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

FORM 8-K

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

Date of report (Date of earliest event reported): March 26, 2019

PARKER DRILLING COMPANY
(Exact name of registrant as specified in its charter)

DELAWARE	001-7573	73-0618660
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(IRS Employer Identification No.)

5 Greenway Plaza, Suite 100, Houston, Texas 77046
(Address of principal executive offices) (Zip code)

(281) 406-2000
(Registrant's telephone number, including area code)

Not Applicable
(Former Address if Changed Since Last Report)

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

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

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

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

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

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

Emerging growth company ☐

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

Explanatory Note:

As previously disclosed, on December 12, 2018, Parker Drilling Company ("*Parker*") and certain of its U.S. subsidiaries (together with Parker, the "*Debtors*"), commenced voluntary Chapter 11 proceedings and filed a prearranged Joint Chapter 11 Plan of Reorganization of the Debtors under Chapter 11 of the United States Bankruptcy Code (the "*Bankruptcy Code*") in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "*Bankruptcy Court*"). The Debtors' Chapter 11 cases were jointly administered under the caption *In re Parker Drilling Company, et al., Case No. 18-36958* (the "*Chapter 11 Cases*"). On January 21, 2019, the Debtors filed the Amended Joint Chapter 11 Plan of Reorganization of Parker and its Debtor Affiliates (as amended, modified or supplemented from time to time, the "*Plan*").

On March 7, 2019, the Bankruptcy Court entered an order (the "*Confirmation Order*") confirming the Plan. The Plan is attached to the Confirmation Order as Exhibit A. The Plan and the Confirmation Order were previously filed as Exhibits 2.1 and 99.1 to Parker's Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission (the "*Commission*") on March 11, 2019 and are hereby incorporated by reference as Exhibits 2.1 and 99.1 to this Current Report on Form 8-K (this "*Current Report*").

On March 26, 2019 (the "*Effective Date*"), the Plan became effective in accordance with its terms and the Debtors emerged from the Chapter 11 Cases.

Item 1.01. Entry into a Material Definitive Agreement.

First Lien Asset Based Revolving Credit Facility

On the Effective Date, pursuant to the terms of the Plan, Parker and certain of its subsidiaries, as borrowers, entered into a credit agreement with the lenders party thereto (the "*ABL Lenders*"), Bank of America, N.A., as administrative agent (in such capacity, the "*First Lien Agent*"), and Bank of America, N.A. and Deutsche Bank Securities Inc. as joint lead arrangers and joint bookrunners, and acknowledged and agreed to by certain of Parker's subsidiaries, as guarantors (the "*ABL Credit Agreement*"), providing for a revolving credit facility (the "*Revolving Credit Facility*") with initial aggregate commitments in the amount of $50.0 million, with the ability to increase the aggregate commitments by up to an additional $75.0 million, subject to certain conditions. The initial availability under the Revolving Credit Facility is $50.0 million on the Effective Date before giving effect to to any outstanding letters of credit on such date.

The Revolving Credit Facility provides for a $30.0 million sublimit of the aggregate commitments that is available for the issuance of letters of credit. The Revolving Credit Facility bears interest either at a rate equal to (a) LIBOR plus an applicable margin that varies from 2.25% to 2.75% per annum or (b) a base rate plus an applicable margin that varies from 1.25% to 1.75% per annum. The Revolving Credit Facility matures on March 26, 2023.

The ABL Credit Agreement requires Parker to maintain minimum liquidity of $25.0 million.

Parker is required to pay a commitment fee of 0.50% per annum on the actual daily unused portion of the current aggregate commitments under the Revolving Credit Facility. Parker is also required to pay customary letter of credit and fronting fees.

The ABL Credit Agreement also contains customary affirmative and negative covenants, including, among other things, as to compliance with laws (including environmental laws and anti-corruption laws), delivery of quarterly and annual financial statements and borrowing base certificates, conduct of business, maintenance of property, maintenance of insurance, restrictions on the incurrence of liens, indebtedness, asset dispositions, fundamental changes, restricted payments, and other customary covenants.

Additionally, the ABL Credit Agreement contains customary events of default and remedies for credit facilities of this nature. If Parker does not comply with the financial and other covenants in the ABL Credit Agreement, the ABL Lenders may, subject to customary cure rights, require immediate payment of all amounts outstanding under the ABL Credit Agreement and any outstanding unfunded commitments may be terminated.

This summary of the ABL Credit Agreement does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the ABL Credit Agreement, which is filed as Exhibit 10.1 to this Current Report and incorporated herein by reference.

Both the ABL Credit Agreement and the Second Lien Term Loan Agreement (as defined below) contain customary cross-default provisions, such that the occurrence of an event of default under either agreement triggers an event of default under the other agreement.

Second Lien Term Loan Facility

On the Effective Date, pursuant to the terms of the Plan, Parker, as borrower, entered into a second lien term loan credit agreement (the "*Second Lien Term Loan Agreement*") with the lenders party thereto (the "*Second Lien Lenders*") and UMB Bank, N.A., as administrative agent (in such capacity, the "*Second Lien Agent*"), providing for term loans (the "*Second Lien Term Loan Facility*" and, together with the Revolving Credit Facility, the "*Credit Facilities*") with initial aggregate commitments in the amount of $210.0 million. Pursuant to the terms of the Plan, on the Effective Date, the Second Lien Lenders were deemed to have made $210.0 million in aggregate principal amount of loans under the Second Lien Term Loan Agreement.

The Second Lien Term Loan Facility has capacity for Parker to add one or more new commitments subject to certain conditions.

The Second Lien Term Loan Facility is non-amortizing. The initial loans under the Second Lien Term Loan Facility bear interest at a rate of 13.0% per annum, payable quarterly, with 11.0% paid in cash and 2.0% paid in kind and capitalized by adding such amount to the outstanding principal. The rate of interest payable on any incremental loans will be set forth in the relevant incremental amendment.

The Second Lien Term Loan Facility matures on March 26, 2024.

The Second Lien Term Loan Facility is subject to mandatory prepayments and customary reinvestment rights. The mandatory prepayments include prepayment requirements with respect to a change of control, asset sales and debt issuances, in each case subject to certain exceptions or conditions.

The Second Lien Term Loan Agreement also contains customary affirmative and negative covenants, including as to compliance with laws (including environmental laws and anti-corruption laws), delivery of quarterly and annual financial statements, conduct of business, maintenance of property, maintenance of insurance, restrictions on the incurrence of liens, indebtedness, asset dispositions, fundamental changes, restricted payments and other customary covenants.

Additionally, the Second Lien Term Loan Agreement contains customary events of default and remedies for credit facilities of this nature. If Parker does not comply with the covenants in the Second Lien Term Loan Agreement, the Second Lien Lenders may, subject to customary cure rights, require immediate payment of all amounts outstanding under the Second Lien Term Loan Agreement.

This summary of the Second Lien Term Loan Agreement does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the Second Lien Term Loan Agreement, which is filed as Exhibit 10.2 to this Current Report and incorporated herein by reference.

Guarantee and Security of the Credit Facilities

The obligations under the Credit Facilities are guaranteed by Parker and certain of Parker's subsidiaries (collectively, the "*Grantors*") and secured by substantially all of their assets. On the Effective Date, the Grantors entered into: (i) a guaranty in favor of the First Lien Agent (the "*First Lien Guaranty Agreement*"), for the benefit of the secured parties thereunder, pursuant to which the Grantors guaranteed the payment and performance of all indebtedness and liabilities arising pursuant to, or in connection with, the ABL Credit Agreement; (ii) a guaranty in favor of the Second Lien Agent (the "*Second Lien Guaranty Agreement*"), for the benefit of the secured parties

under the Second Lien Term Loan Agreement, pursuant to which the Grantors guaranteed the payment and performance of all indebtedness and liabilities arising pursuant to, or in connection with, the Second Lien Term Loan Agreement; (iii) a pledge and security agreement in favor of the First Lien Agent, for the benefit of the secured parties thereunder, pursuant to which the Grantors granted a first lien security interest in all of the collateral described therein; and (iv) a pledge and security agreement in favor of the Second Lien Agent, for the benefit of the secured parties thereunder, pursuant to which the Grantors granted a second lien security interest in all of the collateral described therein.

Registration Rights Agreement

Pursuant to the Plan, on the Effective Date, Parker entered into a registration rights agreement (the "*Registration Rights Agreement*") with certain of the parties to that certain backstop commitment agreement between Parker and the parties set forth therein, dated December 12, 2018, as amended and restated on January 28, 2019 (the "*Backstop Commitment Agreement*").

The Registration Rights Agreement requires Parker to file a shelf registration statement (the "*Initial Shelf Registration Statement*") within 15 days following the Effective Date, subject to extension, that includes the Registrable Securities (as defined in the Registration Rights Agreement) whose inclusion has been timely requested, to the extent that the amount of such Registrable Securities does not exceed the amount as may be permitted to be included in such registration statement under the rules and regulations of the SEC. The Registration Rights Agreement allows holders to demand registrations subject to certain requirements and exceptions.

