respect thereof, (ii) an assumption of its Pro Rata Share of participations in the Letters of Credit, and (iii) Funding Losses). If the Non-Consenting Lender or Tax Lender, as applicable, shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, Agent may, but shall not be required to, execute and deliver such Assignment and Acceptance in the name or and on behalf of the Non-Consenting Lender or Tax Lender, as applicable, and irrespective of whether Agent executes and delivers such Assignment and Acceptance, the Non-Consenting Lender or Tax Lender, as applicable, shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Non-Consenting Lender or Tax Lender, as applicable, shall be made in accordance with the terms of Section 13.1. Until such time as one or more Replacement Lenders shall have acquired all of the Obligations, the Commitments, and the other rights and obligations of the Non-Consenting Lender or Tax Lender, as applicable, hereunder and under the other Loan Documents, the Non-Consenting Lender or Tax Lender, as applicable, shall remain obligated to make the Non-Consenting Lender's or Tax Lender's, as applicable, Pro Rata Share of advances and to purchase a participation in each Letter of Credit, in an amount equal to its Pro Rata Share of such Letters of Credit.

14.3 No Waivers; Cumulative Remedies. No failure by Agent or any Lender to exercise any right, remedy, or option under this Agreement or any other Loan Document, or delay by Agent or any Lender in exercising the same, will operate as a waiver thereof. No waiver by Agent or any Lender will be effective unless it is in writing, and then only to the extent specifically stated. No waiver by Agent or any Lender on any occasion shall affect or diminish Agent's and each Lender's rights thereafter to require strict performance by Loan Parties of any provision of this Agreement. Agent's and each Lender's rights under this Agreement and the other Loan Documents will be cumulative and not exclusive of any other right or remedy that Agent or any Lender may have.

15. AGENT; THE LENDER GROUP.

15.1 Appointment and Authorization of Agent. Each Lender hereby designates and appoints Wells Fargo as its agent under this Agreement and the other Loan Documents and each Lender hereby irrevocably authorizes (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to designate, appoint, and authorize) Agent to execute and deliver each of the other Loan Documents on its behalf and to take such other action on its behalf under the provisions of this Agreement and each other Loan Document and to exercise such powers and perform such duties as are expressly delegated to Agent by the terms of this Agreement or any other Loan Document, together with such powers as are reasonably incidental thereto. Agent agrees to act as agent for and on behalf of Lenders (and the Bank Product Providers) on the conditions contained in this Section 15. Any provision to the contrary contained elsewhere in this Agreement or in any other Loan Document notwithstanding, Agent shall not have any duties or responsibilities, except those expressly set forth herein or in the other Loan Documents, nor shall Agent have or be deemed to have any fiduciary relationship with any Lender (or Bank Product Provider), and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against Agent. Without limiting the generality of the foregoing, the use of the term "agent" in this Agreement or the other Loan Documents with reference to Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only a representative relationship between independent contracting parties. Each Lender hereby further authorizes (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to authorize) Agent to act as the secured party under each of the Loan Documents that create a Lien on any item of Collateral. Except as expressly otherwise provided in this Agreement, Agent shall have and may use its sole discretion with respect to exercising or refraining from exercising any discretionary rights or taking or refraining from taking any actions that Agent expressly is entitled to take or assert under or pursuant to this Agreement and the other Loan Documents. Without limiting the generality of the foregoing, or of any other provision of the Loan Documents that provides rights or powers to Agent, Lenders agree that Agent shall have the right to exercise the following powers as long as this Agreement remains in effect: (a) maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Obligations, the Collateral, the Collections of the Loan Parties, and related matters, (b) execute or file any and all financing or similar statements or notices, amendments, renewals, supplements, documents, instruments, proofs of claim, notices and other written agreements with respect to the Loan Documents, or to take any other action with respect to any Collateral or Loan Documents which may be necessary to perfect, and maintain perfection of, the security interests and Liens upon Collateral pursuant to the Loan Documents, (c) make advances, for itself or on behalf of Lenders, as provided in the Loan Documents, (d) exclusively receive, apply, and distribute the Collections of the Loan Parties as provided in the Loan Documents, (e) open and maintain such bank accounts and cash management arrangements as Agent deems necessary and appropriate in accordance with the Loan Documents for the foregoing purposes with respect to the Collateral and the Collections of the Loan Parties, (f) perform, exercise, and enforce any and all other rights and remedies of the Lender Group with respect to the Loan Parties, the Obligations, the Collateral, the Collections of the Loan Parties, or otherwise related to any of same as provided in the Loan Documents, and (g) incur and pay such Lender Group Expenses as Agent may deem necessary or appropriate for the performance and fulfillment of its functions and powers pursuant to the Loan Documents.

15.2 Delegation of Duties. Agent may execute any of its duties under this Agreement or any other Loan Document by or through agents, employees or attorneys in fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. Agent shall not be responsible for the negligence or misconduct of any agent or attorney in fact that it selects as long as such selection was made without gross negligence or willful misconduct.

15.3 Liability of Agent. None of the Agent-Related Persons shall (a) be liable for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby (except for its own gross negligence or willful misconduct), or (b) be responsible in any manner to any of Lenders (or Bank Product Providers) for any recital, statement, representation or warranty made by the Loan Parties or Affiliates, or any officer or director thereof, contained in this Agreement or in any other Loan Document, or in any certificate, report, statement or other document referred to or provided for in, or received by Agent under or in connection with, this Agreement or any other Loan Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document, or for any failure of the Loan Parties or any other party to any Loan Document to perform its obligations hereunder or thereunder. No Agent-Related Person shall be under any obligation to any Lenders (or Bank Product Providers) to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the books and records or properties of the Loan Parties. No Agent-Related Person shall have any liability to any Lender, any Loan Party or any of their respective Affiliates if any request for a Loan, Letter of Credit or other extension of credit hereunder was not authorized by the applicable Borrower. Agent shall not be required to take any action that, in its opinion or in the opinion of its counsel, may expose it to liability or that is contrary to any Loan Document or applicable law or regulation.

15.4 Reliance by Agent. Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, telegram, telefacsimile or other electronic method of transmission, telex or telephone message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent, transmitted, or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to Loan Parties or counsel to any Lender), independent accountants and other experts selected by Agent. Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless Agent shall first receive such advice or concurrence of Lenders as it deems appropriate and until such instructions are received, Agent shall act, or refrain from acting, as it deems advisable. If Agent so requests, it shall first be indemnified to its reasonable satisfaction by Lenders (and, if it so elects, the Bank Product Providers) against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders and such request and any action taken or failure to act pursuant thereto shall be binding upon all of Lenders (and Bank Product Providers).

