

lending office for funding or booking its Advances hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.10 or 2.12, as the case may be, in the future, and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrowers hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement Lender. If any Lender requests compensation under Section 2.10, or if the Borrowers are required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.12 and, in each case, such Lender has declined or is unable to designate a different lending office in accordance with Section 2.13(a), or if any Lender is a Defaulting Lender or a Non-Consenting Lender, then the Borrowers may, at their sole expense and effort (and in the case of a Defaulting Lender, the Administrative Agent may) upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 9.7), all of its interests, rights (other than its existing rights to payments pursuant to Section 2.10 or Section 2.12) and obligations under this Agreement and the related Credit Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that:

(i) as to assignments required by the Borrowers, the Borrowers shall have paid to the Administrative Agent the assignment fee (if any) specified in Section 9.7, unless such fee has been waived by the Administrative Agent;

(ii) such Lender shall have received payment of an amount equal to the outstanding principal of its applicable Advances, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Credit Documents from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrowers (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a claim for compensation under Section 2.10 or payments required to be made pursuant to Section 2.12, such assignment will result in a reduction in such compensation or payments thereafter;

(iv) such assignment does not conflict with applicable Legal Requirement;

(v) with respect to a Non-Consenting Lender, the proposed amendment, modification, waiver, consent or release with respect to this Agreement or any other Credit Document has been approved by the Majority Lenders and such agreement, amendment, waiver, consent or release can be effected as a result of such assignment (and, if applicable, one or more other assignments) contemplated by this Section; and

(vi) no Lender may be replaced solely as a result of it being a Defaulting Lender if its Commitment is fully funded.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrowers or the Administrative Agent to require such assignment and delegation cease to apply. Solely for purposes of effecting any assignment involving a Defaulting Lender under this Section 2.13 and to the extent permitted under applicable Legal Requirements, each Lender hereby designates and **appoints the Administrative Agent as true and lawful agent and attorney-in-fact, with full power and authority**, for and on behalf of and

in the name of such Lender to execute, acknowledge and deliver the Assignment and Acceptance required hereunder if such Lender is a Defaulting Lender and such Lender shall be bound thereby as fully and effectively as if such Lender had personally executed, acknowledged and delivered the same.

Section 2.14 Defaulting Lender.

(a) Defaulting Lender Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable Legal Requirement:

(i) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of Majority Lenders.

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article 7 or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 7.4 shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; second, as the Borrower Representative may request (so long as no Default or Event of Default exists), to the funding of any Advance hereunder in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; third, if so determined by the Administrative Agent and the Borrower Representative, to be held in a deposit account and released pro rata in order to satisfy such Defaulting Lender's current or potential future funding obligations with respect to Advances under this Agreement; fourth, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; fifth, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrowers as a result of any judgment of a court of competent jurisdiction obtained by the Borrowers against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and sixth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender pursuant to this Section 2.14(a)(ii) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

Section 2.15 [Reserved].

Section 2.16 Status of Obligations; Perfection and Priority of Security Interests.

(a) Superpriority Claims. The Obligations are, subject to the Carve-Out and the DIP Order, pursuant to section 364(c)(1) of the Bankruptcy Code, entitled (without the need to file a proof of claim or other request for payment) to a joint and several superpriority claim against the Debtors, with priority over any and all other obligations, liabilities, and indebtedness against the Debtors, now existing or hereafter arising, of any kind whatsoever, including on the proceeds of Avoidance Actions following entry of the Final DIP Order (but not the actions themselves), and including any and all administrative expenses or other claims of the kind specified in or arising under sections 105, 326, 328, 330, 331, 503(b), 506(c) (following entry of the Final DIP Order), 507, 546(c), 552(b), 726, 1113, or 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, whether now in existence or hereafter incurred by the Debtors, and shall at all times be senior to the rights of the Debtors, each Debtor's estate and any successor trustee, estate representative, or any creditor, in any of the Cases or any subsequent cases or

proceedings under the Bankruptcy Code (the “Lender Superpriority Claim”), and the Lender Superpriority Claim shall have recourse to and be payable from all prepetition and postpetition Properties of the Debtors, including, but not limited to, the Collateral.

(b) Liens on Unencumbered Assets. The Obligations are, subject to the Carve-Out and the DIP Order, pursuant to section 364(c)(2) of the Bankruptcy Code, secured by a perfected first priority Lien on all Collateral that is not subject to valid, perfected, and non-avoidable Liens as of the Petition Date and such Liens securing the Obligations are perfected without the necessity of the execution or filing of mortgages, security agreements, pledge agreements, financing statements, or other agreements.

(c) Junior Lien on Certain Encumbered Assets. The Obligations are, subject to the Carve-Out and the DIP Order, pursuant to section 364(c)(3) of the Bankruptcy Code, secured by a perfected Lien (“Junior Lien”) on all Collateral (other than Collateral described in Section 2.16(b) or Section 2.16(d), as to which the Liens in favor of the Administrative Agent are entitled to the priority as described in such Sections) that is subject to valid and non-avoidable Liens as of the Petition Date that were permitted pursuant to (i) the terms of the Prepetition Credit Agreement (including the real estate securing the HMC Leasing/Iberia Loan Documents and the JPM/Knight Family Loan Documents, but excluding the Liens securing the Prepetition Credit Agreement) or (ii) with respect to statutory liens, applicable laws and which were senior to the Liens under the Prepetition Credit Agreement, in each case which were either perfected as of the Petition Date or subsequently perfected pursuant to section 546(b) of the Bankruptcy Code. The Junior Liens are junior to such valid, perfected, and non-avoidable Liens described in clauses (i) and (ii) above and are perfected without the necessity of the execution or filing of mortgages, security agreements, pledge agreements, financing agreements, or other agreements.

(d) Priming Lien on Certain Encumbered Assets. The Obligations are, subject to the Carve-Out and the DIP Order, pursuant to section 364(d)(1) of the Bankruptcy Code, secured by a perfected first priority, senior priming Lien (the “Priming Lien”) on all the Collateral on which (i) Liens were granted as security for the obligations under or in connection with the Prepetition Credit Agreement, or (ii) Liens were granted as of the Petition Date that were not permitted pursuant to the terms of the Prepetition Credit Agreement or (with respect to statutory liens) applicable law, all of which existing Liens (such Liens in clauses (i) and (ii) above, collectively, the “Primed Liens”) shall be primed by and made subject and subordinate to the Priming Lien to be granted to the Administrative Agent for its and the Lenders’ benefit, which Priming Lien also primes any Liens granted after the Petition Date to provide adequate protection in respect of any of the Primed Liens. Such Priming Liens are perfected without necessity of the execution or filing of mortgages, security agreements, pledge agreements, financing statements, or other agreements. For the avoidance of doubt, notwithstanding Section 2.16(c), the Priming Lien primes and is senior to the Primed Liens.

Section 2.17 Carve-Out. The priorities set forth in Section 2.16 are subject, in each case, only to the Carve-Out. All of the Liens and security interests granted to secure the Obligations and described in Section 2.16 shall be effective and perfected as of the Petition Date, without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements, or other agreements or documents. The Debtors shall execute and deliver to the Administrative Agent (for recordation or filing, as appropriate) such mortgages, security agreements and pledges (and other security instruments), and be authorized pursuant to the DIP Order to file such financing statements and other instruments and documents, as shall be advisable (as determined by the Majority Lenders) to evidence and secure the Obligations. The cost of such recordation and filing shall be set forth in the DIP Budget.

Section 2.18 Conversion to Exit Facility. Upon the satisfaction or waiver of the conditions precedent to effectiveness set forth in the Exit Credit Agreement, automatically and without any further consent or action required by the Administrative Agent or any Lender, (a) each Loan hereunder shall be

deemed refunded, refinanced, replaced and issued as a loan under the Exit Credit Agreement, (b) in connection therewith the Borrowers, in their capacity as reorganized Borrowers, and each Guarantor, in its capacity as a reorganized Debtor, to the extent such Person is required under the Exit Credit Agreement to continue to be a guarantor in respect thereof, shall assume all obligations in respect of the Loans hereunder and all other obligations in respect hereof, (c) each Lender hereunder shall be a Lender under the Exit Credit Agreement and (d) this Agreement shall terminate and be superseded, refunded, refinanced and replaced by, and deemed amended and restated in its entirety substantially in the form of, the Exit Credit Agreement, and the Commitments hereunder shall terminate. Notwithstanding the foregoing, all obligations of the Borrowers and the other Credit Parties to the Administrative Agent and the Lenders under this Agreement and any other Credit Document (except, for the avoidance of doubt, the Exit Credit Agreement) which are expressly stated in this Agreement or such other Credit Document as surviving such agreement's termination shall, as so specified, survive without prejudice and remain in full force and effect. Each of the Credit Parties, the Administrative Agent and the Lenders shall take such actions and execute and deliver such agreements, instruments or other documents as the Administrative Agent (at the direction of the Majority Lenders) may reasonably request to give effect to the provisions of this Section 2.18.