Following the effectiveness of the Initial Shelf Registration Statement (including any substitute thereof), upon the demand of one or more holders (the "*Takedown Demand*"), Parker will facilitate shelf takedowns off of such Initial Shelf Registration Statement by means of an underwritten public offering, provided that the number of shares included in such Takedown Demand equal at least five percent of outstanding common stock of Parker, as reorganized pursuant to and under the Plan (the "*New Common Stock*") at such time. Parker will not be required to undertake more than three underwritten public offerings made pursuant to the Registration Rights Agreement in a 12-month period.

In the event Parker proposes to file a registration statement or conduct an underwritten shelf takedown with respect to a public offering of New Common Stock or any securities convertible or exercisable into New Common Stock (other than registration on Form S-8, Form S-4 or another form not available for registering the Registrable Securities for sale to the public, a "*Piggyback Registration*"), Parker must notify holders of Registrable Securities holding at least five percent of the outstanding New Common Stock of its intention to effect such Piggyback Registration within at least 10 business days before the anticipated filing date and include in such Piggyback Registration all Registrable Securities requested to be included therein.

These registration rights are subject to certain conditions and limitations, including the right of the underwriters to limit the number of shares to be included in a registration statement in an underwritten offering and Parker's right to delay or withdraw a registration statement under certain circumstances. Parker will generally pay all registration expenses in connection with its obligations under the Registration Rights Agreement, regardless of whether a registration statement is filed or becomes effective. The registration rights granted in the Registration Rights Agreement are subject to customary indemnification and contribution provisions, as well as customary restrictions such as blackout periods.

The description of the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the Registration Rights Agreement, which is filed as Exhibit 10.3 to this Current Report and incorporated herein by reference.

Warrant Agreement

On the Effective Date and pursuant to the Plan, Parker entered into a Warrant Agreement (the "*Warrant Agreement*"), between Parker and Equiniti Trust Company, as warrant agent, which provides for Parker's issuance of up to an aggregate of 2,580,182 warrants (the "*Warrants*") to purchase New Common Stock to former holders of Existing Preferred Stock (as defined below) and to the holders of Existing Common Stock (as defined below) on the Effective Date in accordance with the terms of the Plan, the Confirmation Order and the Warrant Agreement.

The Warrants are exercisable from the date of issuance until 5:00 p.m., New York City time, on the fifth and a half anniversary of the Effective Date (the "*Expiration Date*"), at which time, all unexercised Warrants will expire, and the rights of the holders of such Warrants to purchase New Common Stock will terminate. The Warrants are initially exercisable for one share of New Common Stock per Warrant at an initial exercise price of $48.85 per Warrant (the "*Exercise Price*").

Pursuant to the Warrant Agreement, no holder of a Warrant, by virtue of holding or having a beneficial interest in a Warrant, will have the right to vote, receive dividends, receive notice as stockholders with respect to any meeting of stockholders for the election of Parker's directors or any other matter, or exercise any rights whatsoever as a stockholder of Parker unless, until and only to the extent such holders become holders of record of shares of New Common Stock issued upon settlement of Warrants.

The number of shares of New Common Stock for which a Warrant is exercisable, and the Exercise Price, are subject to adjustment from time to time upon the occurrence of certain events, including: (1) stock splits, reverse stock splits or stock dividends to holders of New Common Stock; (2) a reclassification in respect of New Common Stock; or (3) certain Special Dividends (as defined in the Warrant Agreement) issued to all holders of New Common Stock.

In the event of a Sale Cash Only Transaction (as defined in the Warrant Agreement) that occurs prior to the Expiration Date, the holders of the Warrants will receive a cash payment for each share of New Common Stock for which a Warrant is then exercisable equal to the difference, if any between the Fair Market Value of the Cash Consideration (as defined in the Warrant Agreement) per share of New Common Stock and the Exercise Price (as defined in the Warrant Agreement) per share of New Common Stock. In addition, if such Sale Cash Only Transaction occurs prior to the 18-month anniversary of the issue date of the Warrants and also prior to the effective time of any Sale Securities Only Transaction or Sale Cash and Securities Transaction, each as defined in the Warrant Agreement, in addition to such a payment in cash, holders of Warrants will also receive the lesser of the Black-Scholes Value Limit (as defined in the Warrant Agreement) and the Black-Scholes Value of each Warrant as of the date of the consummation of the Sale Cash Only Transaction (as defined in the Warrant Agreement.)

The foregoing description of the Warrant Agreement does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the Warrant Agreement, which is filed as Exhibit 10.4 to this Current Report on Form 8-K and incorporated by reference herein.

Item 1.02. Termination of a Material Definitive Agreement.

Equity Interests

In accordance with the Plan, all agreements, instruments and other documents evidencing, relating to or otherwise connected with any of Parker's equity interests outstanding prior to the Effective Date were cancelled and all such equity interests have no further force or effect after the Effective Date. Pursuant to the Plan, the holders of Parker's existing common stock, par value 0.16^{2/3}$ (the "*Existing Common Stock*"), outstanding prior to the Effective Date and the holders of Parker's 7.25% Series A Mandatory Convertible Preferred Stock, par value $1.00 (the "*Existing Preferred Stock*"), outstanding prior to the Effective Date received (i) their proportionate distribution of the New Common Stock of Parker, (ii) the right to participate in the Rights Offering (as defined in that certain restructuring support agreement, dated as of December 12, 2018 and amended as of January 28, 2019, among Parker and the other parties thereto) and (iii) their proportionate distribution of Warrants to acquire the New Common Stock.

Additionally, on the Effective Date, the Section 382 Rights Agreement (the "*Rights Agreement*"), dated as of August 23, 2018, between Parker and Equiniti Trust Company, as Rights Agent, was terminated, and as a result of the termination, the Rights (as defined in the Rights Agreement) that were issued pursuant to the Rights Agreement are no longer outstanding.

Debt Securities

In accordance with the Plan, on the Effective Date, all outstanding obligations under the following notes issued by Parker and the related registration rights were cancelled and the indentures governing such obligations were cancelled, except to the limited extent expressly set forth in the Plan:

- 7.50% Senior Notes due 2020 (the "*2020 Notes*") issued pursuant to the indenture dated July 30, 2013, by and among Parker, the subsidiary guarantors party thereto and Bank of New York Mellon Trust Company, N.A., as trustee; and
- 6.75% Senior Notes due 2022 (the *"2022 Notes*" and, together with the 2020 Notes, the "*Senior Notes*") issued pursuant to the indenture dated January 22, 2014, by and among Parker, the subsidiary guarantors party thereto and Bank of New York Mellon Trust Company, N.A., as trustee.

In accordance with the Plan, the holders of the Senior Notes received (i) their proportionate distribution of the New Common Stock, (ii) their proportionate share of the Second Lien Term Loan Facility, (iii) the right to participate in the Rights Offering and (iv) cash sufficient to satisfy certain expenses owed to Bank of New York Mellon Trust Company, N.A., as trustee for the Senior Notes.

Debtor-in-Possession Facility

Pursuant to the Plan, on the Effective Date, the debtor in possession credit agreement, dated as of December 14, 2018, among Parker, as borrower, certain debtors, as designated borrowers, certain debtors, as guarantors, Bank of America, N.A., as administrative agent, and the lenders party thereto (the "*DIP Facility*"), was cancelled and the holders of claims under the DIP Facility received payment in full, in cash, for allowed claims. On the Effective Date, all liens and security interests granted to secure such obligations were automatically terminated and are of no further force and effect.

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

The descriptions of the ABL Credit Agreement and the Second Lien Term Loan Agreement set forth in Item 1.01 of this Current Report are incorporated herein by reference.

Item 3.02. Unregistered Sales of Equity Securities.

On the Effective Date, pursuant to the Plan:

- 2,827,323 shares of New Common Stock were issued pro rata to holders of the 2020 Notes;
- 5,178,860 shares of New Common Stock were issued pro rata to holders of the 2022 Notes;
- 90,558 shares of New Common Stock and 1,032,073 Warrants to purchase 1,032,073 shares of New Common Stock were issued pro rata to holders of the Existing Preferred Stock;
- 135,838 shares of New Common Stock and 1,548,109 Warrants to purchase 1,548,109 shares of New Common Stock were issued pro rata to holders of the Existing Common Stock;
- 504,577 shares of New Common Stock were issued to commitment parties under the Backstop Commitment Agreement in respect of the commitment premium due thereunder;
- 1,403,910 shares of New Common Stock were issued to the commitment parties under the Backstop Commitment Agreement in connection with their backstop obligation thereunder to purchase unsubscribed shares of New Common Stock; and

- 4,903,308 shares of New Common Stock were issued to participants in the Rights Offering extended by Parker to the applicable classes under the Plan (including to the commitment parties party to the Backstop Commitment Agreement).

As of the Effective Date, there were 15,044,374 shares of New Common Stock issued and outstanding.