15.5 Notice of Default or Event of Default. Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default, except with respect to defaults in the payment of principal, interest, fees, and expenses required to be paid to Agent for the account of Lenders and, except with respect to Events of Default of which Agent has actual knowledge, unless Agent shall have received written notice from a Lender or Borrowers referring to this Agreement, describing such Default or Event of Default, and stating that such notice is a "notice of default." Agent promptly will notify Lenders of its receipt of any such notice or of any Event of Default of which Agent has actual knowledge. If any Lender obtains actual knowledge of any Event of Default, such Lender promptly shall notify the other Lenders and Agent of such Event of Default. Each Lender shall be solely responsible for giving any notices to its Participants, if any. Subject to Section 15.4, Agent shall take such action with respect to such Default or Event of Default as may be requested by the Required Lenders in accordance with Section 9; provided, that, unless and until Agent has received any such request, Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable.

15.6 Credit Decision. Each Lender (and Bank Product Provider) acknowledges that none of the Agent-Related Persons has made any representation or warranty to it, and that no act by Agent hereinafter taken, including any review of the affairs of Loan Parties and their Affiliates, shall be deemed to constitute any representation or warranty by any Agent-Related Person to any Lender (or Bank Product Provider). Each Lender represents (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to represent) to Agent that it has, independently and without reliance upon any Agent-Related Person and based on such due diligence, documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of any Loan Party or any other Person party to a Loan Document, and all applicable bank regulatory laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to Borrowers. Each Lender also represents (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to represent) that it will, independently and without reliance upon any Agent-Related Person and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of Borrowers or any other Person party to a Loan Document. Except for notices, reports, and other documents expressly herein required to be furnished to Lenders by Agent, Agent shall not have any duty or responsibility to provide any Lender (or Bank Product Provider) with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of Borrowers or any other Person party to a Loan Document that may come into the possession of any of the Agent-Related Persons. Each Lender acknowledges (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that Agent does not have any duty or responsibility, either initially or on a continuing basis (except to the extent, if any, that is expressly specified herein) to provide such Lender (or Bank Product Provider) with any credit or other information with respect to any Borrower, its Affiliates or any of their respective business, legal, financial or other affairs, and irrespective of whether such information came into Agent's or its Affiliates' or representatives' possession before or after the date on which such Lender became a party to this Agreement (or such Bank Product Provider entered into a Bank Product Agreement).

15.7 Costs and Expenses; Indemnification. Agent may incur and pay Lender Group Expenses to the extent Agent reasonably deems necessary or appropriate for the performance and fulfillment of its functions, powers, and obligations pursuant to the Loan Documents, including court costs, attorneys' fees and expenses, fees and expenses of financial accountants, advisors, consultants, and appraisers, costs of collection by outside collection agencies, auctioneer fees and expenses, and costs of security guards or insurance premiums paid to maintain the Collateral, whether or not Loan Parties are obligated to reimburse Agent or Lenders for such expenses pursuant to this Agreement or otherwise. Agent is authorized and directed to deduct and retain sufficient amounts from the Collections Loan Parties received by Agent to reimburse Agent for such out-of-pocket costs and expenses prior to the distribution of any amounts to Lenders (or Bank Product Providers). In the event Agent is not reimbursed for such costs and expenses by Loan Parties, each Lender hereby agrees that it is and shall be obligated to pay to Agent such Lender's ratable share thereof. Whether or not the transactions contemplated hereby are consummated, each of Lenders, on a ratable basis, shall indemnify and defend the Agent-Related Persons (to the extent not reimbursed by or on behalf of Loan Parties and without limiting the obligation of Loan Parties to do so) from and against any and all Indemnified Liabilities; provided, however, that no Lender shall be liable for the payment to any Agent-Related Person of any portion of such Indemnified Liabilities resulting solely from such Person's gross negligence or willful misconduct nor shall any Lender be liable for the obligations of any Defaulting Lender in failing to make an advance or other extension of credit hereunder. Without limitation of the foregoing, each Lender shall reimburse Agent upon demand for such Lender's ratable share of any costs or out of pocket expenses (including attorneys, accountants, advisors, and consultants

fees and expenses) incurred by Agent in connection with the preparation, execution, delivery, administration, modification, amendment, or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement or any other Loan Document to the extent that Agent is not reimbursed for such expenses by or on behalf of Borrowers. The undertaking in this Section shall survive the payment of all Obligations hereunder and the resignation or replacement of Agent.

15.8 Agent in Individual Capacity. Wells Fargo and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, provide Bank Products to, acquire equity interests in, and generally engage in any kind of banking, trust, financial advisory, underwriting, or other business with Loan Parties and their Affiliates and any other Person party to any Loan Document as though Wells Fargo were not Agent hereunder, and, in each case, without notice to or consent of the other members of the Lender Group. The other members of the Lender Group acknowledge (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that, pursuant to such activities, Wells Fargo or its Affiliates may receive information regarding Loan Parties or their Affiliates or any other Person party to any Loan Documents that is subject to confidentiality obligations in favor of Loan Parties or such other Person and that prohibit the disclosure of such information to Lenders (or Bank Product Providers), and Lenders acknowledge (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that, in such circumstances (and in the absence of a waiver of such confidentiality obligations, which waiver Agent will use its reasonable best efforts to obtain), Agent shall not be under any obligation to provide such information to them. The terms "Lender" and "Lenders" include Wells Fargo in its individual capacity.

15.9 Successor Agent. Agent may resign as Agent upon forty-five (45) days prior written notice to Lenders (unless such notice is waived by the Required Lenders) and Lead Borrower (unless such notice is waived by Lead Borrower or a Default or Event of Default has occurred and is continuing) and without any notice to the Bank Product Providers. If Agent resigns under this Agreement, the Required Lenders shall be entitled, with (so long as no Event of Default has occurred and is continuing) the consent of Lead Borrower (such consent not to be unreasonably withheld, delayed, or conditioned), appoint a successor Agent from among Lenders (and the Bank Product Providers). If, at the time that Agent's resignation is effective, it is acting as Issuing Bank, such resignation shall also operate to effectuate its resignation as Issuing Bank, and it shall automatically be relieved of any further obligation to issue Letters of Credit. If no successor Agent is appointed prior to the effective date of the resignation of Agent, Agent may appoint, after consulting with Lenders and Lead Borrower, a successor Agent. If Agent has materially breached or failed to perform any material provision of this Agreement or of applicable law, the Required Lenders (excluding Agent) may agree in writing to remove and replace Agent with a successor Agent from among Lenders with (so long as no Event of Default has occurred and is continuing) the consent of Lead Borrower (such consent not to be unreasonably withheld, delayed, or conditioned). In any such event, upon the acceptance of its appointment as successor Agent hereunder, such successor Agent shall succeed to all the rights, powers, and duties of the retiring Agent and the term "Agent" shall mean such successor Agent and the retiring Agent's appointment, powers, and duties as Agent shall be terminated. After any retiring Agent's resignation hereunder as Agent, the provisions of this Section 15 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement. If no successor Agent has accepted appointment as Agent by the date which is thirty (30) days following a retiring Agent's notice of resignation, the retiring Agent's resignation shall nevertheless thereupon become effective and Lenders shall perform all of the duties of Agent hereunder until such time, if any, as Lenders appoint a successor Agent as provided for above.