### **ARTICLE 3 CONDITIONS OF LENDING**

Section 3.1 Conditions Precedent to Initial Borrowing. The obligations of each Lender to make Loans hereunder on the Closing Date shall be subject to the conditions precedent that (or waiver thereof in accordance with Section 9.3):

(a) Documentation. The Administrative Agent (for further distribution to the Lenders) shall have received the following, duly executed by all the parties thereto, in form and substance satisfactory to the Administrative Agent and the Lenders:

(i) this Agreement and all attached Exhibits and Schedules;

(ii) [Reserved];

(iii) certificates of insurance naming the Administrative Agent as loss payee with respect to property insurance, or additional insured with respect to liability insurance, and covering each Credit Parties' Properties with such insurance carriers, for such amounts and covering such risks that are acceptable to the Majority Lenders;

(iv) a certificate from an authorized officer of the Borrower Representative dated as of the Closing Date stating that as of such date (A) all representations and warranties of each respective Borrower set forth in this Agreement and the other Credit Documents are true and correct, (B) no Default has occurred and is continuing; and (C) all conditions precedent set forth in this Section 3.1 have been met (or waived in accordance with Section 9.3);

(v) a secretary's certificate from each Credit Party certifying to and attaching such Person's (A) officers' incumbency certificate, (B) authorizing resolutions, (C) organizational documents, and (D) governmental approvals, if any, with respect to the Credit Documents to which such Person is a party;

(vi) [Reserved];

(vii) a legal opinion of Heller, Draper, Patrick, Horn & Dabney, LLC as outside counsel to the Credit Parties, in form and substance acceptable to the Majority Lenders and addressed to the Secured Parties; and

(viii) such other documents, governmental certificates, agreements, and lien searches as the Administrative Agent or any Lender may request;

(b) Consents; Authorization; Conflicts. Each Credit Party shall have received any consents, permits, licenses and approvals required in accordance with applicable Legal Requirement, or in accordance with any document, agreement, instrument or arrangement to which any Credit Party is a party, in connection with the execution, delivery, performance, validity and enforceability of this Agreement and the other Credit Documents, each in form and substance satisfactory to the Majority Lenders;

(c) Representations and Warranties. The representations and warranties contained in Article 4 and in each other Credit Document shall be true and correct on and as of the date of the Initial Borrowing (or as of such earlier date if the representation or warranty specifically relates to an earlier date);

(d) Payment of Fees. Borrowers shall have paid the fees and expenses required to be paid as of the Closing Date in the DIP Agency Fee Letter and such fees and expenses required to be paid as of the Closing Date pursuant to Sections 2.6(c) and 9.1 or any other provision of a Credit Document;

(e) Other Proceedings. Except for the Cases, no action, suit, investigation or other proceeding (including without limitation, the enactment or promulgation of a statute or rule) by or before any arbitrator or any Governmental Authority shall be threatened 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, any other Credit Document, or any transaction contemplated hereby or thereby or (ii) which, in the judgment of the Majority Lenders, could reasonably be expected to result in a Material Adverse Change;

(f) Material Adverse Change. Since December 31, 2016, there shall not have occurred any event, development or circumstance that has or could reasonably be expected to result in a Material Adverse Change;

(g) No Default. No Default or Event of Default shall have occurred and be continuing;

(h) Notice of Borrowing. The Administrative Agent shall have received a Notice of Borrowing from the Borrower Representative, with appropriate insertions and executed by a duly appointed Responsible Officer of the Borrower Representative;

(i) USA Patriot Act. The Administrative Agent shall have received all documentation and other information that is required by regulatory authorities under applicable “know your customer” and anti-money-laundering rules and regulations, including, without limitation, the Patriot Act.

(j) Loan Limit. The amount of such Advance shall not exceed the Loan Limit then in effect;

(k) Due Diligence. The Majority Lenders shall have completed and be satisfied in their sole discretion with the corporate (or other organizational) and financial due diligence of the Restricted Entities;

(l) [Reserved];

(m) [Reserved];

(n) [Reserved];

(o) DIP Budget. The Administrative Agent and the Lenders shall have received a 13-week debtor-in-possession operating budget and cash flow forecast broken down by week, containing line items of sufficient detail to reflect projected receipts and disbursements for such 13-week period, including estimated costs and expenses of a voluntary case pursuant to Chapter 11 of the Bankruptcy Code, substantially in the form of Exhibit G hereto and otherwise in form and substance satisfactory to the Majority Lenders in their sole discretion (the "Initial DIP Budget");

(p) [Reserved];

(q) Restructuring Support Agreement. The Restructuring Support Agreement shall have been duly executed by the Debtors and each other party thereto, all conditions to the effectiveness of the Restructuring Support Agreement shall have been satisfied or waived and the Restructuring Support Agreement shall be in full force and effect, subject to any necessary Bankruptcy Court approvals;

(r) [Reserved];

(s) Interim DIP Order. The Interim DIP Order shall have been entered by the Bankruptcy Court in the Cases within two days of the Petition Date and shall have been in form and substance satisfactory to the Majority Lenders, and shall be in full force and effect and shall not have been vacated, stayed, revised, modified, or amended in any manner without the prior written consent of the Majority Lenders;

(t) [Reserved];

(u) Petition Date. The Petition Date with respect to each Debtor shall have occurred, and the First Day Orders sought by the Debtors shall have been entered by the Bankruptcy Court and shall have been in form and substance satisfactory to the Majority Lenders;

(v) Cash Management. All orders entered by the Bankruptcy Court pertaining to cash management (including the Cash Management Order), and all other motions and documents filed or to be filed with, and submitted to, the Bankruptcy Court in connection therewith, shall be in form and substance satisfactory to the Majority Lenders; and

(w) Chief Restructuring Officer. The Debtors shall have retained a chief restructuring officer acceptable to the Majority Lenders.

Section 3.2 Conditions Precedent to the Second Funding Availability Period. The obligations of the Lenders to make Advances to the Borrowers hereunder during the Second Funding Availability Period are subject to the satisfaction of the following additional conditions precedent (or waiver thereof in accordance with Section 9.3):

(a) the conditions precedent set forth in Section 3.1 have been satisfied (or waived in accordance with Section 9.3);

(b) each of the representations and warranties contained in this Agreement and the other Credit Documents shall be true and correct in all material respects (provided that to the extent any representation and warranty is qualified as to “Material Adverse Effect” or otherwise as to “materiality”, such representation and warranty is true and correct in all respects) on and as of the date of such Borrowing (or as of such earlier date if the representation or warranty specifically relates to an earlier date);

(c) [Reserved];

(d) no Default or Event of Default shall have occurred and be continuing or would result from such Borrowing;

(e) the Restructuring Support Agreement shall be in full force and effect;

(f) the making of such Advances shall not violate any material requirement of Law and shall not be enjoined, temporarily, preliminarily or permanently;

(g) all motions filed and orders entered after the Petition Date and prior to or on the date of the entry of the Final DIP Order shall be satisfactory in form and substance to the Majority Lenders;

(h) the Final DIP Order shall be in form and substance satisfactory to the Majority Lenders authorizing and approving the DIP Facility and the transactions contemplated hereby, shall have been entered by the Bankruptcy Court on or before September 1, 2017, such Final DIP Order shall not have been reversed, vacated or stayed and shall not have been amended, supplemented or otherwise modified without the prior written consent of the Majority Lenders, and the Debtors shall be in compliance in all material respects with the DIP Order;

(i) the amount of such Advance shall not exceed the Loan Limit then in effect; and

(j) the Borrower shall have delivered to the Administrative Agent a Notice of Borrowing; and each statement or certification made in such Notice of Borrowing shall be true and correct in all material respects as of the date of such Borrowing.

Section 3.3 Conditions Precedent to the Third Funding Availability Period. The obligations of the Lenders to make Advances to the Borrowers hereunder during the Third Funding Availability Period are subject to the satisfaction of the following additional conditions precedent (or waiver thereof in accordance with Section 9.3):

(a) the conditions precedent set forth in Section 3.2 have been satisfied (or waived in accordance with Section 9.3);

(b) each of the representations and warranties contained in this Agreement and the other Credit Documents shall be true and correct in all material respects (provided that to the extent any representation and warranty is qualified as to “Material Adverse Effect” or otherwise as to “materiality”, such representation and warranty is true and correct in all respects) on and as of the date of such Borrowing (or as of such earlier date if the representation or warranty specifically relates to an earlier date);

(c) [Reserved];

(d) no Default or Event of Default shall have occurred and be continuing or would result from such Borrowing;

(e) the Restructuring Support Agreement shall be in full force and effect;

(f) the making of such Advances shall not violate any material requirement of Law and shall not be enjoined, temporarily, preliminarily or permanently;

(g) the amount of such Advance shall not exceed the Loan Limit then in effect;

(h) the Disclosure Statement, in form and substance satisfactory to the Majority Lenders, shall have been approved by the Bankruptcy Court on or before October 23, 2017;

(i) the Final DIP Order shall be in full force and effect and such Final DIP Order shall not have been reversed, vacated or stayed and shall not have been amended, supplemented or otherwise modified without the prior written consent of the Majority Lenders, and the Debtors shall be in compliance in all material respects with the Final DIP Order; and

(j) the Borrowers shall have delivered to the Administrative Agent a Notice of Borrowing; and each statement or certification made in such Notice of Borrowing shall be true and correct in all material respects as of the date of such Borrowing.