With the exception of shares of New Common Stock issued to commitment parties pursuant to their obligations under the Backstop Commitment Agreement to purchase unsubscribed shares of New Common Stock, shares of New Common Stock and Warrants issued pursuant to the Plan were issued pursuant to the exemption from the registration requirements of the Securities Act of 1933, as amended (the "*Securities Act*"), under Section 1145 of the Bankruptcy Code. Shares of New Common Stock issued to commitment parties pursuant to their obligations under the Backstop Commitment Agreement to purchase unsubscribed shares of New Common Stock were issued under the exemption from registration requirements of the Securities Act provided by Section 4(a)(2) thereunder.

Item 3.03. Material Modifications to Rights of Security Holders.

As provided in the Plan, all notes, equity, agreements, instruments, certificates and other documents evidencing any claim against or interest in the Debtors were cancelled on the Effective Date and the obligations of the Debtors thereunder or in any way related thereto were fully released. The securities to be cancelled on the Effective Date include all of the Existing Common Stock, the Existing Preferred Stock and the Senior Notes. For further information, see the Explanatory Note and Items 1.02 and 5.03 of this Current Report, which are incorporated herein by reference.

Item 5.01. Changes in Control of Registrant.

As previously disclosed, on the Effective Date, all of the Existing Common Stock, the Existing Preferred Stock and the Senior Notes were cancelled, and Parker issued approximately 1.65% of the New Common Stock to holders of the Existing Common Stock, approximately 1.10% of the New Common Stock to the holders of the Existing Preferred Stock and approximately 97.25% of the New Common Stock to holders of the Senior Notes pursuant to the Plan. For further information, see Items 1.02, 3.02 and 5.02 of this Current Report, which are incorporated herein by reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Departure of Directors

In accordance with the Plan, Jonathan M. Clarkson, Peter T. Fontana, Gary R. King, Robert L. Parker Jr. and Richard D. Paterson resigned from the Board on the Effective Date.

Appointment of Directors

As of the Effective Date, by operation of and in accordance with the Plan, Parker's board of directors (the "*Board*") consists of seven members, comprised of two members of the pre-Effective Date board of directors and five new members selected in accordance with the Plan. The Board consists of a single class of directors with the initial term of office to expire at the 2020 annual meeting of stockholders and then at the next succeeding annual meeting of stockholders thereafter or the date on which the successor of such director is elected.

Patrick Bartels is a senior investment professional with 20 years of experience and currently serves as the Managing Member of Redan Advisors LLC. His professional experience includes investing in complex financial restructurings and process intensive situations in North America, Latin America, Asia, and Europe in a broad universe of industries. Mr. Bartels has led creditors' committees and served as a director on numerous public and private boards of directors with an extensive track-record of driving value-added returns for all stakeholders through governance, incentive alignment, capital markets transactions and mergers and acquisitions. Mr. Bartels currently serves on the board of directors of Arch Coal, Inc., Sungard Availability Services, LifeCare Holdings, and Vanguard

Natural Resources, Inc. Mr. Bartels also served on the board of directors of WCI Communities, Inc. and TOUSA Liquidation Trust. Mr. Bartels was previously a Managing Principal of Monarch Alternative Capital LP in New York, a private investment firm that focuses primarily on distressed companies. Prior to joining Monarch Alternative Capital LP, Mr. Bartels was a high-yield investments analyst at Invesco Ltd. He began his career at PricewaterhouseCoopers LLP, where he was a Certified Public Accountant. Mr. Bartels received a Bachelor of Science in Accounting with a concentration in Finance from Bucknell University. He also holds the Chartered Financial Analyst designation.

Eugene Davis is Chairman and Chief Executive Officer of PIRINATE Consulting Group, LLC, a privately held consulting firm specializing in turnaround management, merger and acquisition consulting, hostile and friendly takeovers, proxy contests, and strategic planning advisory services for domestic and international public and private business entities. Since forming PIRINATE in 1997, Mr. Davis has advised, managed, sold, liquidated, and served as a chief executive officer, chief restructuring officer, director, chairman or committee chairman of a number of businesses operating in diverse sectors. Mr. Davis currently serves as a director of Verso Corporation, Sanchez Energy, Seadrill Limited and VICI Properties Inc. During the past five years, Mr. Davis has been a director of the following public or formerly public companies: ALST Casino Holdco, LLC, Atlas Air Worldwide Holdings, Inc., Atlas Iron Limited, The Cash Store Financial Services, Inc., Dex One Corp., Genco Shipping & Trading Limited, Global Power Equipment Group, Inc., Goodrich Petroleum Corp., Great Elm Capital Corp., GSI Group, Inc., Hercules Offshore, Inc., HRG Group, Inc., Knology, Inc., SeraCare Life Sciences, Inc., Spansion, Inc., Spectrum Brands Holdings, Inc., Titan Energy LLC, Trump Entertainment Resorts, Inc., U.S. Concrete, Inc. and WMIH Corp. In addition, Mr. Davis is and has been a director of several private companies in various industries. He was also the Chief Executive Officer and Vice Chairman of Sport Supply Group, Inc., a direct-mail marketer of sports equipment, from 1996 to 1997. He was an outside director of Emerson Radio Corporation, a consumer electronics company, beginning in 1990, and became the President, Vice Chairman and continued as a director of Emerson Radio Corporation, from mid-1992 to 1997. Mr. Davis began his career in 1980 as an attorney and international negotiator with Exxon Corporation and Standard Oil Company (Indiana) and was in private practice from 1984 to 1998.

Michael Faust has 34 years of industry, financial and leadership experience within the oil and gas sector, including diverse geological, geophysical and technical reservoir experience spanning many different basins and formations throughout the world. Mr. Faust is a consultant with Quartz Geophysical LLC, a geophysical consulting business. Mr. Faust is Lead Independent Director of SAExploration, Inc., and an independent director of Obsidian Energy. Prior to these governance positions, Mr. Faust was the Vice President, Exploration and Land at ConocoPhillips Alaska, Inc., where he oversaw and managed the company's exploration organization and strategy in Alaska. Prior to that, he was Vice President, Exploration and Land at ConocoPhillips Canada Ltd. Mr. Faust is a Certified Petroleum Geologist and a member of the American Association of Petroleum Geologists, the Society of Exploration Geophysicists, and served as the President of the Geophysical Society of Alaska from 2001 to 2002. Mr. Faust earned his Master of Arts degree in Geophysics from the University of Texas at Austin in 1984, after receiving his Bachelor of Science degree in Geology from the University of Washington in 1981.

Barry L. McMahan retired as Senior Vice President of Seneca Resources, a wholly owned subsidiary of National Fuel Gas Company, and was responsible for Seneca's Operations in the U.S. Mr. McMahan joined Seneca in 1988 and managed Seneca's California assets before being promoted to manage all company assets. Mr. McMahan has more than 34 years' experience in oil and gas production development and management. As a member of Seneca's senior management, Mr. McMahan was engaged in all aspects of both conventional and shale development. Mr. McMahan attended California Lutheran University where he majored in Finance. He was a member of the American Petroleum Institute, the Society of Petroleum Engineers and the Western States Petroleum Association, where he served on the Board of Directors. Mr. McMahan was named the Western States Petroleum Association's Man of the Year in 1994 for his efforts in regulatory reform. In addition, he serves on the Board of Trustees and the endowment committee for Pyle's Boys Camp, an organization serving at-risk disadvantaged young men in Southern California. Mr. McMahan joined the board of U.S. Well Services, a private equity backed pure play hydraulic fracturing services company with operations in the Appalachian basin and Texas. Mr. McMahan's board service was concluded with a successful IPO in November of 2018. Mr. McMahan currently serves of the Board of Tribune Resources, where he chairs the compensation committee and serves on the audit committee.

L. Spencer Wells has over 15 years of experience as an investor and financial analyst and is a founding Partner of Drivetrain Advisors, a provider of fiduciary services to the alternative investment community. Prior to founding Drivetrain Advisors, Mr. Wells served as a Senior Advisor at TPG Special Situations Partners. Mr. Wells currently serves on the boards of several public and private companies, among them Town Sports International, Inc., NextDecade Corporation, and Jones Energy, Inc. From 2010 to 2012, Mr. Wells was a partner of TPG Special Situations Partners, during which time he helped create and manage an investment portfolio approximated at $2.5 billion. From 2002 until 2009, Mr. Wells served as a Partner and a Portfolio Manager at Silver Point Capital. While at Silver Point, he covered the energy, chemicals, and building products sectors and managed an investment portfolio estimated at $1.3 billion. Mr. Wells holds a B.A. in Psychology from Wesleyan University and a Master of Business Administration from Columbia Business School.

Biographical information about Gary G. Rich and Zaki Selim are as set forth in Parker's Proxy Statement on Schedule 14A filed on March 30, 2018.

Incentive Plan

Effective as of the Effective Date, the Board adopted the 2019 Long-Term Incentive Plan (the "*LTIP*"). A description of the material provisions of the LTIP is contained in Parker's Current Report on Form 8-K filed with the Commission on March 11, 2019, which description is incorporated by reference herein. The description of the LTIP does not purport to be complete and is qualified in its entirety by reference to the full text of the LTIP, a copy of which is filed herewith as Exhibit 10.5 and is incorporated herein by reference.