15.10 Lender in Individual Capacity. Any Lender and its respective Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, provide Bank Products to, acquire equity interests in and generally engage in any kind of banking, trust, financial advisory, underwriting, or other

business with Loan Parties and their Affiliates and any other Person party to any Loan Documents as though such Lender were not a Lender hereunder without notice to or consent of the other members of the Lender Group (or the Bank Product Providers). The other members of the Lender Group acknowledge (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that, pursuant to such activities, such Lender and its respective Affiliates may receive information regarding Loan Parties or their or any other Person party to any Loan Documents that is subject to confidentiality obligations in favor of Loan Parties or such other Person and that prohibit the disclosure of such information to Lenders, and Lenders acknowledge (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that, in such circumstances (and in the absence of a waiver of such confidentiality obligations, which waiver such Lender will use its reasonable best efforts to obtain), such Lender shall not be under any obligation to provide such information to them.

15.11 Collateral Matters.

(a) Lenders hereby irrevocably authorize (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to authorize) Agent to release any Lien on any Collateral (i) upon the termination of the Commitments and payment and satisfaction in full by Borrower of all of the Obligations, (ii) constituting property being sold or disposed of if a release is required or desirable in connection therewith and if Borrower certifies to Agent that the sale or disposition is permitted under Section 6.4 (and Agent may rely conclusively on any such certificate, without further inquiry), (iii) constituting property in which Loan Parties owned no interest at the time Agent's Lien was granted nor at any time thereafter, (iv) constituting property leased to any Loan Party under a lease that has expired or is terminated in a transaction permitted under this Agreement, or (v) to the extent the Agent is required to release its Lien on Term Priority Collateral pursuant to the Intercreditor Agreement. The Loan Parties and Lenders hereby irrevocably authorize (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to authorize) Agent, based upon the instruction of the Required Lenders and if practicable, following consultation with all Lenders, to (a) consent to, credit bid or purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Section 363 of the Bankruptcy Code or other Insolvency Laws, (b) credit bid or purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any sale or other disposition thereof conducted under the provisions of the UCC, including pursuant to Sections 9- 610 or 9-620 of the UCC or other Insolvency Laws, or (c) credit bid or purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any other sale or foreclosure conducted by Agent (whether by judicial action or otherwise) in accordance with applicable law. In connection with any such credit bid or purchase, the Obligations owed to Lenders and the Bank Product Providers shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims being estimated for such purpose if the fixing or liquidation thereof would not unduly delay the ability of Agent to credit bid or purchase at such sale or other disposition of the Collateral and, if such claims cannot be estimated without unduly delaying the ability of Agent to credit bid, then such claims shall be disregarded, not credit bid, and not entitled to any interest in the asset or assets purchased by means of such credit bid) and Lenders and the Bank Product Providers whose Obligations are credit bid shall be entitled to receive interests (ratably based upon the proportion of their Obligations credit bid in relation to the aggregate amount of Obligations so credit bid) in the asset or assets so purchased (or in the Equity Interests of the acquisition vehicle or vehicles that are used to consummate such purchase). Except as provided above, Agent will not execute and deliver a release of any Lien on any Collateral without the prior written authorization of (x) if the release is of all or substantially all of the Collateral, all of Lenders (without requiring the authorization of the Bank Product Providers), or (y) otherwise, the Required Lenders (without requiring the authorization of the Bank Product Providers). Upon request by Agent or Lead Borrower at any time, Lenders will (and if so requested, the Bank Product Providers will) confirm in writing Agent's authority to release any such Liens on particular types or items of Collateral pursuant to this Section 15.11; provided, that, (1) anything to the contrary

contained in any Loan Documents notwithstanding, Agent shall not be required to execute any document necessary to evidence such release on terms that, in Agent's opinion, would expose Agent to liability or create any obligation or entail any consequence other than the release of such Lien without recourse, representation, or warranty, and (2) such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those expressly being released) upon (or obligations of Loan Parties in respect of) all interests retained by Loan Parties, including, the proceeds of any sale, all of which shall continue to constitute part of the Collateral. Each Lender further hereby irrevocably authorizes (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to authorizes) Agent, at its option and in its sole discretion, to subordinate any Lien granted to or held by Agent under any Loan Document (a) to the holder of any Permitted Lien on such property if such Permitted Lien secures Permitted Purchase Money Indebtedness or, subject to the Intercreditor Agreement, the obligations of Loan Parties under the Term Loan Documents and (b) to the extent Agent has the authority under this Section 15.11 to release its Lien on such property.

(b) Agent shall have no obligation whatsoever to any of Lenders (or the Bank Product Providers) to assure that the Collateral exists or is owned any Loan Party or is cared for, protected, or insured or has been encumbered, or that Agent's Liens have been properly or sufficiently or lawfully created, perfected, protected, or enforced or are entitled to any particular priority, or that any particular items of Collateral meet the eligibility criteria applicable in respect thereof or whether to impose, maintain, reduce, or eliminate any particular reserve hereunder or whether the amount of any such reserve is appropriate or not, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to Agent pursuant to any of the Loan Documents, it being understood and agreed that in respect of the Collateral, or any act, omission, or event related thereto, subject to the terms and conditions contained herein, Agent may act in any manner it may deem appropriate, in its sole discretion given Agent's own interest in the Collateral in its capacity as one of Lenders and that Agent shall have no other duty or liability whatsoever to any Lender (or Bank Product Provider) as to any of the foregoing, except as otherwise provided herein.

(c) Lenders hereby authorize Agent to enter into the Intercreditor Agreement or other subordination or intercreditor agreement or arrangement permitted under this Agreement and Lenders acknowledge that any such subordination or intercreditor agreement is binding upon Lenders.

15.12 Restrictions on Actions by Lenders; Sharing of Payments.

(a) Each Lender agrees that it shall not, without the express written consent of Agent, and that it shall, to the extent it is lawfully entitled to do so, upon the written request of Agent, set off against the Obligations, any amounts owing by such Lender to Loan Parties or any deposit accounts of Loan Parties now or hereafter maintained with such Lender. Each Lender further agrees that it shall not, unless specifically requested to do so in writing by Agent, take or cause to be taken any action, including, the commencement of any legal or equitable proceedings to enforce any Loan Document against any Borrower or any Guarantor or to foreclose any Lien on, or otherwise enforce any security interest in, any of the Collateral.

(b) If, at any time or times any Lender shall receive (i) by payment, foreclosure, setoff, or otherwise, any proceeds of Collateral or any payments with respect to the Obligations, except for any such proceeds or payments received by such Lender from Agent pursuant to the terms of this Agreement, or (ii) payments from Agent in excess of such Lender's Pro Rata Share of all such distributions by Agent, such Lender promptly shall (A) turn the same over to Agent, in kind, and with such endorsements as may be required to negotiate the same to Agent, or in immediately available funds, as applicable, for the account of all of Lenders and for application to the Obligations in accordance with the applicable provisions of this Agreement, or (B) purchase, without recourse or warranty, an undivided interest and participation in the

Obligations owed to the other Lenders so that such excess payment received shall be applied ratably as among Lenders in accordance with their Pro Rata Shares; provided, that, to the extent that such excess payment received by the purchasing party is thereafter recovered from it, those purchases of participations shall be rescinded in whole or in part, as applicable, and the applicable portion of the purchase price paid therefor shall be returned to such purchasing party, but without interest except to the extent that such purchasing party is required to pay interest in connection with the recovery of the excess payment.