Section 3.4 Pre-Petition Date Property Tax Loans. The Lenders severally, but not jointly, may agree in their sole discretion to make Advances to the Borrowers under Section 2.1(b) subject to the satisfaction of the following additional conditions precedent (or waiver thereof in accordance with Section 9.3):

(a) The Borrowers shall have previously proposed in writing to the Lenders an amount to be borrowed by the Borrowers under Section 2.1(b) to be used for the sole purpose of making payments in respect of pre-Petition Date property and ad valorem tax amounts, which amount has been subsequently approved by the Lenders for the advance of Loan in their sole discretion;

(b) the conditions precedent set forth in Sections 3.1 and 3.2 have been satisfied (or waived in accordance with Section 9.3);

(c) each of the representations and warranties contained in this Agreement and the other Credit Documents shall be true and correct in all material respects (provided that to the extent any representation and warranty is qualified as to "Material Adverse Effect" or otherwise as to "materiality", such representation and warranty is true and correct in all respects) on and as of the date of such Borrowing (or as of such earlier date if the representation or warranty specifically relates to an earlier date);

(d) [Reserved];

(e) no Default or Event of Default shall have occurred and be continuing or would result from such Borrowing;

(f) the Restructuring Support Agreement shall be in full force and effect;

(g) the amount of such Advance shall not exceed the total amount determined by the Lenders in their sole discretion pursuant to subclause (a);

(h) the making of such Advances shall not violate any material requirement of Law and shall not be enjoined, temporarily, preliminarily or permanently; and

(i) the Borrower shall have delivered to the Administrative Agent a Notice of Borrowing, which among other things, shall certify that the proceeds of such Borrowing shall be used by the Borrowers for the sole purpose of making payments in respect of pre-Petition Date property and ad valorem tax amounts; and each statement or certification made in such Notice of Borrowing shall be true and correct in all material respects as of the date of such Borrowing.

Section 3.5 Determinations Under Sections 3.1, 3.2, 3.3 and 3.4. For purposes of determining compliance with the conditions specified in Sections 3.1, 3.2, 3.3 and 3.4 each Lender shall be deemed to have consented to, approved or accepted or to be satisfied with each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to the Lenders unless an officer of the Administrative Agent responsible for the transactions contemplated by the Credit Documents shall have received written notice from such Lender prior to the Borrowings hereunder specifying its objection thereto and such Lender shall not have made available to the Administrative Agent such Lender's ratable portion of such Borrowings.

#### **ARTICLE 4 REPRESENTATIONS AND WARRANTIES**

Each Credit Party hereto represents and warrants as follows:

Section 4.1 Organization. Each Restricted Entity is duly and validly organized and existing and in good standing under the laws of its jurisdiction of incorporation or formation. Each Restricted Entity is authorized to do business and is in good standing in all jurisdictions in which such qualifications or authorizations are necessary except where the failure to be so qualified or authorized could not reasonably be expected to result in a Material Adverse Change. As of the Closing Date, each Restricted Entity's type of organization and jurisdiction of incorporation or formation are set forth on Schedule 4.1. As of the Closing Date, each Existing Equity Holder is set forth on Schedule 1.1(a).

Section 4.2 Authorization. Subject to entry of the DIP Order, the execution, delivery, and performance by each Credit Party of each Credit Document to which such Credit Party is a party and the consummation of the transactions contemplated thereby (a) are within such Credit Party's powers, (b) have been duly authorized by all necessary corporate, limited liability company or partnership action, (c) do not contravene any articles or certificate of incorporation or formation or bylaws, partnership or limited liability company agreement binding on or affecting such Credit Party, (d) do not contravene any law or any contractual restriction binding on or affecting such Credit Party, (e) do not result in or require the creation or imposition of any Lien prohibited by this Agreement, and (f) do not require any authorization or approval or other action by, or any notice or filing with, any Governmental Authority other than those that have been obtained. At the time of each Advance, such Advance and the use of the proceeds of such Advance are within each Borrower's corporate, limited liability company or partnership powers, have been duly authorized by all necessary action and do not contravene (i) any Borrower's certificate of incorporation or formation, by-laws, limited liability company agreement or partnership agreement, or (ii) any Legal Requirement or any contractual restriction binding on or affecting any Borrower, will not result in or require the creation or imposition of any Lien prohibited by this Agreement, and do not require any authorization or approval or other action by, or any notice or filing with, any Governmental Authority other than those that have been obtained or provided.

Section 4.3 Enforceability. The Credit Documents have each been duly executed and delivered by each Credit Party that is a party thereto and, upon entry of the DIP Order, each Credit

Document constitutes the legal, valid, and binding obligation of each Credit Party that is a party thereto enforceable against such Credit Party in accordance with its terms.

Section 4.4 Financial Condition.

(a) The financial statements delivered to the Administrative Agent fairly present, in all material respects, the financial condition of the Borrowers and their respective Subsidiaries on a consolidated basis on the date thereof and the results of their operations and cash flows for the periods then ended, have been prepared in accordance with GAAP and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading. As of the date of the aforementioned financial statements, there were no material contingent obligations, liabilities for taxes, unusual forward or long-term commitments, or unrealized or anticipated losses of the applicable Persons, except as disclosed therein and adequate reserves for such items have been made in accordance with GAAP.

(b) Since December 31, 2016, no event or circumstance that could reasonably be expected to cause a Material Adverse Change has occurred.

Section 4.5 Ownership and Liens; Real Property. Each Restricted Entity (a) has good and marketable title to, or a valid and subsisting leasehold interest in, all real property, and good title to all personal Property, used in its business, and (b) none of the Property owned by any Borrower or any Subsidiary is subject to any Lien except Permitted Liens and the Carve-Out. As of the Closing Date, no Borrower or any Subsidiary owns or leases any real property other than as previously disclosed to the Majority Lenders and all equipment (other than office equipment and equipment located on jobsites, in transit or off location for servicing, repairs or modifications) owned by any Borrower or any Subsidiary is located at the fee owned or leased real property previously disclosed to the Majority Lenders.

Section 4.6 True and Complete Disclosure. All written factual information (other than projections or forward-looking statements) (whether delivered before or after the date of this Agreement) prepared by or on behalf of any Borrower or any Subsidiary and furnished to the Administrative Agent or the Lenders for purposes of or in connection with this Agreement, any other Credit Document or any transaction contemplated hereby or thereby does not contain any material misstatement of fact or omits to state any material fact necessary to make the statements therein not misleading. There is no fact known to any officer of any Restricted Entity on the date of this Agreement that has not been disclosed to the Administrative Agent and the Lenders that could reasonably be expected to result in a Material Adverse Change.

Section 4.7 Litigation. Except for the Cases, there are no actions, suits, or proceedings pending or, to any Restricted Entity's knowledge, threatened against any Restricted Entity, at law, in equity, or in admiralty, or by or before any Governmental Authority, which could reasonably be expected to result in a Material Adverse Change.

Section 4.8 Compliance with Agreements.

(a) No Borrower nor any Subsidiary is a party to any indenture, loan or credit agreement or any lease or any other types of agreement or instrument or subject to any charter or corporate restriction or provision of applicable Legal Requirement the performance of or compliance with which could reasonably be expected to cause a Material Adverse Change.

(b) No Default has occurred and is continuing.

Section 4.9 Benefit Plans.