Incentive Grants

Of the share reserve equal to 9% of Parker's fully-diluted, fully-distributed shares as of the Effective Date, fifty percent (50%) will be granted to Parker's key employees as of the Effective Date (the "*Emergence Grants*"). The Emergence Grants include (i) 148,222 restricted stock units and 222,333 options for Gary G. Rich, President and Chief Executive Officer, (ii) 39,798 restricted stock units and 59,698 options for Michael W. Sumruld, Senior Vice President and Chief Financial Officer, (iii) 43,932 restricted stock units and 65,898 options for Jon-Al Duplantier, President, Rental Tools and Well Services and (iv) 34,632 restricted stock units and 51,949 options for Bryan R. Collins, President, Drilling Operations.

Employment Agreements

Effective as of the Effective Date, Parker will enter into employment agreements with some of its key employees. The employment agreements provide for (i) a one-year initial term (subject to automatic annual one-year renewal unless either party provides at least 60 days' notice of non-renewal), (ii) annual base salary (equal to $745,000, $385,000, $425,000 and $335,000 for Mr. Rich, Mr. Sumruld, Mr. Duplantier and Mr. Collins, respectively), (iii) a target annual bonus opportunity equal to 75% (or 100% for Mr. Rich) of the annual base salary and (iv) eligibility to participate in pension, retirement, 401(k), and profit-sharing, non-qualified deferred compensation and Parker's other of group retirement plans or programs, to the same extent as available to other senior officers under the terms of such plans or programs.

Under each of the employment agreements, in the event of a termination by Parker of the executive without "cause" (other than due to death or disability and as defined in the applicable employment agreement) or due to non-renewal of the employment agreement, or a resignation by the executive for "good reason" (as defined in the applicable employment agreement) the executive is entitled to receive: (i) a lump sum payment equal to the sum of the executive's annual base salary and target bonus, multiplied by the "*Severance Multiple*" (as defined in the applicable employment agreement); (ii) a lump sum pro-rata annual bonus payment for the year of termination based on actual performance through the date of termination; (iii) if the termination occurs after the end of the fiscal year, a lump sum payment for any earned but unpaid annual bonus for the year prior to the year of termination; and (iv) a lump sum payment of the executive's (and eligible dependents') health care continuation premiums for the number of years equal to the Severance Multiple. During the 18-month period following a "change in control" (as defined in the LTIP), the Severance Multiple applicable to two (or three for Mr. Rich), otherwise the Severance Multiple applicable is one and one-half (or two for Mr. Rich).

Each of the employment agreements subject the applicable executive to a perpetual duty of confidentiality, atwo-year post-termination non-disparagement covenant and non-solicitation covenant with respect to employees, consultants, officers, or directors and aone-year post-termination non-solicitation covenant with respect to the customers, contractors and consultants andnon-competition covenant.

The foregoing descriptions of each of the employment agreements do not purport to be complete and are subject to, and qualified in their entirety by reference to, the full text of the applicable employment agreement, which are filed as Exhibits 10.8, 10.9, 10.10 and 10.11, to this Current Report on Form 8-K and incorporated by reference herein.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On the Effective Date, pursuant to the Plan, Parker filed the Amended and Restated Certificate of Incorporation (the "*Certificate of Incorporation*") with the Delaware secretary of state. Also on the Effective Date, in accordance with the Plan, Parker adopted the Amended and Restated Bylaws (the "*Bylaws*").

Each holder of shares of New Common Stock, as such, shall be entitled to one vote for each share of New Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote. Except as otherwise required by law or provided in the Certificate of Incorporation, at any annual or special meeting of stockholders the New Common Stock shall have the exclusive right to vote for the election of directors and on all other matters properly submitted to a vote of the stockholders.

Subject to the rights of any then-outstanding shares of preferred stock, the holders of New Common Stock may receive such dividends as the Board may declare in its discretion out of legally available funds. Holders of New Common Stock will share equally in Parker's assets upon liquidation after payment or provision for all liabilities and any preferential liquidation rights of any preferred stock then outstanding. Shares of New Common Stock are not subject to any redemption provisions and are not convertible into any of Parker's other securities.

Preferred Stock

Shares of preferred stock may be issued in one or more series from time to time, with each such series to consist of such number of shares and to have such voting powers, full or limited, or no voting powers, and such designations, preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions thereof, as shall be stated in the resolution or resolutions providing for the issuance of such series adopted by the Board and included in a certificate of designations filed pursuant to the General Corporation Law of the State of Delaware (the "*DGCL*").

Subject to the rights of the holders of any series of preferred stock pursuant to the terms of the Certificate of Incorporation, the number of authorized shares of preferred stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the outstanding shares of New Common Stock, without a vote of the holders of the preferred stock, or any series thereof, irrespective of the provisions of Section 242(b)(2) of the DGCL, unless a vote of any such holders of preferred stock is required pursuant to another provision of the Certificate of Incorporation.

Anti-Takeover Provisions

Some provisions of Delaware law, the Certificate of Incorporation and the Bylaws summarized below could make certain change of control transactions more difficult, including acquisitions of Parker by means of a tender offer, proxy contest or otherwise, as well as removal of the incumbent directors. These provisions may have the effect of preventing changes in management. It is possible that these provisions would make it more difficult to accomplish or deter transactions that a stockholder might consider in his or her best interest, including those attempts that might result in a premium over the market price for the New Common Stock.

Business Combinations under Delaware Law

Parker has opted out of Section 203 of the DGCL.

Number and Election of Directors

The Certificate of Incorporation provides that the Board shall initially be comprised of seven directors, with the number of directors to be fixed from time to time by resolution adopted by a majority of the total number of directors the Board would have if there were no vacancies.

Calling of Special Meeting of Stockholders

The Bylaws provide that special meetings of stockholders may be called only by (i) the chairman of the Board, (ii) the Board pursuant to a resolution adopted by the majority of the Board or (iii) the secretary of Parker upon the delivery of a written request to Parker by the holders of at least a majority of the outstanding shares of New Common Stock in the manner provided in the Bylaws.

Amendments to the Bylaws

The Bylaws may be amended or repealed or new bylaws may be adopted (i) by action of the Board or (ii) without action of the Board, by the affirmative vote of the holders of a majority of the voting power of all outstanding shares of New Common Stock entitled to vote generally in the election of directors.

Other Limitations on Stockholder Actions

Advance notice is required for stockholders to nominate directors or to submit proposals for consideration at meetings of stockholders. These procedures provide that notice of stockholder proposals must be timely given in writing to the corporate secretary prior to the meeting at which the action is to be taken. Generally, to be timely, notice must be received at the principal executive offices not less than 90 days nor more than 120 days prior to the anniversary of the immediately preceding annual meeting of stockholders. The Bylaws specify in detail the requirements as to form and content of all stockholder notices. These requirements may preclude stockholders from bringing matters before the stockholders at an annual or special meeting. The Bylaws also describe certain criteria for when stockholder-requested meetings need not be held.

Directors may be removed from office at any time by the affirmative vote of holders of at least a majority of the outstanding shares of New Common Stock entitled generally to vote in the election of directors.

Newly Created Directorships and Vacancies on the Board

Under the Bylaws, any newly created directorships resulting from any increase in the number of directors and any vacancies on the Board for any reason may be filled solely by a majority vote of the directors then in office, even if less than a quorum, or by a sole remaining director (and not by stockholders).

No Cumulative Voting

The Certificate of Incorporation provides that there will be no cumulative voting in the election of directors.

Authorized but Unissued Shares

Under Delaware law, Parker's authorized but unissued shares of New Common Stock are available for future issuance without stockholder approval. Parker may use these additional shares of New Common Stock for a variety of corporate purposes, including future public offerings to raise additional capital, acquisitions and employee benefit plans. The existence of authorized but unissued shares of New Common Stock could render more difficult or discourage an attempt to obtain control of Parker by means of a proxy contest, tender offer, merger or otherwise.

Exclusive Forum

The Certificate of Incorporation provides that, unless Parker consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (the "*Court of Chancery*") (or, if and only if the Court of Chancery lacks subject matter jurisdiction, the federal district court for the District of Delaware) will be the sole and exclusive forum for (i) any derivative action or proceeding brought on Parker's behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by any current or former directors, officers, other employees or stockholders to Parker or to the stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL, the Certificate of Incorporation or the Bylaws (as each may be amended from time to time) or as to which the DGCL confers jurisdiction on the Court of Chancery or (iv) any action asserting a claim governed by the internal affairs doctrine.

The foregoing descriptions of the Certificate of Incorporation and Bylaws do not purport to be complete and are qualified in their entirety by reference to the Certificate of Incorporation and Bylaws, copies of which are attached hereto as Exhibits 3.1 and 3.2 and incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On March 26, 2019, Parker issued a press release announcing the consummation of the Plan and emergence from the Chapter 11 Cases on the Effective Date as disclosed herein, a copy of which is furnished as Exhibit 99.2 hereto.

The information contained in this Item 7.01 and the exhibit hereto shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), and shall not be incorporated by reference into any filings made by Parker under the Securities Act of 1933, as amended, or the Exchange Act, except as may be expressly set forth by specific reference in such filing.