15.13 Agency for Perfection. Agent hereby appoints each other Lender (and each Bank Product Provider) as its agent or trustee (and each Lender hereby accepts (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to accept) such appointment) for the purpose of perfecting Agent's Liens in assets which, in accordance with Article 8 or Article 9, as applicable, of the UCC can be perfected by possession or control. Should any Lender obtain possession or control of any such Collateral, such Lender shall notify Agent thereof, and, promptly upon Agent's request therefor shall deliver possession or control of such Collateral to Agent or in accordance with Agent's instructions.

15.14 Payments by Agent to Lenders. All payments to be made by Agent to Lenders (or Bank Product Providers) shall be made by bank wire transfer of immediately available funds pursuant to such wire transfer instructions as each party may designate for itself by written notice to Agent. Concurrently with each such payment, Agent shall identify whether such payment (or any portion thereof) represents principal, premium, fees, or interest of the Obligations.

15.15 Concerning the Collateral and Related Loan Documents. Each member of the Lender Group authorizes and directs Agent to enter into this Agreement and the other Loan Documents. Each member of the Lender Group agrees (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to agree) that any action taken by Agent in accordance with the terms of this Agreement or the other Loan Documents relating to the Collateral and the exercise by Agent of its powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of Lenders (and such Bank Product Provider).

15.16 Field Examination Reports; Confidentiality; Disclaimers by Lenders; Other Reports and Information. By becoming a party to this Agreement, each Lender:

(a) is deemed to have requested that Agent furnish such Lender, promptly after it becomes available, a copy of each field audit or examination report respecting Loan Parties (each, a "Report") prepared by or at the request of Agent, and Agent shall so furnish each Lender with such Reports,

(b) expressly agrees and acknowledges that Agent does not (i) make any representation or warranty as to the accuracy of any Report, and (ii) shall not be liable for any information contained in any Report,

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that Agent or other party performing any audit or examination will inspect only specific information regarding Loan Parties and will rely significantly upon Loan Parties' books and records, as well as on representations of Loan Parties' personnel,

(d) agrees to keep all Reports and other material, non-public information regarding Loan Parties and their operations, assets, and existing and contemplated business plans in a confidential manner in accordance with Section 17.9, and

(e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold Agent, all Agent-Related Person and any other Lender preparing a Report

harmless from any action the indemnifying Lender may take or fail to take or any conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to Borrowers, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a loan or loans hereunder, and (ii) to pay and protect, and indemnify, defend and hold Agent, any such Agent-Related Person and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including, attorneys' fees and costs) incurred by Agent, any such Agent-Related Person and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

In addition to the foregoing: (x) any Lender may from time to time request of Agent in writing that Agent provide to such Lender a copy of any report or document provided by Loan Parties to Agent that has not been contemporaneously provided by Loan Parties to such Lender, and, upon receipt of such request, Agent promptly shall provide a copy of same to such Lender, (y) to the extent that Agent is entitled, under any provision of the Loan Documents, to request additional reports or information from Loan Parties, any Lender may, from time to time, reasonably request Agent to exercise such right as specified in such Lender's notice to Agent, whereupon Agent promptly shall request of Loan Parties the additional reports or information reasonably specified by such Lender, and, upon receipt thereof from Loan Parties, Agent promptly shall provide a copy of same to such Lender, and (z) any time that Agent renders to Loan Parties a statement regarding the Loan Account, Agent shall send a copy of such statement to each Lender.

15.17 Several Obligations; No Liability. Notwithstanding that certain of the Loan Documents now or hereafter may have been or will be executed only by or in favor of Agent in its capacity as such, and not by or in favor of Lenders, any and all obligations on the part of Agent (if any) to make any credit available hereunder shall constitute the several (and not joint) obligations of the respective Lenders on a ratable basis, according to their respective Commitments, to make an amount of such credit not to exceed, in principal amount, at any one time outstanding, the amount of their respective Commitments. Nothing contained herein shall confer upon any Lender any interest in, or subject any Lender to any liability for, or in respect of, the business, assets, profits, losses, or liabilities of any other Lender. Each Lender shall be solely responsible for notifying its Participants of any matters relating to the Loan Documents to the extent any such notice may be required, and no Lender shall have any obligation, duty, or liability to any Participant of any other Lender. Except as provided in Section 15.7, no member of the Lender Group shall have any liability for the acts of any other member of the Lender Group. No Lender shall be responsible to any Loan Party or any other Person for any failure by any other Lender (or Bank Product Provider) to fulfill its obligations to make credit available hereunder, nor to advance for such Lender (or Bank Product Provider) or on its behalf, nor to take any other action on behalf of such Lender (or Bank Product Provider) hereunder or in connection with the financing contemplated herein.

15.18 Sole Lead Arranger and Book Runner. The Sole Lead Arranger and Book Runner, in such capacity, shall not have any right, power, obligation, liability, responsibility, or duty under this Agreement other than those applicable to it in its capacity as a Lender, as Agent, or as Issuing Bank. Without limiting the foregoing, the Sole Lead Arranger and Book Runner, in such capacity, shall not have or be deemed to have any fiduciary relationship with any Lender or any Loan Party. Each Lender, Agent, Issuing Bank, and each Loan Party acknowledges that it has not relied, and will not rely, on the Sole Lead Arranger and Book Runner in deciding to enter into this Agreement or in taking or not taking action hereunder. The Sole Lead Arranger and Book Runner, in such capacity, shall be entitled to resign at any time by giving notice to Agent and Borrowers.

16. TAX MATTERS.

16.1 Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall 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.

16.2 Payment of Other Taxes. The Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Agent timely reimburse it for the payment of, any Other Taxes.

16.3 Indemnification by the Loan Parties. The Loan Parties shall jointly and severally indemnify each Recipient, within 10 days after 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) 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 as to the amount of such payment or liability delivered to the Lead Borrower by a Lender (with a copy to the Agent), or by the Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

16.4 Indemnification by the Lenders. Each Lender shall severally indemnify the Agent, within 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 Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 13.1 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 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 Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the 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 Agent to the Lender from any other source against any amount due to the Agent under this Section 16.4.

16.5 Evidence of Payments. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 16, such Loan Party shall deliver to the Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Agent.

16.6 Status of Lenders. (a) 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 Agent, at the time or times reasonably requested by a Borrower or the Agent, such properly completed and executed documentation reasonably requested by a Borrower or the 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 a Borrower or the Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by a Borrower or the Agent as will enable the Borrowers or the 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 clauses (b)(i), (ii) and (iv) of this Section 16.6) 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.