(a) Pension Plans. Except to the extent excused by the Bankruptcy Code or as a result of the filing of the Cases, (i) all Plans are in compliance in all material respects with all applicable provisions of ERISA, (ii) no Termination Event has occurred with respect to any Plan that would result in an Event of Default under Section 7.1(i), and, except for matters that could not reasonably be expected to result in a Material Adverse Change, each Plan has complied with and been administered in accordance with applicable provisions of ERISA and the Code, (iii) no “accumulated funding deficiency” (as defined in Section 302 of ERISA) has occurred, and for plan years after December 31, 2007, no unpaid minimum required contribution exists, and there has been no excise tax imposed under Section 4971 of the Code, (iv) to the knowledge of Restricted Entities, no Reportable Event has occurred with respect to any Multiemployer Plan, and each Multiemployer Plan has complied with and been administered in accordance with applicable provisions of ERISA and the Code, (v) the present value of all benefits vested under each Plan (based on the assumptions used to fund such Plan) did not, as of the last annual valuation date applicable thereto, exceed the value of the assets of such Plan allocable to such vested benefits in an amount that could reasonably be expected to result in a Material Adverse Change, (vi) no Borrower nor any member of the Controlled Group has had a complete or partial withdrawal from any Multiemployer Plan for which there is any unsatisfied withdrawal liability that could reasonably be expected to result in a Material Adverse Change or an Event of Default under Section 7.1(j), and (vii) except for matters that could not reasonably result in a Material Adverse Change, as of the most recent valuation date applicable thereto, no Borrower nor any member of the Controlled Group would become subject to any liability under ERISA if such Borrower or any Subsidiary has received notice that any Multiemployer Plan is insolvent or in reorganization.

(b) Welfare Plans. Based upon GAAP existing as of the date of this Agreement and current factual circumstances, no Restricted Entity has any reason to believe that the annual cost during the term of this Agreement to any Borrower or any Subsidiary for post-retirement benefits to be provided to the current and former employees of any Borrower or any Subsidiary under welfare benefit plans (as defined in Section 3(1) of ERISA) could, in the aggregate, reasonably be expected to cause a Material Adverse Change.

Section 4.10 Environmental Condition.

(a) Permits, Etc. Each Restricted Entity (i) has obtained all material Environmental Permits necessary for the ownership and operation of its Properties and the conduct of its businesses; (ii) has at all times been and is in material compliance with all terms and conditions of such Environmental Permits and with all other material requirements of applicable Environmental Laws; (iii) has not received written notice of any material violation or alleged material violation of any Environmental Law or Environmental Permit; and (iv) is not subject to any actual or contingent Environmental Claim which could reasonably be expected to (individually or in the aggregate) result in a Material Adverse Change.

(b) Certain Liabilities. To each Restricted Entity’s best knowledge, none of the present or previously owned or operated Property of any Borrower or any Subsidiary, wherever located, (i) has been placed on or proposed to be placed on the National Priorities List, the Comprehensive Environmental Response Compensation Liability Information System list, or their state or local analogs, or have been otherwise investigated, designated, listed, or identified as a potential site for removal, remediation, cleanup, closure, restoration, reclamation, or other Response activity under any Environmental Laws; (ii) is subject to a Lien, arising under or in connection with any Environmental Laws, that attaches to any revenues or to any Property owned or operated by any Restricted Entity, wherever located, which could reasonably be expected to (individually or in the aggregate) cause a Material Adverse Change; or (iii) has been the site of any Release of Hazardous Substances or Hazardous Wastes from present or past

operations which has caused at the site or at any third-party site any condition that (individually or in the aggregate) has resulted in or could reasonably be expected to result in the need for Response that could cause a Material Adverse Change.

(c) Certain Actions. Without limiting the foregoing, (i) all necessary material notices have been properly filed, and no further action is required under current applicable Environmental Law as to each Response or other restoration or remedial project undertaken by any Borrower, any Subsidiary or any of such Borrower's or such Subsidiary's former Subsidiaries on any of their presently or formerly owned or operated Property and (ii) the present and, to the Restricted Entities' best knowledge, future liability, if any, of any Borrower or of any Subsidiary which could reasonably be expected to arise in connection with requirements under Environmental Laws will not (individually or in the aggregate) result in a Material Adverse Change.

Section 4.11 Subsidiaries. As of the Closing Date, no Borrower has any Subsidiary other than those listed on Schedule 4.11.

Section 4.12 Investment Company Act. No Borrower nor any Subsidiary is an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended. No Borrower nor any Subsidiary is subject to regulation under any Federal or state statute, regulation or other Legal Requirement which limits its ability to incur Debt.

Section 4.13 Taxes. Proper and accurate (in all material respects), federal, state, local and foreign tax returns, reports and statements required to be filed (after giving effect to any extension granted in the time for filing) by each Borrower and each Subsidiary or any member of the Affiliated Group as defined under Section 1504 of the Code (hereafter collectively called the "Tax Group") have been filed with the appropriate Governmental Authorities. No Borrower nor any member of the Tax Group has given, or been requested to give, a waiver of the statute of limitations relating to the payment of any federal, state, local or foreign taxes or other impositions. None of the Property owned by any Borrower or any other member of the Tax Group is Property which any Borrower or any member of the Tax Group is required to treat as being owned by any other Person pursuant to the provisions of Section 168(f)(8) of the Code. Proper and accurate amounts have been withheld by the Borrowers and all other members of the Tax Group from their employees for all periods to comply in all material respects with the tax, social security and unemployment withholding provisions of applicable federal, state, local and foreign law.

Section 4.14 Permits, Licenses, etc. Each Borrower and each Subsidiary possesses all permits, licenses, patents, patent rights or licenses, trademarks, trademark rights, trade names rights, and copyrights which are material to the conduct of its business. Each Borrower and each Subsidiary manages and operates its business in accordance with all applicable Legal Requirements except where the failure to so manage or operate could not reasonably be expected to result in a Material Adverse Change; provided that this Section 4.14 does not apply with respect to Environmental Permits.

Section 4.15 Use of Proceeds.

(a) The Borrowers will use the proceeds of the Advances to (i) pay reasonable costs, fees and expenses, including fees of the Administrative Agent and the Lenders, associated with the transactions contemplated by this Agreement and the other Credit Documents, (ii) pay for fees, costs, and expenses incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code, (iii) provide ongoing working capital requirements of the Debtors and to pay for fees, costs, and expenses relating to the Cases (other than fees, costs, and expenses referred to in clause (ii)), and (iv) in the case of Advances made under Section 2.1(b), make payments in respect of pre-Petition

Date property and ad valorem tax amounts (subject to the approval of the Lenders), each in accordance with the DIP Budget (subject to Permitted Variances).

(b) No Restricted Entity is engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U).

(c) No proceeds of any Advance will be used to purchase or carry any margin stock in violation of Regulation T, U or X.

Section 4.16 Condition of Property; Casualties. The material Properties used or to be used in the continuing operations of each Borrower and each Subsidiary, are in good working order and condition, normal wear and tear excepted. Neither the business nor the material Properties of any Borrower nor any Subsidiary has been affected as a result of any fire, explosion, earthquake, flood, drought, windstorm, accident, strike or other labor disturbance, embargo, requisition or taking of such Property or cancellation of contracts, permits or concessions by a Governmental Authority, riot, activities of armed forces or acts of God or of any public enemy, which effect could reasonably be expected to cause a Material Adverse Change.

Section 4.17 Insurance. Each Borrower and each Subsidiary carries insurance (which may be carried by Holdings on a consolidated basis) with reputable insurers in respect of its respective Properties, in such amounts and against such risks as is customarily maintained by other Persons of similar size engaged in similar businesses.

Section 4.18 [Reserved].

Section 4.19 Foreign Assets Control Regulations, etc.

(a) No part of the proceeds of the Advances will violate the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto.

(b) No Borrower nor any Subsidiary, nor to the knowledge of any Borrower or Subsidiary, any director, officer, employee, agent, Affiliate or representative thereof is an individual or entity that is, or is owned or controlled by Persons that are (i) the target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or the U.S. Department of State (collectively, "Sanctions"); (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions, including, without limitation Cuba, Iran, North Korea, Sudan and Syria); or (iii) engages or will engage in any dealings or transactions, or is or will be otherwise associated, with any such Person other than to the extent permitted under all applicable law. Each Borrower and each Subsidiary is in compliance, in all material respects, with the USA Patriot Act.

(c) Each Borrower and each Subsidiary is in compliance with any United States laws or regulations relating to money laundering or terrorist financing, including, without limitation, the Bank Secrecy Act, 31 U.S.C. sections 5301 et seq.; the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. 107-56 (a/k/a the USA Patriot Act); Laundering of Monetary Instruments, 18 U.S.C. section 1956; Engaging in Monetary Transactions in Property Derived from Specified Unlawful Activity, 18 U.S.C. section 1957; the Financial Recordkeeping and Reporting of Currency and Foreign Transactions Regulations, 31 C.F.R. Part 103; and any similar laws or regulations currently in force or hereafter enacted.

(d) No part of the proceeds of the Advances will be used, lent, contributed, or otherwise made available, directly or indirectly, to fund: (i) any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is, or whose government is, the subject of Sanctions; (ii) in any other manner that would result in a violation of Sanctions by any Person (including any Person participating in the Loans, whether as underwriter, advisor, investor, or otherwise); or (iii) any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended, assuming in all cases that such Act applies to a Restricted Entity.