Forward-Looking Statements

This Current Report on Form 8-K contains certain statements that may be deemed "forward-looking statements" within the meaning of the Exchange Act. All statements in this Current Report on Form 8-K other than statements of historical facts addressing activities, events or developments Parker expects, projects, believes, or anticipates will or may occur in the future are forward-looking statements. These statements are based on certain assumptions made by Parker based on management's experience and perception of historical trends, current conditions, anticipated future developments and other factors believed to be appropriate. Although Parker believes its expectations stated in this Current Report on Form 8-K are based on reasonable assumptions, such statements are subject to a number of assumptions, risks and uncertainties, many of which are beyond the control of Parker that could cause actual results to differ materially from those implied or expressed by the forward-looking statements. These include risks relating to the effects of the filing of the Chapter 11 Cases on Parker's business and the interest of various constituents, including stockholders; any inability to maintain relationships with suppliers, customers, employees and other third parties as a result of the Chapter 11 Cases; the potential adverse effects of the Chapter 11 Cases on Parker's liquidity and results of operations; the impact of the NYSE delisting Parker's common stock on the liquidity and market price of Parker's common stock and on Parker's ability to access the public capital markets; changes in worldwide economic and business conditions; fluctuations in oil and natural gas prices; compliance with existing laws and changes in laws or government regulations; the failure to realize the benefits of, and other risks relating to, acquisitions; the risk of cost overruns; Parker's ability to refinance its debt; and other important factors, many of which could adversely affect market conditions, demand for Parker's services, and costs, and all or any one of which could cause actual results to differ materially from those projected. For more information, see "Risk Factors" in Parker's Annual Report filed on Form 10-K with the Securities and Exchange Commission and other public filings and press releases. Each forward-looking statement speaks only as of the date of this Current Report on Form 8-K and Parker undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

Item 9.01 Financial Statements and Exhibits.

Exhibit Number	Description
2.1	Amended Joint Chapter 11 Plan of Reorganization of Parker Drilling Company and its Debtor Affiliates (incorporated by reference to Exhibit A of the Order Confirming the Amended Joint Chapter 11 Plan of Reorganization, filed as Exhibit 2.1 to Parker's Current Report on Form 8-K filed on March 11, 2019).
3.1*	Amended and Restated Certificate of Incorporation of Parker Drilling Company.
3.2*	Amended and Restated Bylaws of Parker Drilling Company.
4.1*	Specimen Common Stock Certificate.
10.1*	ABL Credit Agreement dated as of March 26, 2019, among Parker Drilling Company, as borrower, and Bank of America, N.A., as administrative agent, and the lenders and other parties party thereto.
10.2*	Second Lien Term Loan Agreement dated as of March 26, 2019, among Parker Drilling Company, as borrower, and UMB Bank, N.A., as administrative agent, and the lenders and other parties party thereto.
10.3*	Registration Rights Agreement dated as of March 26, 2019 by and among Parker Drilling Company and the other parties signatory thereto.
10.4*	Warrant Agreement dated as of March 26, 2019, between Parker Drilling Company and Equiniti Trust Company.
10.5*	Form of Parker Drilling Company 2019 Long-Term Incentive Plan.
10.6*	Form of Restricted Stock Unit Incentive Agreement.
10.7*	Form of Stock Option Incentive Agreement.
10.8*	Employment Agreement, dated as of March 26, 2019, by and between Parker Drilling Company and Gary Rich.
10.9*	Employment Agreement, dated as of March 26, 2019, by and between Parker Drilling Company and Michael Sumruld.
10.10*	Employment Agreement, dated as of March 26, 2019, by and between Parker Drilling Company andJon-Al Duplantier.
10.11*	Employment Agreement, dated as of March 26, 2019, by and between Parker Drilling Company and Bryan Collins.
99.1	Order Confirming Amended Joint Chapter 11 Plan of Reorganization (incorporated by reference to Exhibit 99.1 to Parker Drilling Company's Current Report on Form 8-K filed on March 11, 2019).
99.2*	Press Release dated March 26, 2019.

* Filed herewith.

SIGNATURES

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

Dated: March 26, 2019

PARKER DRILLING COMPANY

By: /s/ Jennifer F. Simons
Name: Jennifer F. Simons
Title: Vice President, General Counsel and Secretary

Exhibit 3.1

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

OF

PARKER DRILLING COMPANY

Parker Drilling Company, a corporation organized and existing under the laws of the State of Delaware (the "***Corporation***"), hereby certifies as follows:

1. The Certificate of Incorporation of the Corporation was originally filed with the Secretary of State of the State of Delaware on August 4, 1970.

2. On December 12, 2018 the Corporation and certain of its subsidiaries (collectively with the Corporation, the "***Debtors***") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***") with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "***Bankruptcy Court***").

3. This Amended and Restated Certificate of Incorporation (this "***Certificate***") was duly adopted, without the need for approval of the Board of Directors or the stockholders of the Corporation, in accordance with Sections 242, 245 and 303 of the Delaware General Corporation Law, as amended (the "***DGCL***"), in accordance with the Chapter 11 Plan of Reorganization of the Debtors (the "***Plan of Reorganization***") confirmed by order, dated March 7, 2019, of the Bankruptcy Court, jointly administered under the caption "In re: PARKER DRILLING COMPANY, et al.", Case No. 18-36958 (MI).

4. This Certificate shall become effective when filed with the Secretary of State of the State of Delaware.

5. This Certificate amends and restates the Certificate of Incorporation of the Corporation to read in full as follows:

ARTICLE I
NAME

Section 1.1 Name. The name of the corporation is Parker Drilling Company.

ARTICLE II
PURPOSE

Section 2.1 Purpose. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

ARTICLE III
REGISTERED AGENT

Section 3.1 Registered Agent. The street address of the registered office of the Corporation in the State of Delaware is Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware, County of New Castle, 19808. The name of the Corporation's registered agent at such address is Corporation Service Company.

ARTICLE IV
CAPITALIZATION

Section 4.1 Authorized Capital Stock. The total number of shares of capital stock that the Corporation is authorized to issue is 550,000,000 shares, divided into two classes consisting of 500,000,000 shares of common stock, par value $0.01 per share (the "***Common Stock***"), and 50,000,000 shares of preferred stock, par value $0.01 per share (the "***Preferred Stock***").

Section 4.2 Preferred Stock.

(a) Shares of Preferred Stock may be issued in one or more series from time to time. The board of directors of the Corporation (the "***Board***") is expressly authorized, by resolution adopted and filed in accordance with law, to provide, out of unissued shares of Preferred Stock that have not been designated as to series, for series of Preferred Stock and, with respect to each such series, to fix the number of shares in each series and to fix the voting powers, full or limited, or no voting powers, and such designations, preferences and relative, participating, optional or other special rights thereof, and the qualifications, limitations or restrictions thereon, and the variations in voting powers, if any, and preferences and rights as between series, as shall be stated in the resolution or resolutions providing for the issuance of such series adopted by the Board and included in a certificate of designations (a "***Preferred Stock Designation***"). Any shares of any class or series of Preferred Stock purchased, exchanged, converted or otherwise acquired by the Corporation, in any manner whatsoever shall be retired and cancelled promptly after the acquisition thereof. All such shares shall upon their cancellation become authorized but unissued shares of Preferred Stock, without designation as to series, and may be reissued as part of any series of Preferred Stock created by resolution or resolutions of the Board, subject to the conditions and restrictions on issuance set forth in this Certificate or in such resolution or resolutions.

(b) Subject to the rights of the holders of any series of Preferred Stock pursuant to the terms of this Certificate (including any Preferred Stock Designation), the number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the outstanding shares of Common Stock, without a vote of the holders of the Preferred Stock, or any series thereof, irrespective of the provisions of Section 242(b)(2) of the DGCL, unless a vote of any such holders of Preferred Stock is required pursuant to another provision of this Certificate (including any Preferred Stock Designation).

Section 4.3 Common Stock.

(a) Each holder of shares of Common Stock, as such, shall be entitled to one vote for each share of Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote. Except as otherwise required by law or this Certificate (including any Preferred Stock Designation), at any annual or special meeting of the stockholders the Common Stock shall have the exclusive right to vote for the election of directors and on all other matters properly submitted to a vote of the stockholders. Notwithstanding the foregoing, except as otherwise required by law or this Certificate (including a Preferred Stock Designation), holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate (including any amendment to any Preferred Stock Designation) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate (including any Preferred Stock Designation) or pursuant to the DGCL.

(b) Subject to the rights of the holders of Preferred Stock, the holders of shares of Common Stock shall be entitled to receive such dividends and other distributions (payable in cash, property or capital stock of the Corporation) when, as and if declared thereon by the Board from time to time out of any assets or funds of the Corporation legally available therefor and shall share equally on a per share basis in such dividends and distributions.

(c) In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation, and subject to the rights of the holders of Preferred Stock in respect thereof, the holders of shares of Common Stock shall be entitled to receive all the remaining assets of the Corporation available for distribution to its stockholders, ratably in proportion to the number of shares of Common Stock held by them.