(b) Without limiting the generality of the foregoing,

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

(ii) any Lender that is not a U.S. Person shall, to the extent it is legally entitled to do so, deliver to the Borrowers and the Agent (in such number of copies as shall be requested by the recipient) on or about the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of a Borrower or the Agent), whichever of the following is applicable:

(A) in the case of a 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 copies of 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 "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;

(B) executed copies of IRS Form W-8ECI or W-8EXP;

(C) in the case of a Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the IRC, (x) a certificate substantially in the form of Exhibit T-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the IRC, a "10 percent shareholder" of the Borrowers within the meaning of Section 871(h)(3)(B) of the IRC, or a "controlled foreign corporation" related to any Loan Party described in Section 881(c)(3)(C) of the IRC (a "**U.S. Tax Compliance Certificate**") and (y) executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E; or

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

(iii) any Lender that is not a U.S. Person shall, to the extent it is legally entitled to do so, deliver to the Borrowers and the Agent (in such number of copies as shall be requested by the recipient) on or about the date on which such Lender becomes a Lender under this Agreement (and from time to time

thereafter upon the reasonable request of a Borrower or the Agent), executed copies 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 Agent to determine the withholding or deduction required to be made; and

(iv) 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 IRC, as applicable), such Lender shall deliver to the Borrowers and the Agent at the time or times prescribed by law and at such time or times reasonably requested by a Borrower or the Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the IRC) and such additional documentation reasonably requested by a Borrower or the Agent as may be necessary for the Borrowers and the 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, if any, to deduct and withhold from such payment. Solely for purposes of this clause (iv), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

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 Agent in writing of its legal ineligibility to do so.

16.7 Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 16 (including by the payment of additional amounts pursuant to this Section 16), 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 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 Section 16.7 (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 Section 16.7, in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Section 16.7 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 Tax subject to indemnification and giving rise to such refund had not 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.

16.8 Status of Agent. The Agent, and any successor or supplemental Agent, shall deliver to the Borrowers, on or about the date on which it becomes a party to this Agreement, either (i) a duly executed IRS Form W-9 establishing that it is not subject to U.S. federal backup withholding; or (ii) a duly completed IRS Form W-8IMY, with the effect that the Borrowers may make payments to the Agent, to the extent such payments are received by the Agent as an intermediary, without deduction or withholding of any Taxes imposed by the United States.

16.9 Survival. Each party's obligations under this Section 16 shall survive the resignation or replacement of the Agent or any assignment of rights by, or the replacement of, a Lender, the termination

of the Commitments, the expiration or cancellation of all letters of credit and the repayment, satisfaction or discharge of all obligations under any Loan Document.

16.10 Definitions. For purposes of this Section 16, the term "Lender" shall include any Participant and the term "applicable law" includes FATCA.

17. GENERAL PROVISIONS.

17.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by the applicable Loan Parties, Agent, and each Lender whose signature is provided for on the signature pages hereof.

17.2 Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement.

17.3 Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against the Lender Group or any Borrower, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

17.4 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

17.5 Bank Product Providers. Each Bank Product Provider shall be deemed a third party beneficiary hereof and of the provisions of the other Loan Documents for purposes of any reference in a Loan Document to the parties for whom Agent is acting. Agent hereby agrees to act as agent for such Bank Product Providers and, by virtue of entering into a Bank Product Agreement, the applicable Bank Product Provider shall be automatically deemed to have appointed Agent as its agent and to have accepted the benefits of the Loan Documents; it being understood and agreed that the rights and benefits of each Bank Product Provider under the Loan Documents consist exclusively of such Bank Product Provider's being a beneficiary of the Liens and security interests (and, if applicable, guarantees) granted to Agent and the right to share in payments and collections out of the Collateral as more fully set forth herein. In addition, each Bank Product Provider, by virtue of entering into a Bank Product Agreement, shall be automatically deemed to have agreed that Agent shall have the right, but shall have no obligation, to establish, maintain, relax, or release reserves in respect of the Bank Product Obligations and that if reserves are established there is no obligation on the part of Agent to determine or insure whether the amount of any such reserve is appropriate or not. In connection with any such distribution of payments or proceeds of Collateral, Agent shall be entitled to assume no amounts are due or owing to any Bank Product Provider unless such Bank Product Provider has provided a written certification (setting forth a reasonably detailed calculation) to Agent as to the amounts that are due and owing to it and such written certification is received by Agent a reasonable period of time prior to the making of such distribution. Agent shall have no obligation to calculate the amount due and payable with respect to any Bank Products, but may rely upon the written certification of the amount due and payable from the relevant Bank Product Provider. In the absence of an updated certification, Agent shall be entitled to assume that the amount due and payable to the relevant Bank Product Provider is the amount last certified to Agent by such Bank Product Provider as being due and payable (less any distributions made to such Bank Product Provider on account thereof). Borrower may obtain Bank Products from any Bank Product Provider, although Borrower is not required to do so. Borrower acknowledges and agrees that no Bank Product Provider has committed to provide any Bank Products and

that the providing of Bank Products by any Bank Product Provider is in the sole and absolute discretion of such Bank Product Provider. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, no provider or holder of any Bank Product shall have any voting or approval rights hereunder (or be deemed a Lender) solely by virtue of its status as the provider or holder of such agreements or products or the Obligations owing thereunder, nor shall the consent of any such provider or holder be required (other than in their capacities as Lenders, to the extent applicable) for any matter hereunder or under any of the other Loan Documents, including as to any matter relating to the Collateral or the release of Collateral or Guarantors.

17.6 Debtor-Creditor Relationship. The relationship between Lenders and Agent, on the one hand, and the Loan Parties, on the other hand, is solely that of creditor and debtor. No member of the Lender Group has (or shall be deemed to have) any fiduciary relationship or duty to any Loan Party arising out of or in connection with the Loan Documents or the transactions contemplated thereby, and there is no agency or joint venture relationship between the members of the Lender Group, on the one hand, and the Loan Parties, on the other hand, by virtue of any Loan Document or any transaction contemplated therein.

17.7 Counterparts; Electronic Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Agreement. Any party delivering an executed counterpart of this Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement. The foregoing shall apply to each other Loan Document, and any notice delivered hereunder or thereunder, *mutatis mutandis*.

17.8 Revival and Reinstatement of Obligations. If the incurrence or payment of the Obligations by any Borrower or Guarantor or the transfer to the Lender Group of any property should for any reason subsequently be asserted, or declared, to be void or voidable under any state or federal law relating to creditors' rights, including provisions of the Bankruptcy Code relating to fraudulent conveyances, preferences, or other voidable or recoverable payments of money or transfers of property (each, a "Voidable Transfer"), and if the Lender Group is required to repay or restore, in whole or in part, any such Voidable Transfer, or elects to do so upon the advice of counsel, then, as to any such Voidable Transfer, or the amount thereof that the Lender Group is required or elects to repay or restore, and as to all reasonable costs, expenses, and attorneys' fees of the Lender Group related thereto, the liability of such Borrower or Guarantor automatically shall be revived, reinstated, and restored and shall exist as though such Voidable Transfer had never been made. This provision shall survive the termination of this Agreement and the repayment in full of the Obligations.