Section 4.20 Compliance with Laws. Each Borrower and each of its respective Subsidiaries is in compliance with all federal, state and local laws and regulations (including Environmental Laws and the Patriot Act) that are applicable to the operations and Property of any Restricted Entity and has maintained all related permits necessary for the ownership and operation of each Restricted Entity's Property and business, except in any case where the failure to so comply could not reasonably be expected to result in a Material Adverse Change.

Section 4.21 [Reserved]

Section 4.22 Budgets and Forward-Looking Statements. The DIP Budget and any forward-looking statements, estimates, and pro forma financial information contained in this Agreement, any other Credit Document, or any other document, certificate, or statement furnished to the Administrative Agent or the Lenders are based upon good faith estimates and assumptions believed by the Debtors to be reasonable at the time made, it being recognized by the Administrative Agent and the Lenders that the any such forward-looking statements, estimates, and pro forma financial information are not to be viewed as facts and are subject to material contingencies and assumptions, many of which are beyond the control of the Debtors, and that actual results during the period or periods covered by any such forward-looking statements, estimates, and pro forma financial information may differ materially from the projected results.

Section 4.23 Orders.

(a) The Interim DIP Order is (and the Final DIP Order when entered will be) in full force and effect, and has not been reversed, vacated, stayed or modified without the prior written consent of the Majority Lenders.

(b) The Interim DIP Order is (and the Final DIP Order when entered will be) effective to create, in favor of the Administrative Agent, for the benefit of the Lenders, a legal, valid, binding and enforceable perfected security interest in and Lien on the Collateral and the proceeds and products thereof without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements, or other agreements or documents.

(c) No order has been entered in the Cases (i) for the appointment of a Chapter 11 trustee, (ii) for the appointment of an examiner with enlarged powers (beyond those set forth in Sections 1106(a)(3) and (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code or (iii) to convert any of the Cases to a Chapter 7 case or to dismiss any Case, in each case, without the prior written consent of the Majority Lenders.

**ARTICLE 5**  
**AFFIRMATIVE COVENANTS**

So long as any Obligation shall remain unpaid or any Lender shall have any Commitment hereunder, each Credit Party agrees to comply with the following covenants.

Section 5.1 Organization. Each Credit Party shall, and shall cause each of its respective Subsidiaries to, preserve and maintain its partnership, limited liability company or corporate existence, rights, franchises and privileges in the jurisdiction of its organization, and qualify and remain qualified as a foreign business entity in each jurisdiction in which qualification is necessary in view of its business and operations or the ownership of its Properties and where failure to qualify could reasonably be expected to cause a Material Adverse Change; provided, however, that nothing herein contained shall prevent any transaction permitted by Section 6.7 or Section 6.8.

Section 5.2 Reporting.

(a) [Reserved].

(b) [Reserved].

(c) [Reserved].

(d) [Reserved].

(e) Defaults. The Borrowers shall provide to the Administrative Agent promptly, but in any event within three Business Days after the occurrence thereof, a notice of each Default or Event of Default known to the Responsible Officer of any Borrower or any Subsidiary, together with a statement of a Responsible Officer of such Borrower or Borrowers setting forth the details of such Default or Event of Default and the actions which the Restricted Entities have taken and propose to take with respect thereto;

(f) Other Creditors. The Borrowers shall provide to the Administrative Agent promptly after the giving or receipt thereof, copies of any default notices given or received by any Borrower or any Subsidiary pursuant to the terms of any indenture, loan agreement, credit agreement, or similar agreement;

(g) Material Agreements. The Borrowers shall provide to the Administrative Agent promptly after the giving or receipt thereof, copies of any default notices, demand for payment, termination notices or other material notices given or received by any Borrower or any Subsidiary pursuant to the terms of any material agreement;

(h) Litigation. The Borrowers shall provide to the Administrative Agent promptly after the commencement thereof, notice of all actions, suits, and proceedings before any Governmental Authority, affecting any Borrower or any Subsidiary or any of their respective Properties (other than the Cases) that has a claim for damages in excess of \$100,000 (other than claims as to which the relevant insurance companies have affirmatively confirmed coverage) or that could otherwise result in a cost, expense or loss to any Borrower or any Subsidiary in excess of \$100,000 (other than claims as to which the relevant insurance companies have affirmatively confirmed coverage);

(i) Environmental Notices. Promptly upon, and in any event no later than 15 days after, the receipt thereof, or the acquisition of knowledge thereof, by any Borrower or any Subsidiary, the

Borrowers shall provide the Administrative Agent with a copy of any form of request, claim, complaint, order, notice, summons or citation received from any Governmental Authority or any other Person, (i) concerning violations or alleged violations of Environmental Laws, which seeks to impose liability therefore in excess of \$100,000, (ii) concerning any action or omission on the part of any Borrower, any Subsidiary, or any of their respective former Subsidiaries in connection with Hazardous Waste or Hazardous Substances which could reasonably result in the imposition of liability in excess of \$100,000, or requiring that action be taken to respond to or clean up a Release of Hazardous Substances or Hazardous Waste into the environment and such action or clean-up could reasonably be expected to exceed \$100,000, including without limitation any information request related to, or notice of, potential responsibility under CERCLA, or (iii) concerning the filing of a Lien upon, against or in connection with any Borrower, any Subsidiary, or any of their respective former Subsidiaries, or any of their respective material leased or owned Property, wherever located;

(j) Material Changes. The Borrowers shall provide to the Administrative Agent prompt written notice of any event, development or circumstance that has had or could reasonably be expected to have a Material Adverse Change;

(k) Termination Events. As soon as possible and in any event (i) within 30 days after any Borrower, any Subsidiary or any member of the Controlled Group knows or has reason to know that any Termination Event described in clause (a) of the definition of Termination Event with respect to any Plan has occurred, and (ii) within 10 days after any Restricted Entity or any member of the Controlled Group knows or has reason to know that any other Termination Event with respect to any Plan has occurred, the Borrowers shall provide to the Administrative Agent a statement of an authorized officer of the Borrower Representative describing such Termination Event and the action, if any, which the Borrowers or any Affiliate of the Borrowers proposes to take with respect thereto;

(l) Termination of Plans. Promptly and in any event within five Business Days after receipt by any Borrower, any Subsidiary or any member of the Controlled Group of a notice from the PBGC of the PBGC's intention to terminate any Plan or to have a trustee appointed to administer any Plan, the Borrowers shall provide to the Administrative Agent a copy of such notices;

(m) Other ERISA Notices. Promptly and in any event within five Business Days after receipt by any Borrower, any Subsidiary or any member of the Controlled Group of a notice from a Multiemployer Plan sponsor concerning the imposition or amount of withdrawal liability imposed on any Restricted Entity or any member of the Controlled Group pursuant to Section 4202 of ERISA, the Borrower Representative shall provide the Administrative Agent a copy of such notice;

(n) Other Governmental Notices. Promptly and in any event within five Business Days after receipt thereof by any Borrower or Subsidiary, the Borrowers shall provide to the Administrative Agent a copy of any notice, summons, citation, or proceeding seeking to modify in any material respect, revoke, or suspend any material contract, license, permit, or agreement with any Governmental Authority;

(o) Disputes; etc. The Borrowers shall provide to the Administrative Agent prompt written notice of (i) any claims, legal or arbitration proceedings, proceedings (other than the Cases) before any Governmental Authority, or disputes, or to the knowledge of any Borrower or Subsidiary, any such actions threatened, or affecting any Restricted Entity, which, if adversely determined, could reasonably be expected to cause a Material Adverse Change, or any material labor controversy of which any Borrower or Subsidiary has knowledge resulting in or reasonably considered to be likely to result in a strike against any Borrower or Subsidiary, and (ii) any claim, judgment, Lien or other encumbrance (other than a Permitted Lien) affecting any Property of a Restricted Entity (other than the Cases), if the value of the claim, judgment, Lien, or other encumbrance affecting such Property shall exceed \$100,000 and which is

not subject to the automatic stay in the Cases (other than claims, judgments, Liens, or other encumbrances as to which the relevant insurance companies have affirmatively confirmed coverage);

(p) Management Letters; Other Accounting Reports. Promptly upon receipt thereof by any Borrower or any Subsidiary, the Borrowers shall provide to the Administrative Agent a copy of each other report or letter submitted to any Borrower or any Subsidiary by independent accountants in connection with any annual, interim or special audit made by them of the books of any Borrower or any Subsidiary, and a copy of any response by any Borrower or any Subsidiary, or the board of directors or managers (or other applicable governing body) of any Borrower or any Subsidiary, to such letter;

(q) Other Information. Subject to the confidentiality provisions of Section 9.8, the Borrowers shall provide to the Administrative Agent such other information respecting the business, operations, or Property of any Borrower or any Subsidiary, financial or otherwise, as any Lender through the Administrative Agent may request;