Section 4.4 Nonvoting Equity Securities. The Corporation shall not issue nonvoting equity securities; provided, however, the foregoing restriction shall (a) have no further force and effect beyond that required under Section 1123(a)(6) of the Bankruptcy Code, (b) only have such force and effect for so long as Section 1123 of the Bankruptcy Code is in effect and applicable to the Corporation, and (c) in all events may be amended or eliminated in accordance with applicable law as from time to time may be in effect. The prohibition on the issuance of nonvoting equity securities is included in this Certificate in compliance with Section 1123(a)(6) of the Bankruptcy Code.

ARTICLE V
RELATED PARTY TRANSACTIONS AND CORPORATE OPPORTUNITIES

The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation, and the same are in furtherance of and not in limitation of the powers conferred by law.

Section 5.1 Related Party Transactions. No contract or other transaction of the Corporation with any other person, firm, corporation or other entity in which the Corporation has an interest, shall be affected or invalidated by the fact that any one or more of the directors or officers of the Corporation, individually or jointly with others, may be a party to or may be interested in any contract or transaction so long as the contract or other transaction is approved by the Board in accordance with the DGCL.

Section 5.2 Corporate Opportunities.

(a) The provisions of this Section 5.2 are set forth to regulate and define the conduct of certain affairs of the Corporation with respect to certain classes or categories of business opportunities as they may involve the Corporation's stockholders, the Non-Employee Directors (as defined below) or their respective Affiliates and the powers, rights, duties and liabilities of the Corporation and the Corporation's directors, officers and stockholders in connection therewith, in recognition and anticipation that (i) certain directors, principals, officers and employees and/or other representatives of stockholders of the Corporation and their respective Affiliates (as defined below) may serve as directors or officers of the Corporation, (ii) stockholders of the Corporation and their respective Affiliates may now engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, and (iii) members of the Board who are not employees of the Corporation ("***Non-Employee Directors***"), including, for the avoidance of doubt, the Chairman of the Board if he or she is not otherwise an employee, consultant or officer of the Corporation, and their respective Affiliates may now engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage.

(b) None of (i) the stockholders of the Corporation or any of their Affiliates or (ii) any Non-Employee Director or his or her Affiliates shall, to the fullest extent permitted by law, have any duty to refrain from directly or indirectly (x) engaging in a corporate opportunity in the same or similar business activities or lines of business in which the Corporation or any of its Affiliates now engages, engages in the future or proposes to engage, (y) making investments in any kind of property in which the Corporation makes or may make investments or (z) otherwise competing with the Corporation or any of its Affiliates, and, to the fullest extent permitted by the DGCL, no Identified Person (as defined below) shall (A) be deemed to have acted in bad faith or in a manner inconsistent with the best interests of the Corporation or its stockholders or to have acted in a manner inconsistent with or opposed to any fiduciary duty to the Corporation or its stockholders or (B) be liable to the Corporation or its stockholders for breach of any fiduciary duty, in each case, by reason of the fact that such Identified Person (as defined below) engages in any such

activities. The Corporation hereby renounces any interest or expectancy in, or in being offered an opportunity to participate in, any business opportunity which may be a corporate opportunity for an Identified Person (as defined below) and the Corporation or any of its Affiliates, except as provided in paragraph (c) of this Section 5.2(b). Subject to Section 5.2(c), in the event that any Identified Person (as defined below) acquires knowledge of a potential transaction or other business opportunity which may be a corporate opportunity for itself, herself or himself and the Corporation or any of its Affiliates, such Identified Person (as defined below) shall have no duty to communicate or offer such transaction or other business opportunity to the Corporation or any of its Affiliates and, to the fullest extent permitted by the DGCL, shall not (I) be deemed to have acted in bad faith or in a manner inconsistent with the best interests of the Corporation or its stockholders or to have acted in a manner inconsistent with or opposed to any fiduciary duty to the Corporation or its stockholders or (II) be liable to the Corporation or its stockholders for breach of any fiduciary duty as a stockholder, director or officer of the Corporation, in each case, by reason of the fact that such Identified Person (as defined below) pursues or acquires such corporate opportunity for itself, herself or himself, or offers or directs such corporate opportunity to another Person.

(c) The Corporation does not renounce its interest in any corporate opportunity offered to anyNon-Employee Director (including any Non-Employee Director who serves as an officer of this Corporation) if such opportunity is expressly offered to such person solely in his or her capacity as a director or officer of the Corporation and the provisions of Section 5.2(b) shall not apply to any such corporate opportunity.

(d) In addition to and notwithstanding the foregoing provisions of this Section 5.2, a corporate opportunity shall not be deemed to be a potential corporate opportunity for the Corporation if it is a business opportunity that the Corporation is not financially able or contractually permitted or legally able to undertake, or that is, from its nature, not in the line of the Corporation's business or is of no practical advantage to it or that is one in which the Corporation has no interest or reasonable expectancy.

(e) For purposes of this Certificate (i) "***Affiliate***" shall mean (x) in respect of stockholders of the Corporation, any Person that, directly or indirectly, is controlled by such stockholder, controls such stockholder or is under common control with such stockholder and shall include any principal, member, manager, director, partner, shareholder, officer, employee or other representative of any of the foregoing (other than the Corporation and any entity that is controlled by the Corporation), (y) in respect of a Non-Employee Director, any Person that, directly or indirectly, is controlled by such Non-Employee Director (other than the Corporation and any entity that is controlled by the Corporation) and (z) in respect of the Corporation, any Person that, directly or indirectly, is controlled by the Corporation; and (ii) "***Person***" shall mean any individual, corporation, general or limited partnership, limited liability company, joint venture, trust, association or any other entity, and (iii) the Persons identified in (b)(i) and (ii) above shall be referred to, collectively, as "***Identified Persons***" and, individually, as an "***Identified Person***"; provided, however, that no employee, consultant or officer of the Corporation shall be an Identified Person.

(f) To the fullest extent permitted by law, any Person purchasing or otherwise acquiring any interest in any shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Section 5.2.

ARTICLE VI
BOARD OF DIRECTORS

Section 6.1 Board Powers. The business and affairs of the Corporation shall be managed by, or under the direction of, the Board. In addition to the powers and authority expressly conferred upon the Board by the DGCL, this Certificate or the Bylaws of the Corporation (the "***Bylaws***"), the Board is hereby authorized and empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject to the provisions of the DGCL, this Certificate and the Bylaws; provided, however, that no Bylaws hereafter adopted, or any amendments thereto, shall invalidate any prior act of the Board that would have been valid if such Bylaws had not been adopted.

Section 6.2 Election and Term.

(a) The total number of directors constituting the Board shall be determined from time to time exclusively by resolution adopted by a majority of the Whole Board. The Board shall initially be comprised of seven (7) directors, the composition of which shall be determined pursuant to the Plan of Reorganization (including any supplements thereto). The directors shall consist of a single class, with the initial term of office to expire at the 2020 annual meeting of stockholders to take place in 2020, and each director shall hold office until his or her successor shall have been duly elected and qualified, subject, however, to such director's earlier death, resignation, retirement, disqualification, removal or incapacity. For purposes of this Certificate, "***Whole Board***" shall mean the total number of directors the Corporation would have if there were no vacancies.

(b) Subject to Section 6.6, at each annual meeting of stockholders, directors elected to succeed those directors whose terms then expire shall be elected for a term of office to expire at the next succeeding annual meeting of stockholders after their election, with each director to hold office until his or her successor shall have been duly elected and qualified, subject, however, to such director's earlier death, resignation, retirement, disqualification, removal or incapacity.

(c) Unless and except to the extent that the Bylaws shall so require, the election of directors of the Corporation need not be by written ballot.

Section 6.3 Directorships and Vacancies. Subject to Section 6.6, directorships resulting from an increase in the number of directors and any vacancies on the Board resulting from death, resignation, retirement, disqualification, removal, incapacity or other cause may be filled solely by a majority vote of the directors then in office, even if less than a quorum, or by a sole remaining director (and not by stockholders), and any director so chosen shall hold office for the remainder of the full term and until his or her successor has been elected and qualified, subject, however, to such director's earlier death, resignation, retirement, disqualification, removal or incapacity.

Section 6.4 Cumulative Voting. There shall be no cumulative voting in the election of directors.

Section 6.5 Removal. Subject to Section 6.6, any or all of the directors may be removed from office at any time, but only by the affirmative vote of holders of at least a majority of the outstanding shares of Common Stock entitled to vote generally in the election of directors, voting together as a single class.

Section 6.6 Preferred Stock – Directors. Notwithstanding any other provision of this Article VI, and except as otherwise required by law, whenever the holders of one or more series of Preferred Stock shall have the right, voting separately by class or series, to elect one or more directors, the term of office, the filling of vacancies, the removal from office and other features of such directorships shall be governed by the terms of such series of Preferred Stock as set forth in this Certificate (including any Preferred Stock Designation).