17.9 Confidentiality.

(a) Agent and Lenders each individually (and not jointly or jointly and severally) agree that material, non-public information regarding each Loan Party and its Subsidiaries, their operations, assets, and existing and contemplated business plans ("Confidential Information") shall be treated by Agent and Lenders in a confidential manner, and shall not be disclosed by Agent and Lenders to Persons who are not

parties to this Agreement, except: (i) to attorneys for and other advisors, accountants, auditors, and consultants to any member of the Lender Group and to employees, directors and officers of any member of the Lender Group (the Persons in this clause (i), "Lender Group Representatives") on a "need to know" basis in connection with this Agreement and the transactions contemplated hereby and on a confidential basis, (ii) to Subsidiaries and Affiliates of any member of the Lender Group (including the Bank Product Providers), provided that any such Subsidiary or Affiliate shall have agreed to receive such information hereunder subject to the terms of this Section 17.9, (iii) as may be required by regulatory authorities so long as such authorities are informed of the confidential nature of such information, (iv) as may be required by statute, decision, or judicial or administrative order, rule, or regulation; provided, that, (x) prior to any disclosure under this clause (iv), the disclosing party agrees to provide Lead Borrower with prior notice thereof, to the extent that it is practicable to do so and to the extent that the disclosing party is permitted to provide such prior notice to Lead Borrower pursuant to the terms of the applicable statute, decision, or judicial or administrative order, rule, or regulation, and (y) any disclosure under this clause (iv) shall be limited to the portion of the Confidential Information as may be required by such statute, decision, or judicial or administrative order, rule, or regulation, (v) as may be agreed to in advance in writing by Lead Borrower, (vi) as requested or required by any Governmental Authority pursuant to any subpoena or other legal process, provided, that, (x) prior to any disclosure under this clause (vi) the disclosing party agrees to provide Lead Borrower with prior written notice thereof, to the extent that it is practicable to do so and to the extent that the disclosing party is permitted to provide such prior written notice to Lead Borrower pursuant to the terms of the subpoena or other legal process, and (y) any disclosure under this clause (vi) shall be limited to the portion of the Confidential Information as may be required by such Governmental Authority pursuant to such subpoena or other legal process, (vii) as to any such information that is or becomes generally available to the public (other than as a result of prohibited disclosure by Agent or Lenders or the Lender Group Representatives), (viii) in connection with any assignment, participation or pledge of any Lender's interest under this Agreement, provided that prior to receipt of Confidential Information any such assignee, participant, or pledgee shall have agreed in writing to receive such Confidential Information hereunder subject to the terms of this Section, (ix) in connection with any litigation or other adversary proceeding involving parties hereto which such litigation or adversary proceeding involves claims related to the rights or duties of such parties under this Agreement or the other Loan Documents; provided, that, prior to any disclosure to any Person (other than any Loan Party, Agent, any Lender, any of their respective Affiliates, or their respective counsel) under this clause (ix) with respect to litigation involving any Person (other than Loan Parties, Agent, any Lender, any of their respective Affiliates, or their respective counsel), the disclosing party agrees to provide Lead Borrower with prior written notice thereof, and (x) in connection with, and to the extent reasonably necessary for, the exercise of any secured creditor remedy under this Agreement or under any other Loan Document.

(b) Anything in this Agreement to the contrary notwithstanding, Agent may (i) only after consulting with the Lead Borrower, provide customary information concerning the terms and conditions of this Agreement and the other Loan Documents to loan syndication and pricing reporting services, and (ii) only after consulting with the Lead Borrower, use the name, logos, and other insignia of Borrowers and the Loan Parties and the Commitments provided hereunder in any "tombstone" or comparable advertising, on its website or in other marketing materials of Agent.

17.10 Lender Group Expenses. Borrowers agree to pay the Lender Group Expenses on the earlier of (a) the Restatement Effective Date, (b) the first day of the month following the date on which such Lender Group Expenses were first incurred, or (c) the date on which demand therefor is made by Agent. Borrowers agree that its obligations contained in this Section 17.10 shall survive payment or satisfaction in full of all other Obligations.

17.11 Survival. All representations and warranties made by the Loan Parties in the Loan Documents 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 the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that Agent, Issuing Bank, or any Lender may have had notice or knowledge of any Default or Event of 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 unpaid or any Letter of Credit (unless collateralized) is outstanding and so long as the Commitments have not expired or terminated.

17.12 Patriot Act. Each Lender that is subject to the requirements of the Patriot Act hereby notifies the Loan Parties that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender to identify each Loan Party in accordance with the Patriot Act. In addition, Agent and each Lender shall have the right to periodically conduct due diligence on all Loan Parties, their senior management and key principals and legal and beneficial owners. Each Loan Party agrees to cooperate in respect of the conduct of such due diligence and further agrees that the reasonable costs and charges for any such due diligence by Agent shall constitute Lender Group Expenses hereunder and be for the account of Borrowers.

17.13 Integration. This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof. The foregoing to the contrary notwithstanding, all Bank Product Agreements, if any, are independent agreements governed by the written provisions of such Bank Product Agreements, which will remain in full force and effect, unaffected by any repayment, prepayments, acceleration, reduction, increase, or change in the terms of any credit extended hereunder, except as otherwise expressly provided in such Bank Product Agreement.

17.14 Keepwell. Each Qualified ECP Guarantor party hereto hereby jointly and severally (i) absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to guaranty and otherwise honor all Obligations in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 17.14 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 17.14, or otherwise under the Loan Documents, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section 17.14 shall remain in full force and effect until payment in full of the Obligations. Each Qualified ECP Guarantor intends that this Section 17.14 constitute, and this Section 17.14 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of Section 1a(17)(A)(v)(II) of the Commodity Exchange Act.

17.15 Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of each Borrower in respect of any such sum due from it to Agent or any Lender hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "Agreement Currency"), be discharged only to the extent that on the Business Day following receipt by Agent or such Lender, as the case may be, of any sum adjudged to be so due in the Judgment Currency, Agent or such Lender, as the case may be, may in accordance with

normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to Agent or any Lender from any Borrower in the Agreement Currency, such Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify Agent or such Lender, as the case may be, against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to Agent or any Lender in such currency, Agent or such Lender, as the case may be, agrees to return the amount of any excess to such Borrower (or to any other Person who may be entitled thereto under applicable law).