(r) Monthly Financials. The Borrowers shall provide, or shall cause to be provided, to the Administrative Agent, as soon as available, but in any event within 30 days after the end of each calendar month (commencing with the month ended July 31, 2017), (i) consolidated and consolidating balance sheet of the Borrowers and their respective Subsidiaries as of the end of such month, (ii) the related consolidated and consolidating statements of income or operations, shareholder's equity and cash flows (provided that Holdings, Leasing and Enterprises shall each be required to provide only a consolidated statement of cash flows with respect to itself and its respective Subsidiaries, if any) for such month, all in reasonable detail, such consolidated statements to be certified by the chief executive officer or the chief financial officer of the Borrower Representative as (A) fairly presenting, in all material respects the financial condition, results of operations, shareholders' equity and cash flows of the Borrowers and their respective Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes, and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading, and (B) showing that there were no material contingent obligations, liabilities for taxes, unusual forward or long term commitments, or unrealized or anticipated losses of the Borrowers and their respective Subsidiaries, except as disclosed therein and adequate reserves for such items have been made in accordance with GAAP, and (iii) a report showing consolidated EBITDA as of the end of such month for each of Holdings, Leasing and Enterprises and its respective Subsidiaries, if any;

(s) DIP Budget; Variance Reports; Accounts Payable Aging; Accounts Receivable Aging. The Borrowers shall provide, or shall cause to be provided, to the Administrative Agent and the Lenders, (i) on or before September 4, 2017 and at four-week intervals thereafter, an updated DIP Budget substantially in the form of the Initial DIP Budget and otherwise in form and substance satisfactory to the Majority Lenders that shall include actual receipts and expenditures for (A) the prior two weeks for the first of such updated DIP Budget provided after the Petition Date and (B) thereafter, the prior three weeks, which proposed updated DIP Budget, upon written approval by the Administrative Agent, at the direction of the Majority Lenders, shall become the DIP Budget effective as of the first day of the next week, (ii) on each Testing Date, a Variance Report and (iii) on each Testing Date, an accounts payable aging and an account receivable aging through the Friday of the prior week;

(t) Cash Balances. On the second Business Day of each week, the Borrowers shall provide the Administrative Agent with a report in form and substance reasonably acceptable to the Administrative Agent which shall reflect the cash balances of the Borrowers and their respective Subsidiaries for each deposit account, securities account and commodity account as of the end of each Business Day of the prior week;

(u) Weekly Lender Calls. On the last Business Day of each week (unless waived by the Majority Lenders), the Borrowers (including key management) shall host a weekly conference call for Lenders during which time the Borrowers will review the financial performance of the previous week and the Borrowers' and their Subsidiaries' financial condition; and

(v) Sale Offers of Debtors' Properties. Promptly upon receipt thereof, copies of any proposals, term sheets or any other indications of interest received by the Debtors for the purchase of any Properties of the Debtors (including, without limitation, with respect to the real property located at (i) 2288 E. County Rd. 30-A, Santa Rosa Beach, FL, (ii) the SE Corner of Interstate Hwy. 40 and N. Cimarron Rd., Oklahoma City, OK; and (iii) 507 Park Road, Frierson, LA).

### Section 5.3 Insurance.

(a) Each Borrower shall, and shall cause each Subsidiary to, carry and maintain all such other insurance in such amounts and against such risks as is customarily maintained by other Persons of similar size engaged in similar businesses and acceptable to the Majority Lenders and with reputable insurers acceptable to the Majority Lenders.

(b) Copies of all policies of insurance or certificates thereof covering the property or business of each Borrower and each of its respective Subsidiaries, and endorsements and renewals thereof, certified as true and correct copies of such documents by a Responsible Officer of each respective Borrower shall be delivered by the Borrower Representative to and retained by the Administrative Agent. All policies of property insurance with respect to the Collateral either shall have attached thereto a lender's loss payable endorsement in favor of the Administrative Agent for its benefit and the ratable benefit of the Secured Parties or name the Administrative Agent as loss payee for its benefit and the ratable benefit of the Secured Parties, in either case, in form and substance satisfactory to the Majority Lenders, and all policies of liability insurance shall name the Administrative Agent for its benefit and the ratable benefit of the Secured Parties as an additional insured and shall provide for a waiver of subrogation in favor of the Administrative Agent for its benefit and the ratable benefit of the Secured Parties. All policies or certificates of insurance shall set forth the coverage, the limits of liability, the name of the carrier, the policy number, and the period of coverage. All such policies held by the Credit Parties shall contain a provision that notwithstanding any contrary agreements between any Borrower, any Subsidiary, and the applicable insurance company, such policies will not be canceled or allowed to lapse without renewal without at least 30 days' (or such shorter period as may be accepted by the Majority Lenders) prior written notice to the Administrative Agent. Each Borrower shall, and shall cause each other Credit Party to ensure that each of its respective policies of liability or hazard insurance (i) extends coverage to the Administrative Agent (for the benefit of the Secured Parties) for bodily injury, property damage, or personal injury, and (ii) waives the right of the insurance carrier to recover against the Administrative Agent or any Secured Party. Each Borrower shall, and shall cause each other Credit Party to, cause the insurers under each of its policies of property insurance to waive their subrogation rights in connection with such policies.

(c) [Reserved].

(d) All proceeds of insurance, including any casualty insurance proceeds, property insurance proceeds, proceeds from actions, and any other proceeds, shall be paid directly to the Administrative Agent and if necessary, assigned to the Administrative Agent, to be applied in accordance with Section 7.6 of this Agreement, whether or not the Obligations are then due and payable.

(e) In the event that any insurance proceeds are paid to any Borrower or any Subsidiary in violation of clause (d), such Borrower shall, or shall cause the applicable Subsidiary to, hold the proceeds

in trust for the Administrative Agent, segregate the proceeds from the other funds of such Credit Party, and promptly pay the proceeds to the Administrative Agent with any necessary endorsement. Upon the request of the Administrative Agent, each Credit Party shall execute and deliver to the Administrative Agent any additional assignments and other documents as may be necessary or desirable to enable the Administrative Agent to directly collect the proceeds as set forth herein.

Section 5.4 Compliance with Laws. Each Borrower shall, and shall cause each of its Subsidiaries to, comply with all federal, state, and local laws and regulations (including Environmental Laws and the Patriot Act) that are applicable to the operations and Property of any Restricted Entity and to maintain all related permits necessary for the ownership and operation of each Restricted Entity's Property and business, except in any case where the failure to so comply could not reasonably be expected to result in a Material Adverse Change.

Section 5.5 Taxes. Each Borrower shall, and shall cause each of its Subsidiaries to pay and discharge all material taxes, assessments, and other charges and claims related thereto imposed on any Borrower or Subsidiary prior to the date on which penalties attach other than any tax, assessment, charge, or claim which is being contested in good faith and for which adequate reserves have been established in compliance with GAAP.

Section 5.6 [Reserved].

Section 5.7 Security. Each Credit Party agrees that at all times before the termination of this Agreement, payment in full of the Obligations and termination in full of the Commitments, the Administrative Agent shall have a security interest in the Collateral to secure the performance and payment of the Obligations with the status and priority described in Section 2.16.

Section 5.8 [Reserved].

Section 5.9 Records; Inspection. Each Borrower shall, and shall cause each of its Subsidiaries to maintain proper, complete and consistent books of record with respect to such Person's operations, affairs, and financial condition. From time to time upon reasonable prior notice, each Borrower shall permit any Lender and shall cause each of its Subsidiaries to permit any Lender, at such reasonable times and intervals and to a reasonable extent and under the reasonable guidance of officers of or employees delegated by officers of such Borrower or such Subsidiary, to, subject to any applicable confidentiality considerations, examine and copy the books and records of such Borrower or such Subsidiary, to visit and inspect the Property of such Borrower or such Subsidiary, and to discuss the business operations and Property of such Borrower or such Subsidiary with the officers and directors thereof.

Section 5.10 Maintenance and Operation of Property. Subject to any necessary order or authorization of the Bankruptcy Court, each Borrower shall, and shall cause each of its Subsidiaries to, maintain their owned, leased, or operated Property in good condition and repair in accordance with prudent industry standards, normal wear and tear excepted; and shall abstain from, and cause each of its Subsidiaries to abstain from, knowingly or willfully permitting the commission of waste or other injury, destruction, or loss of natural resources, or the occurrence of pollution, contamination, or any other condition in, on or about the owned or operated Property involving the Environment that could reasonably be expected to result in Response activities and that could reasonably be expected to result in a Material Adverse Change.

Section 5.11 [Reserved].

Section 5.12 [Reserved].

Section 5.13 Material Contracts. Subject to the DIP Budget covenant in Section 6.18, including Permitted Variances and any necessary Bankruptcy Court approval and except to the extent excused by the applicable provisions of the Bankruptcy Code or order of the Bankruptcy Court, each Borrower shall, and shall cause each of its Subsidiaries to (a) perform and observe all the terms and provisions of each material contract to be performed or observed by it, (b) maintain each such agreement in full force and effect, (c) enforce each such agreement in accordance with its terms, and (d) upon request of the Administrative Agent, make to each other party to each such agreement such demands and requests for information and reports or for action as such Credit Party is entitled to make under such agreement.