ARTICLE VII
BYLAWS

Section 7.1 Bylaws. In furtherance and not in limitation of the powers conferred upon it by law, the Board shall have the power to adopt, amend, alter or repeal the Bylaws by the affirmative vote of a majority of the Board. The Bylaws also may be adopted, amended, altered or repealed without Board action by the affirmative vote of the holders of a majority of the voting power of all outstanding shares of Common Stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, in addition to any vote of the holders of any class or series of capital stock of the Corporation required by applicable law or the Certificate of Incorporation.

ARTICLE VIII
MEETINGS OF STOCKHOLDERS

Section 8.1 Action by Written Consent. Subject to any restrictions or requirements set forth in the Bylaws, any action required or permitted to be taken by stockholders of the Corporation at any meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by holders of outstanding stock having not less than the minimum voting power that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

Section 8.2 Special Meetings. Except as otherwise required by law or the terms of any one or more series of Preferred Stock, special meetings of stockholders of the Corporation may be called only by the Chairman of the Board, the Board pursuant to a resolution adopted by a majority of the Board, or the Secretary of the Corporation upon the request of stockholders holding at least a majority of the outstanding shares of Common Stock in accordance with the procedures set forth in the Bylaws.

Section 8.3 Advance Notice. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws.

ARTICLE IX
LIMITATION ON LIABILITY OF DIRECTORS

Section 9.1 Limitation on Liability of Directors. To the fullest extent that the DGCL or any other law of the State of Delaware as the same exists or is hereafter amended permits the limitation or elimination of the liability of directors, no Person who is or was a director of the Corporation shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director. Any repeal or amendment of this Article IX as permitted by this Certificate or by changes in law, or the adoption of any other provision of this Certificate inconsistent with thisArticle IX will, unless otherwise required by law, be prospective only (except to the extent such amendment or change in law permits the Corporation to further limit or eliminate the liability of directors) and shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or amendment or adoption of such inconsistent provision with respect to acts or omissions occurring prior to such repeal or amendment or adoption of such inconsistent provision.

ARTICLE X
INDEMNIFICATION

Section 10.1 Right to Indemnification.

(a) To the fullest extent permitted by applicable law, the Corporation shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding ("***Proceeding***"), whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the Person is or was a director or officer of the Corporation, or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust or other enterprise ("***Other Entity***"), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Person in connection with such Proceeding if the Person acted in good faith and in a manner the Person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the Person's conduct was unlawful, provided, however, that the Corporation shall not be obligated to indemnify against any amount paid in settlement unless the Corporation has consented to such settlement. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner which the Person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or Proceeding, had reasonable cause to believe that the Person's conduct was unlawful. To the extent specified by the members of the Board not party to the applicable action or suit at any time and to the fullest extent permitted by law, the Corporation shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the Person is or was a director or officer of the Corporation, or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or agent of an Other Entity against expenses (including attorneys' fees) actually and reasonably incurred by the Person in connection

with the defense or settlement of such action or suit if the Person acted in good faith and in a manner the Person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such Person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware (the "***Court of Chancery***") or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

(b) The Corporation may indemnify to the fullest extent permitted by law any person who is not a director or officer of the Corporation to whom the Corporation is permitted by applicable law to provide indemnification, whether pursuant to, or provided by, the DGCL or other rights created by (i) resolution of stockholders, (ii) resolution of directors, or (iii) a written agreement providing for such indemnification authorized by any officer designated by the Board for such purpose, it being expressly intended that this Certificate authorize the creation of such rights in any such manner.

Section 10.2 Reimbursement or Advancement of Expenses. The Corporation shall, from time to time, reimburse or advance to any director or officer or other Person entitled to indemnification hereunder the funds necessary for payment of expenses, including attorneys' fees and disbursements, incurred in connection with any Proceeding, in advance of the final disposition of such Proceeding; provided, however, that, if required by the DGCL, such expenses incurred by or on behalf of any director or officer or other Person may be paid in advance of the final disposition of a Proceeding only upon receipt by the Corporation of an undertaking, by or on behalf of such director or officer (or other Person indemnified hereunder), to repay any such amount so advanced if it shall ultimately be determined by final judicial decision from which there is no further right of appeal that such director, officer or other Person is not entitled to be indemnified for such expenses.

Section 10.3 Claims by Indemnifiable Persons. If a claim for indemnification or advancement of expenses under this Article X is not paid in full within 45 days after a written claim therefor by any Person entitled to indemnification and/or advancement of expenses under this Article X (an "***Indemnifiable Person***") has been received by the Corporation (and any undertaking required under Section 10.2), the Indemnifiable Person may file suit to recover the unpaid amount of such claim. In any such action the Corporation shall have the burden of proving that the Indemnifiable Person is not entitled to the requested indemnification or advancement of expenses under law. Neither the failure of the Corporation (including its Board or a committee thereof, its independent legal counsel and its stockholders) to have made a determination prior to the commencement of such action that such indemnification or reimbursement or advancement of expenses is proper in the circumstances nor an actual determination by the Corporation (including its Board or a committee thereof, its independent legal counsel and its stockholders) that such Indemnifiable Person is not entitled to such indemnification or reimbursement or advancement of expenses shall constitute a defense to the action or create a presumption that such Indemnifiable Person is not so entitled. Such an Indemnifiable Person shall also be indemnified, to the fullest extent permitted by law, for any expenses incurred in connection with successfully establishing such Indemnifiable Person's right to such indemnification or reimbursement or advancement of expenses, in whole or in part, in any such action. Any right to indemnification or reimbursement or advancement of expenses shall be determined by the applicable law in effect at the time indemnification or reimbursement or advancement of expenses is sought.

Section 10.4 Non-Exclusivity of Rights. The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Article X shall not be deemed exclusive of any other rights to which a Person seeking indemnification or reimbursement or advancement of expenses may have or hereafter be entitled under any statute, this Certificate, the Bylaws, any agreement (including any policy of insurance purchased or provided by the Corporation under which directors, officers, employees and other agents of the Corporation are covered), any vote of the holders of capital stock of the Corporation entitled to vote or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

Section 10.5 Continuing Rights. The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Article X shall continue as to a Person who has ceased to be a director or officer (or other Person indemnified hereunder) and shall inure to the benefit of the executors, administrators, legatees and distributees of such Person.

Section 10.6 Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any Person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of an Other Entity, against any liability asserted against such Person and incurred by such Person in any such capacity, or arising out of such Person's status as such, whether or not the Corporation would have the power to indemnify such Person against such liability under the provisions of this Article X, the Bylaws or under Section 145 of the DGCL or any other provision of law.

Section 10.7 Contract Rights; Amendment or Repeal. The provisions of this Article X shall be a contract between the Corporation, on the one hand, and each director and officer who serves in such capacity at any time while this Article X is in effect and any other Person indemnified hereunder, on the other hand, pursuant to which the Corporation and each such director, officer, or other Person intend to be legally bound. Notwithstanding anything to the contrary contained in this Certificate, no amendment, repeal or modification of this Article X shall affect any rights or obligations with respect to any state of facts then or theretofore existing or any Proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

Section 10.8 Requested Services. Any director, officer, employee, fiduciary or agent of the Corporation serving in any capacity in (i) another corporation of which a majority of the shares entitled to vote in the election of its directors is held, directly or indirectly, by the Corporation or (ii) any employee benefit plan of the Corporation or any corporation referred to in clause (i) shall be deemed to be doing so at the request of the Corporation.

Section 10.9 Indemnitor of First Resort. It is the intent that with respect to all advancement, reimbursement and indemnification obligations under this Article X, the Corporation shall be the indemnitor of first resort (*i.e.*, its obligations to indemnitees under this Certificate are primary and any obligation of any stockholder (or any of its Affiliates) to provide advancement or indemnification for the same losses incurred by indemnitees are secondary), and if a stockholder pays or causes to be paid, for any reason, any amounts otherwise indemnifiable hereunder or under any other indemnification agreement (whether pursuant to this Certificate, the Bylaws, contract, law or regulation), then (i) such stockholder (or such Affiliate, as the case may be) shall be fully subrogated to all rights hereunder of the indemnitee with respect to such payment and (ii) the Corporation shall reimburse such stockholder (or such Affiliate, as the case may be) for the payments actually made and waive any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of such stockholder (or such Affiliate, as the case may be).

ARTICLE XI
AMENDMENT OF CERTIFICATE OF INCORPORATION

Section 11.1 Amendment of Certificate of Incorporation. Subject to Section 4.2, this Certificate may be amended, restated, amended and restated or otherwise modified only with (i) the affirmative vote of a majority of the Board and (ii) the affirmative vote of the holders of a majority of the voting power of all outstanding shares of Common Stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, in addition to any vote of the holders of any class or series of capital stock of the Corporation required by applicable law. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate (including any Preferred Stock Designation), in the manner now or hereafter prescribed by this Certificate and the DGCL, and, except as set forth in Article IX and Article X, all rights, preferences and privileges herein conferred upon stockholders, directors or any other persons by and pursuant to this Certificate in its present form or as hereafter amended are granted subject to the right reserved in this Article XI.

ARTICLE XII
SECTION 203

Section 12.1 Section 203. The Corporation shall not be governed by the provisions of Section 203 of the DGCL.