17.16 Parent as Administrative Agent for Borrowers. Each Loan Party hereby irrevocably appoints Parent as the borrowing agent and attorney-in-fact for all Loan Parties ("Administrative Borrower") which appointment shall remain in full force and effect unless and until Agent shall have received prior written notice signed by each Loan Party that such appointment has been revoked and that another Loan Party has been appointed Administrative Borrower (which appointment is subject to the approval of Agent not to be unreasonably withheld). Each Loan Party hereby irrevocably appoints and authorizes Administrative Borrower (a) to provide Agent with all notices with respect to Loans and Letters of Credit obtained for the benefit of any Borrower and all other notices and instructions under this Agreement and the other Loan Documents (and any notice or instruction provided by Administrative Borrower shall be deemed to be given by the Loan Parties hereunder and shall bind each Loan Party), (b) to receive notices and instructions from members of the Lender Group (and any notice or instruction provided by any member of the Lender Group to Administrative Borrower in accordance with the terms hereof shall be deemed to have been given to each Loan Party), and (c) to take such action as Administrative Borrower deems appropriate on its behalf to obtain Loans and Letters of Credit and to exercise such other powers as are reasonably incidental thereto to carry out the purposes of this Agreement. It is understood that the handling of the Loan Account and Collateral in a combined fashion, as more fully set forth herein, is done solely as an accommodation to the Loan Parties in order to utilize the collective borrowing powers of Borrowers in the most efficient and economical manner and at their request, and that Lender Group shall not incur liability to any Loan Party as a result hereof. Each Loan Party expects to derive benefit, directly or indirectly, from the handling of the Loan Accounts and the Collateral in a combined fashion since the successful operation of each Loan Party is dependent on the continued successful performance of the integrated group. To induce the Lender Group to do so, and in consideration thereof, each Loan Party hereby jointly and severally agrees to indemnify each member of the Lender Group and hold each member of the Lender Group harmless against any and all liability, expense, loss or claim of damage or injury, made against the Lender Group by any Loan Party or by any third party whosoever, arising from or incurred by reason of (i) the handling of the Loan Accounts and Collateral of Loan Parties as herein provided, or (ii) the Lender Group's relying on any instructions of Lead Borrower, except that Loan Parties will have no liability to the relevant Agent-Related Person or Lender-Related Person under this Section 17.21 with respect to any liability that has been finally determined by a court of competent jurisdiction to have resulted solely from the gross negligence, bad faith or willful misconduct of such Agent-Related Person or Lender-Related Person, as the case may be.

17.17 "Know Your Customer" Checks. Without limiting any other provision set forth in this Agreement:

(a) If (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement; (ii) any change in the status of any Loan Party after the date of this Agreement; or (iii) a proposed assignment or transfer by a Lender of any of its rights and obligations under this Agreement to a party that is not a Lender prior to such assignment or transfer, obliges Agent or any Lender (or, in the case of clause (iii) above, any prospective new Lender) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, each Loan Party shall promptly upon the request of Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is

reasonably requested by Agent (for itself or on behalf of any Lender) or any Lender (for itself or, in the case of the event described in clause (iii) above, on behalf of any prospective new Lender) in order for Agent, such Lender or, in the case of the event described in clause (iii) above, any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Loan Documents.

(b) Each Lender shall promptly upon the request of Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by Agent (for itself) in order for Agent to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Loan Documents.

17.18 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable 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 the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise 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 this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

17.19 Conflicts with Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of any other Loan Documents, the terms of the Intercreditor Agreement shall control.

17.20 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Hedge Agreements or any other agreement or instrument that is a QFC (such support, "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York or of the United States or any other state of the United States): In the event a Covered Entity that is party to a Supported QFC (each,

a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

17.21 Erroneous Payments.

(f) Each Lender, each Issuing Bank, each other Bank Product Provider and any other party hereto hereby severally agrees that if (i) Agent notifies (which such notice shall be conclusive absent manifest error) such Lender or Issuing Bank or any Bank Product Provider (or the Lender which is an Affiliate of a Lender, Issuing Bank or Bank Product Provider) or any other Person that has received funds from Agent or any of its Affiliates, either for its own account or on behalf of a Lender, Issuing Bank or Bank Product Provider (each such recipient, a "Payment Recipient") that Agent has determined in its sole discretion that any funds received by such Payment Recipient were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Payment Recipient) or (ii) any Payment Recipient receives any payment from Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, as applicable, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, as applicable, or (z) that such Payment Recipient otherwise becomes aware was transmitted or received in error or by mistake (in whole or in part) then, in each case, an error in payment shall be presumed to have been made (any such amounts specified in clauses (i) or (ii) of this Section 17.21(a), whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise; individually and collectively, an "Erroneous Payment"), then, in each case, such Payment Recipient is deemed to have knowledge of such error at the time of its receipt of such Erroneous Payment; provided that nothing in this Section shall require Agent to provide any of the notices specified in clauses (i) or (ii) above. Each Payment Recipient agrees that it shall not assert any right or claim to any Erroneous Payment, and hereby waives any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by Agent for the return of any Erroneous Payments, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(g) Without limiting the immediately preceding clause (a), each Payment Recipient agrees that, in the case of clause (a)(ii) above, it shall promptly notify Agent in writing of such occurrence.

(h) In the case of either clause (a)(i) or (a)(ii) above, such Erroneous Payment shall at all times remain the property of Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of Agent, and upon demand from Agent such Payment Recipient shall (or, shall cause any Person who received any portion of an Erroneous Payment on its behalf to), promptly, but in all events no later than one Business Day thereafter, return to Agent the amount of any such Erroneous Payment (or portion

thereof) as to which such a demand was made in same day funds and in the currency so received, together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to Agent at the greater of the Federal Funds Rate and a rate determined by Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(i) In the event that an Erroneous Payment (or portion thereof) is not recovered by Agent for any reason, after demand therefor by Agent in accordance with immediately preceding clause (c), from any Lender that is a Payment Recipient or an Affiliate of a Payment Recipient (such unrecovered amount as to such Lender, an "Erroneous Payment Return Deficiency"), then at the sole discretion of Agent and upon Agent's written notice to such Lender (i) such Lender shall be deemed to have made a cashless assignment of the full face amount of the portion of its Loans (but not its Commitments) with respect to which such Erroneous Payment was made (the "Erroneous Payment Impacted Loans") to Agent or, at the option of Agent, Agent's applicable lending affiliate (such assignee, the "Agent Assignee") in an amount that is equal to the Erroneous Payment Return Deficiency (or such lesser amount as Agent may specify) (such assignment of the Loans (but not Commitments) of the Erroneous Payment Impacted Loans, the "Erroneous Payment Deficiency Assignment") plus any accrued and unpaid interest on such assigned amount, without further consent or approval of any party hereto and without any payment by Agent Assignee as the assignee of such Erroneous Payment Deficiency Assignment. Without limitation of its rights hereunder, following the effectiveness of the Erroneous Payment Deficiency Assignment, Agent may make a cashless reassignment to the applicable assigning Lender of any Erroneous Payment Deficiency Assignment at any time by written notice to the applicable assigning Lender and upon such reassignment all of the Loans assigned pursuant to such Erroneous Payment Deficiency Assignment shall be reassigned to such Lender without any requirement for payment or other consideration. The parties hereto acknowledge and agree that (1) any assignment contemplated in this clause (d) shall be made without any requirement for any payment or other consideration paid by the applicable assignee or received by the assignor, (2) the provisions of this clause (d) shall govern in the event of any conflict with the terms and conditions of Section 13 and (3) Agent may reflect such assignments in the Register without further consent or action by any other Person.