Section 5.14 Further Assurances. The Borrowers shall, and shall cause each of their respective Subsidiaries to, cure promptly any defects in the creation and issuance of the Notes and the execution and delivery of the Credit Documents and this Agreement. Each Borrower hereby authorizes the Lenders or the Administrative Agent to file any financing statements without the signature of such Borrower to the extent permitted by applicable Legal Requirement in order to perfect or maintain the perfection of any security interest granted under any of the Credit Documents. In the event that, after the Petition Date, (i) any Borrower or any other Credit Party creates or acquires a Domestic Subsidiary, or (ii) any Domestic Subsidiary of any Borrower files a voluntary petition for relief under the Bankruptcy Code, the Borrowers, at the Borrowers' expense, shall promptly cause such Domestic Subsidiary to become a Guarantor hereunder by executing and delivering the Guaranty Agreement. The Borrowers, at the Borrowers' expense, will, and will cause each of their respective Subsidiaries to, promptly execute and deliver to the Administrative Agent upon request all such other documents, agreements and instruments to comply with or accomplish the covenants and agreements of any Borrower or any Subsidiary, as the case may be, in the Credit Documents and this Agreement, or to make any recordings, to file any notices or obtain any consents, all as may be necessary or appropriate in connection therewith or to enable the Administrative Agent to exercise and enforce its rights and remedies with respect to any Collateral.

Section 5.15 Bankruptcy Filings. Not less than two Business Days prior to the filing thereof, Borrowers shall deliver to the Administrative Agent and the Lenders and their counsel copies of all material pleadings, motions and other documents to be filed with the Bankruptcy Court on behalf of the Debtors in the Cases.

Section 5.16 [Reserved].

Section 5.17 Cash Management. The Borrowers and the other Debtors shall use a cash management system as approved by the Bankruptcy Court in form and substance satisfactory to the Majority Lenders.

Section 5.18 First and Second Day Orders. The Borrowers shall cause all proposed First Day Orders, "second day" orders, and all other orders establishing procedures for administration of the Cases or approving significant transactions submitted to the Bankruptcy Court to be in accordance with and permitted by the terms of this Agreement and acceptable to the Majority Lenders in all respects; it being understood and agreed that the forms of orders approved by the Majority Lenders prior to the Petition Date are in accordance with and permitted by the terms of this Agreement in all respects and are acceptable.

**ARTICLE 6**  
**NEGATIVE COVENANTS**

So long as any Obligation shall remain unpaid or any Lender shall have any Commitment hereunder, each Credit Party agrees to comply with the following covenants.

Section 6.1 Debt. No Borrower shall, nor shall it permit any of its Subsidiaries to, create, assume, incur, suffer to exist, or in any manner become liable, directly, indirectly, or contingently in respect of, any Debt other than the following (collectively, the "Permitted Debt"):

- (a) the Obligations;
- (b) Debt in the form of accounts payable to trade creditors of Restricted Entities for goods or services and current operating liabilities (other than for borrowed money) which, in each case, is incurred in the ordinary course of business, as presently conducted and is not more than 90 days past due unless contested in good faith by appropriate proceedings and adequate reserves for such items have been made in accordance with GAAP regardless of whether such reserves are required thereunder;
- (c) purchase money indebtedness or Capital Leases incurred by any Restricted Entity for equipment prior to the Petition Date and existing on the Closing Date;
- (d) Debt arising from the endorsement of instruments for collection in the ordinary course of business;
- (e) the Permitted Iberia Debt and the Permitted JPMorgan Debt;
- (f) other Debt not described above that was incurred prior to the Petition Date and is existing on the Closing Date (including Debt incurred or arising under the Prepetition Credit Agreement) and has been identified to the Majority Lenders; and
- (g) other Debt permitted under the Restructuring Support Agreement.

Section 6.2 Liens. No Borrower shall, nor shall it permit any of its Subsidiaries to, create, assume, incur, or suffer to exist any Lien on the Property of any Restricted Entity, whether now owned or hereafter acquired, or assign any right to receive any income, other than the following (collectively, the "Permitted Liens"):

- (a) Liens securing the Obligations;
- (b) Liens imposed by law, such as materialmen's, mechanics', carriers', workmen's and repairmen's liens, and other similar liens arising in the ordinary course of business or incident to the exploration, development, operation and maintenance of oil and gas Properties each of which is securing obligations of a Restricted Entity which are not overdue for a period of more than 30 days or are being actively contested in good faith by appropriate procedures or proceedings and for which adequate reserves have been established in accordance with GAAP;
- (c) Liens arising in the ordinary course of business out of pledges or deposits under workers compensation laws, unemployment insurance, old age pensions, or other social security or retirement benefits, or similar legislation to secure public or statutory obligations of a Restricted Entity;

(d) Liens for taxes, assessment, or other governmental charges owing by a Restricted Entity which are not yet due and payable or which are being actively contested in good faith by appropriate proceedings and adequate reserves for such items have been made in accordance with GAAP;

(e) Liens existing on the Closing Date and securing purchase money debt or Capital Lease obligations permitted under Section 6.1(c); provided that each such Lien encumbers only the Property purchased in connection with the creation of any such purchase money debt or the subject of any such Capital Lease, and all proceeds thereof (including insurance proceeds), and the amount secured thereby is not increased;

(f) encumbrances consisting of minor easements, zoning restrictions, or other restrictions on the use of real property that do not (individually or in the aggregate) materially affect the value of the Properties encumbered thereby or materially impair the ability of any Restricted Entity to use such Properties in its business, and none of which is violated in any material aspect by existing or proposed structures or land use;

(g) contractual Liens encumbering the Properties of Knight Resources, LLC, a Louisiana limited liability company, or El Caballero which arise in the ordinary course of business under operating agreements, joint venture agreements, oil and gas partnership agreements, oil and gas leases, farm-out agreements, division orders, contracts for the sale, transportation or exchange of oil and natural gas, unitization and pooling declarations and agreements, area of mutual interest agreements, royalty agreements, overriding royalty agreements, marketing agreements, processing agreements, net profits agreements, development agreements, gas balancing or deferred production agreements, injection, repressuring and recycling agreements, salt water or other disposal agreements, seismic or other geophysical permits or agreements, and other agreements which are usual and customary in the oil and gas business and are for claims which are not delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP, provided that any such Lien referred to in this clause does not materially impair the use of the Property covered by such Lien for the purposes for which such Property is held by such Restricted Entity or materially impair the value of such Property subject thereto;

(h) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights and remedies and burdening only deposit accounts or other funds maintained by a Restricted Entity with a depository institution and which are within the general parameters customary in the banking industry;

(i) Liens on cash or securities pledged to secure performance of tenders, surety and appeal bonds, government contracts, performance and return of money bonds, bids, trade contracts, leases, statutory obligations, regulatory obligations and other obligations of a like nature incurred by a Restricted Entity in the ordinary course of business;

(j) judgment and attachment Liens that secure judgments or other obligations not in excess of \$100,000, provided that (i) any appropriate legal proceedings which may have been duly initiated for the review of such judgment shall not have been finally terminated or the period within which such proceeding may be initiated shall not have expired and (ii) no action to enforce such Lien has been commenced;

(k) Liens not described above arising prior to the Petition Date and existing on the Closing Date which secure the Debt arising under the Prepetition Credit Agreement, the Permitted Iberia Debt or the Permitted JPMorgan Debt; and

(l) other Liens not described above that are permitted under the Restructuring Support Agreement.

Section 6.3 Investments. No Borrower shall, nor shall it permit any of its Subsidiaries to, make or hold any direct or indirect Investment, other than the following (collectively, the “Permitted Investments”):

(a) Investments by a Restricted Entity in the form of trade credit to customers of such Restricted Entity arising in the ordinary course of business and represented by accounts from such customers;

(b) Investments existing on the Closing Date in Subsidiaries as of the Closing Date; provided that, the respective amounts of such loans, advances, capital contributions, investments, purchases and commitments shall not be increased (other than appreciation); and

(c) Capital Expenditures permitted under Section 6.18.

Section 6.4 Acquisitions. No Borrower shall, nor shall it permit any of its Subsidiaries to, make any Acquisition in a single transaction or related series of transactions.