(j) Each party hereto hereby agrees that (x) in the event an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, Agent (1) shall be subrogated to all the rights of such Payment Recipient and (2) is authorized to set off, net and apply any and all amounts at any time owing to such Payment Recipient under any Loan Document, or otherwise payable or distributable by Agent to such Payment Recipient from any source, against any amount due to Agent under this Section 17.21 or under the indemnification provisions of this Agreement, (y) the receipt of an Erroneous Payment by a Payment Recipient shall not for the purpose of this Agreement be treated as a payment, prepayment, repayment, discharge or other satisfaction of any Obligations owed by the Borrowers or any other Loan Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by Agent from the Borrowers or any other Loan Party for the purpose of making for a payment on the Obligations and (z) to the extent that an Erroneous Payment was in any way or at any time credited as payment or satisfaction of any of the Obligations, the Obligations or any part thereof that were so credited, and all rights of the Payment Recipient, as the case may be, shall be reinstated and continue in full force and effect as if such payment or satisfaction had never been received.

(k) Each party's obligations under this Section 17.21 shall survive the resignation or replacement of Agent or any transfer of right or obligations by, or the replacement of, a Lender, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

(g) The provisions of this Section 17.21 to the contrary notwithstanding, (i) nothing in this Section 17.21 will constitute a waiver or release of any claim of any party hereunder arising from any Payment Recipient's receipt of an Erroneous Payment and (ii) there will only be deemed to be a recovery of the Erroneous Payment to the extent that Agent has received payment from the Payment Recipient in immediately available funds the Erroneous Payment Return Deficiency, whether directly from the Payment Recipient, as a result of the exercise by Agent of its rights of subrogation or set off as set forth above in clause (e) or as a result of the receipt by Agent Assignee of a payment of the outstanding principal balance of the Loans assigned to Agent Assignee pursuant to an Erroneous Payment Deficiency Assignment, but excluding any other amounts in respect thereof (it being agreed that any payments of interest, fees, expenses or other amounts (other than principal) received by Agent Assignee in respect of the Loans assigned to Agent Assignee pursuant to an Erroneous Payment Deficiency Assignment shall be the sole property of Agent Assignee and shall not constitute a recovery of the Erroneous Payment).

18. ACKNOWLEDGMENT AND RESTATEMENT

18.1 Acknowledgment of Security Interests. The Loan Parties hereby acknowledge, confirm and agree that Agent on behalf of the Lenders shall continue to have a security interest in and lien upon the assets of the Loan Parties constituting Collateral heretofore granted to Agent pursuant to the Loan Documents to secure the Obligations, as well as any Collateral granted under this Agreement or under any of the other Loan Documents or otherwise granted to or held by Agent or any Lender. The Liens of Agent in the Collateral shall be deemed to be continuously granted and perfected from the earliest date of the granting and perfection of such Liens interests to Agent and Lenders, whether under the Existing Credit Agreement, this Agreement or any other Loan Documents. On and after the date of this Agreement, all such liens and security interests shall be subject to the terms of this Agreement and the other Loan Documents and in all respects subject to the terms herein or therein, as applicable.

18.2 Existing Loan Documents. Each of the Loan Parties hereby acknowledges, confirms and agrees that: (a) the Existing Loan Documents have been duly executed and delivered by the Loan Parties and are in full force and effect as of the date hereof, (b) the agreements and obligations of the Loan Parties contained in the Existing Loan Documents constitute the legal, valid and binding obligations of each of the Loan Parties, as the case may be, enforceable against such Credit Party, in accordance with their respective terms as modified by this Agreement and no Credit Party has a valid defense to the enforcement of such obligations, (c) Agent and Lenders are entitled to all of the rights and remedies provided for in or arising pursuant to the Existing Loan Documents except to the extent that such Existing Loan Documents have been amended and restated hereby, and (d) no action or omission by any Credit Party in respect of the Existing Loan Documents prior to the date hereof and no representation and warranty deemed made in respect of such Existing Loan Documents pursuant to any request for Revolving Loans or Letters of Credit under the Existing Credit Agreement by any of the Loan Parties prior to the date hereof shall be deemed the basis for any Default or Event of Default or the exercise of any remedies under this Agreement after the date hereof.

18.3 Restatement.

(a) As of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Loan Documents are hereby amended and restated in their entirety, and (i) as so amended and restated, replaced and superseded, by the terms, conditions, agreements, covenants, representations and warranties set forth in this Agreement and the other Loan Documents, except that nothing herein or in the other Loan Documents shall impair or adversely affect the continuation of the liability of Loan Parties for the Revolving Loans and the Letters of Credit and all accrued and unpaid interest thereon and fees, costs, expenses and other charges with respect thereto (as amended and restated

hereby and which are in all respects hereinafter subject to the terms of this Agreement and the other Loan Documents) and the security interests, liens, and other interests in the Collateral heretofore granted, pledged and/or assigned by the Loan Parties to Agent or any Lender (whether directly, indirectly or otherwise) (as amended and restated hereby and which are in all respects subject to the terms of this Agreement and the other Loan Documents), and (ii) no action or omission by any Loan Party in respect of the Existing Loan Documents prior to the date hereof and no representation and warranty deemed made in respect of such Existing Loan Documents pursuant to any request for Revolving Loans or Letters of Credit under the Existing Credit Agreement by any of the Loan Parties prior to the date hereof shall be deemed the basis for any Default or Event of Default or the exercise of any remedies under this Agreement after the date hereof. Notwithstanding anything to the contrary herein, any dollar basket specified herein shall be deemed unused as of the date hereof, so that such baskets are available in their entirety on and as of the date hereof.

(b) The amendment and restatement contained herein shall not, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the Revolving Loans, the Letters of Credit and all accrued and unpaid interest thereon and fees with respect thereto, and the liens and security interests securing such obligations and liabilities, which shall not in any manner be impaired, limited, terminated, waived or released, but shall continue in full force and effect in favor of Agent, for itself and the benefit of Lenders (as amended and restated hereby and which are in all respects subject to the terms of this Agreement and the other Loan Documents).

(c) All of the Revolving Loans, the Letters of Credit and all accrued and unpaid interest thereon and fees with respect thereto under the Existing Loan Documents shall be deemed Obligations of the Loan Parties pursuant to and expressly subject to the terms hereof. The principal amount of the Revolving Loans and the amount of the Letters of Credit outstanding as of the date hereof under the Existing Loan Documents shall be allocated to the Revolving Loans and Letters of Credit hereunder in such manner and in such amounts as Agent shall determine in accordance with the terms hereof.

[Signature pages to follow.]

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

INDEPENDENCE CONTRACT DRILLING, INC.

By:_____
Name:
Title:

SIDEWINDER DRILLING LLC

By:_____
Name:
Title:

AGENT, LENDER,
AND ISSUING BANK:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:_____
Name: _____
Title: _____