Section 6.5 Agreements Restricting Liens. No Borrower shall, nor shall it permit any of its Subsidiaries to, create, incur, assume or permit to exist any contract, agreement or understanding (other than (i) this Agreement, (ii) the DIP Order, (iii) the Prepetition Credit Agreement and the loan documents related thereto, (iv) the HMC Leasing/Iberia Loan Documents as in effect on the date hereof, (v) the JPM/Knight Family Loan Documents as in effect on the date hereof, (vi) agreements governing Debt permitted by Section 6.1(c) to the extent such restrictions govern only the Property (and the proceeds thereof) financed pursuant to such Debt, (vii) any prohibition or limitation that exists pursuant to applicable requirements of a Governmental Authority, (viii) any prohibition or limitation that restricts subletting or assignment of leasehold interests contained in any lease governing a leasehold interest of a Borrower or a Subsidiary and customary provisions in other contracts restricting assignment thereof, and (ix) any prohibition or limitation that exists in any contract to which a Restricted Entity is a party on the date hereof so long as (a) such prohibition or limitation is generally applicable and does not specifically address any of the Obligations or the Liens securing the Obligations, and (b) the noncompliance of such prohibition or limitation would not reasonably be expected to be adverse to the Administrative Agent or the Lenders) which in any way prohibits or restricts the granting, conveying, creation or imposition of any Lien on any of its Property, whether now owned or hereafter acquired, to secure the Obligations or restricts any Subsidiary from paying Restricted Payments to its parent company that is a Restricted Entity, or which requires the consent of or notice to other Persons in connection therewith.

Section 6.6 Use of Proceeds. No Borrower shall, nor shall it permit any of its Subsidiaries to, use the proceeds of the Advances in any manner or for any purpose other than as set forth in Section 4.15. No Borrower shall, nor shall it permit any of its Subsidiaries to, use the proceeds of the Advances to fund the allowed fees and expenses of legal counsel and financial advisors to the Debtors and any official committee in excess of \$4,625,000 in the aggregate without the consent of the Majority Lenders. No Credit Party shall, nor shall it permit any of its Subsidiaries to, directly or indirectly, use any part of the proceeds of Advances for any purpose which violates, or is inconsistent with, Regulations T, U, or X. No proceeds of any Advance shall be used in any manner that would, after giving effect to such use, prevent the Borrowers from making the representations and warranties provided in Section 4.19. No Borrower shall, nor shall it permit any of its Subsidiaries to, use, lend, contribute or otherwise make available any part of the proceeds of the Advances, to fund: (i) any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is, or whose government is, the subject of

Sanctions; (ii) in any other manner that would result in a violation of Sanctions by any Person (including any Person participating in the Loans, whether as underwriter, advisor, investor, or otherwise); or (iii) any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended, assuming in all cases that such Act applies to a Restricted Entity. Notwithstanding anything to the contrary, no portion of the Advances or the Collateral (including any cash collateral) shall be used (A) to challenge the validity, perfection, priority, extent or enforceability of the Obligations under the DIP Facility or the obligations under the Prepetition Credit Agreement, (B) to investigate or assert any other claims or causes of action against the Administrative Agent, any Lender or any other agent or holder of any such obligations, except as agreed by the Administrative Agent and the Majority Lenders or (C) for any act which has the effect of materially or adversely modifying or compromising the rights and remedies of the Administrative Agent or the Lenders or any such party with respect to the DIP Facility or any Credit Document (as defined in the Prepetition Credit Agreement).

Section 6.7 Corporate Actions; Accounting Changes.

(a) Except pursuant to an Acceptable Plan of Reorganization, no Borrower shall, nor shall it permit any of its respective Subsidiaries to, merge or consolidate with or into any other Person.

(b) Except pursuant to an Acceptable Plan of Reorganization, no Borrower shall, nor shall it permit any of its Subsidiaries to, (i) change its name, change its state of incorporation, formation or organization, change its organizational identification number or reorganize in another jurisdiction, (ii) create or suffer to exist any Subsidiary not existing on the date of this Agreement, (iii) without prior written notice to, and prior consent of, the Administrative Agent and the Majority Lenders, amend, supplement, modify or restate their articles or certificate of incorporation or formation, limited partnership agreement, bylaws, limited liability company agreements, or other equivalent organizational documents, (v) change its method of accounting employed in the preparation of the financial statements referred to in Section 4.4 or change the fiscal year end of the Borrowers unless required to conform to GAAP or approved in writing by the Majority Lenders, or (vi) without 30 days prior written notice to the Administrative Agent, discontinue or change its address of its place of business, chief executive office, or office where it keeps records concerning accounts, contract rights, and general intangibles.

Section 6.8 Sale of Assets. No Borrower shall, nor shall it permit any of its Subsidiaries to, make a Disposition, other than the following:

(a) any Restricted Entity may sell or lease inventory and rental equipment in the ordinary course of business;

(b) any Restricted Entity may Dispose of equipment that is in need of replacement to third parties if (i) such Restricted Entity receives fair market value for such equipment and (ii) 100% of the consideration received for such equipment is cash; and

(c) any other Disposition approved by the Bankruptcy Court pursuant to an order in form and substance satisfactory to the Majority Lenders.

Section 6.9 Restricted Payments. No Borrower shall make, nor shall it permit any of its Subsidiaries to make any Restricted Payments except that so long as no Default exists or would result from the making of such Restricted Payment, (i) any Credit Party may make Restricted Payments to any other Credit Party and (ii) any Restricted Entity may make Restricted Payments to any Credit Party.

Section 6.10 Affiliate Transactions. No Borrower shall, nor shall it permit any of its Subsidiaries to, directly or indirectly, enter into or permit to exist any transaction or series of transactions (including, but not limited to, the purchase, Disposition, lease or exchange of Property, the making of any investment, the giving of any guaranty, the assumption of any obligation or the rendering of any service) with any of their Affiliates which are not Credit Parties unless such transaction or series of transactions is on terms no less favorable to such Credit Party than those that could be obtained in a comparable arm's length transaction with a Person that is not such an Affiliate except the restrictions in this Section 6.10 shall not apply to: (a) the Restricted Payments permitted under Section 6.9, (b) Investments by a Credit Party in the form of Equity Interests of another Credit Party and (c) reasonable and customary director, officer and employee compensation (including bonuses), indemnification and other benefits (including retirement, health, stock option and other benefit plans). Notwithstanding anything herein to the contrary, no Borrower shall, nor shall it permit any of its Subsidiaries to, directly or indirectly, enter into any transaction or series of transactions (including, but not limited to, the purchase, Disposition, lease or exchange of Property, the making of any investment, the giving of any guaranty, the assumption of any obligation or the rendering of any service) with any of their Affiliates which are not Credit Parties including any transaction that would otherwise be permitted under the above terms of this Section 6.10 unless approved by the Bankruptcy Court pursuant to an order in form and substance satisfactory to the Majority Lenders.

Section 6.11 Line of Business. No Borrower shall, and shall not permit any of its Subsidiaries to, change the character of the Borrowers' and their Subsidiaries' collective business as conducted on the Closing Date, or engage in any type of business not reasonably related to the Borrowers' and their Subsidiaries' collective business as presently and normally conducted.

Section 6.12 Hazardous Materials. No Borrower (a) shall, nor shall it permit any of its Subsidiaries to, create, handle, transport, use, or dispose of any Hazardous Substance or Hazardous Waste, except in the ordinary course of its business and except in compliance with Environmental Law other than to the extent that such non-compliance could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change or in any liability to the Lenders or the Administrative Agent, and (b) shall, nor shall it permit any of its Subsidiaries to, release any Hazardous Substance or Hazardous Waste into the environment and shall not permit any Credit Party's or any Subsidiary's Property to be subjected to any release of Hazardous Substance or Hazardous Waste, except in compliance with Environmental Law other than to the extent that such non-compliance could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change or in any liability on the Lenders or the Administrative Agent.

Section 6.13 Compliance with ERISA. Except for matters that individually or in the aggregate could not reasonably be expected to cause a Material Adverse Change, no Borrower shall, nor shall it permit any of its Subsidiaries to, directly or indirectly: (a) engage in any transaction in connection with which any Credit Party or any Subsidiary could be subjected to either a civil penalty assessed pursuant to Section 502(c), (i) or (l) of ERISA or a tax imposed by Chapter 43 of Subtitle D of the Code; (b) terminate, or permit any member of the Controlled Group to terminate, any Plan in a manner, or take any other action with respect to any Plan, which could result in any liability to any Credit Party, any Subsidiary or any member of the Controlled Group to the PBGC; (c) fail to make, or permit any member of the Controlled Group to fail to make, full payment when due of all amounts which, under the provisions of any Plan, agreement relating thereto or applicable Legal Requirement, a Credit Party, a Subsidiary or member of the Controlled Group is required to pay as contributions thereto; (d) permit to exist, or allow any Subsidiary or any member of the Controlled Group to permit to exist, any accumulated funding deficiency (or unpaid minimum required contribution for plan years after December 31, 2007) within the meaning of Section 302 of ERISA or section 412 of the Code, whether or not waived, with respect to any Plan; (e) permit, or allow any member of the Controlled Group to permit, the actuarial