ARTICLE XIII
ENFORCEABILITY; SEVERABILITY; FORUM FOR ADJUDICATION OF DISPUTES

Section 13.1 Enforceability; Severability. Each provision of this Certificate shall be enforceable in accordance with its terms to the fullest extent permitted by law, but in case any one or more of the provisions contained in this Certificate shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Certificate, and this Certificate shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

Section 13.2 Exclusive Forum. Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for (a) any derivative action or Proceeding brought on behalf of the Corporation, (b) any action or Proceeding asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, other employee or stockholder of the

Corporation to the Corporation or the Corporation's stockholders, (c) any action or Proceeding asserting a claim arising pursuant to any provision of the DGCL, this Certificate or the Bylaws (as each may be amended from time to time) or as to which the DGCL confers jurisdiction on the Court of Chancery or (d) any action or Proceeding asserting a claim governed by the internal affairs doctrine shall, in each case, be the Court of Chancery (or, if and only if the Court of Chancery lacks subject matter jurisdiction, the federal district court for the District of Delaware). Any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Section 13.2.

Section 13.3 Stockholder Consent to Personal Jurisdiction. If any action the subject matter of which is within the scope of Section 13.2 above is filed in a court other than a court located within the State of Delaware without the approval of the Board (a "***Foreign Action***") in the name of any stockholder, such stockholder shall be deemed to have consented to (a) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce Section 13.2 above (an "***FSC Enforcement Action***") and (b) having service of process made upon such stockholder in any such FSC Enforcement Action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Incorporation as of this 26th day of March, 2019.

Parker Drilling Company

/s/ Jennifer F. Simons
Name: Jennifer F. Simons
Title: Vice President, General Counsel and Secretary

[*Signature Page to Amended and Restated Certificate of Incorporation*]

AMENDED AND RESTATED BYLAWS OF

PARKER DRILLING COMPANY

Incorporated under the Laws of the State of Delaware

Effective as of March 26, 2019

ARTICLE I
OFFICES

Section 1.01 **Registered Office.** The registered office of Parker Drilling Company (the "*Corporation*") within the State of Delaware shall be located at either (a) the principal place of business of the Corporation in the State of Delaware or (b) the office of the corporation or individual acting as the Corporation's registered agent in Delaware.

Section 1.02 **Additional Offices.** The Corporation may, in addition to its registered office in the State of Delaware, have such other offices and places of business, both within and outside the State of Delaware, as the Board of Directors of the Corporation (the "*Board*") may from time to time determine or as the business and affairs of the Corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 2.01 **Annual Meetings.** The annual meeting of stockholders shall be held at such place and time and on such date as shall be determined by the Board and stated in the notice of the meeting; provided, that the Board may in its sole discretion determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication pursuant to Section 8.05(A). At each annual meeting, the stockholders shall elect directors of the Corporation and may transact any other business as may properly be brought before the meeting.

Section 2.02 **Special Meetings.**

(A) Except as otherwise required by applicable law or provided in the Corporation's Amended and Restated Certificate of Incorporation, as the same may be amended or restated from time to time (the "***Certificate of Incorporation***"), special meetings of stockholders, for any purpose or purposes, may be called only by (i) the Chairman of the Board, (ii) the Board pursuant to a resolution adopted by a majority of the Board or (iii) the Secretary upon the delivery of a written request complying with Section 2.02(B) of these Bylaws to the Corporation by the holders of at least a majority of the outstanding shares of the common stock of the Corporation ("***Common Stock***"), in the aggregate (a "***Stockholder-Requested Meeting***"). Special meetings of stockholders shall be held at such place and time and on such date as shall be determined by the Board and stated in the Corporation's notice of the meeting, provided that the Board may in its sole discretion determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication pursuant to Section 8.05(A).

(B) To be valid, a written request for a Stockholder-Requested Meeting must (i) be in writing, signed and dated by or on behalf of one or more stockholder(s) of record representing at least a majority of the outstanding shares of Common Stock, (ii) set forth the proposed date, time and place of the special meeting (which may not be earlier than 30 days after the date the request is delivered or 90 days in the case of a Stockholder-Requested Meeting to elect directors), provided, for the avoidance of doubt, that such proposed date, time and place of the special meeting shall not be binding on the Corporation or the Board, (iii) set forth a statement of the purpose or purposes of and the matters proposed to be acted on at the special meeting, (iv) include the information required by Section 2.07(A) or Section 3.02 of these Bylaws to be set forth in a stockholder's notice for the proposal of business or nominations, as applicable, and (v) be delivered personally or sent by certified or registered mail, return receipt requested, to the Secretary at the principal executive offices of the Corporation. If the Board determines that a stockholder request pursuant to Section 2.02(A)(iii) is valid, the Board will determine the time and place, if any, of a Stockholder-Requested Meeting, which time will be not less than 30 days nor more than 90 days after the receipt of such request, and will set a record date for the determination of stockholders entitled to vote at such meeting in the manner set forth in Section 8.02 hereof. Notwithstanding the foregoing, a Stockholder-Requested Meeting need not be held if (1) the special meeting request relates to an item of business that is not a proper subject for stockholder action under applicable law, (2) the special meeting request is delivered during the period commencing 90 days prior to the first anniversary of the immediately preceding annual meeting of stockholders and ending on the earlier of (x) the date of the next annual meeting and (y) 30 calendar days after the first anniversary of the date of the immediately preceding annual meeting, (3) an identical or substantially similar item (as determined in good faith by the Board, a "***Similar Item***"), other than the election of directors, was presented at a meeting of the stockholders held not more than 12 months before the special meeting request is delivered, (4) a Similar Item was presented at a meeting of the stockholders held not more than 90 days before the special meeting request is delivered (and, for purposes of this clause (4), the election of directors shall be deemed a "Similar Item" with respect to all items of business involving the election or removal of directors), (5) a Similar Item is included in the Corporation's notice as an item of business to be brought before a stockholder meeting that has been called by the time the special meeting request is delivered but not yet held or (6) the special meeting request was made in a manner that involved a violation of Regulation 14A under the Securities Exchange Act of 1934, as amended and the rules and regulations promulgated thereunder (the "***Exchange Act***"). No business may be transacted at a special meeting, including a Stockholder-Requested Meeting, unless specified in the Corporation's notice of meeting.

Section 2.03 **Notices.** Notice of each stockholders meeting stating the place, if any, date, and time of the meeting, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, and the record date for determining the stockholders entitled to vote at the meeting if such date is different from the record date for determining stockholders entitled to notice of the meeting shall be given in the manner permitted by Section 8.03 to each stockholder entitled to vote thereat as of the record date for determining the stockholders entitled to notice of the meeting. Unless otherwise provided by applicable law or the Certificate of Incorporation, such notice shall be given by the Corporation not less than 10 nor more than 60 days before the date of the meeting. If said notice is for a stockholders meeting other than an annual meeting, it shall in addition state the purpose or purposes for which the meeting is called, and the business transacted at such meeting shall be limited to the matters so stated in the Corporation's notice of meeting (or any supplement thereto). Any meeting of stockholders as to which notice has been given may be postponed or rescheduled, and any special meeting of stockholders as to which notice has been given may be cancelled, postponed or rescheduled, by the Board upon public announcement (as defined in Section 2.07(C)) given before the date previously scheduled for such meeting.

Section 2.04 **Quorum.** Except as otherwise provided by applicable law, the Certificate of Incorporation or these Bylaws, the presence, in person or by proxy, at a stockholders meeting of the holders of shares of outstanding Common Stock representing a majority of the voting power of all outstanding shares of Common Stock entitled to vote at such meeting shall constitute a quorum for the transaction of business at such meeting, except that when specified business is to be voted on by a class or series of stock voting as a class, the holders of shares representing a majority of the voting power of the outstanding shares of such class or series shall constitute a quorum of such class or series for the transaction of such business. Whether or not a quorum is present or represented by proxy at any meeting of the stockholders, the chairman of the meeting may adjourn the meeting from time to time in the manner provided in Section 2.06 until a quorum shall attend. The stockholders present at a duly convened meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. If a quorum is present at the original duly organized meeting, it is also present at an adjourned session of such meeting. Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the voting power of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation or any such other corporation to vote shares held by it in a fiduciary capacity.

Section 2.05 **Voting of Shares.**

(A) Voting Lists. The Corporation shall prepare, at least 10 days before every meeting of stockholders, a complete list of the stockholders of record entitled to vote at the meeting (provided, however, if the record date for determining the stockholders entitled to vote is less than 10 days before the meeting date, the list shall reflect the stockholders entitled to vote as of the 10th day before the meeting date), arranged in alphabetical order for each class of stock and showing the address and the number of shares registered in the name of each stockholder. Nothing contained in this Section 2.05(A) shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of at least 10 days prior to the meeting: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. If the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then the list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be examined by any stockholder who is present. If a meeting of stockholders is to be held solely by means of remote communication as permitted by Section 8.05(A), then such list shall be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of meeting. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list required by this Section 2.05(A) or to vote in person or by proxy at any meeting of stockholders.

(B) Manner of Voting. At any stockholders meeting, every stockholder entitled to vote may vote in person or by proxy. If authorized by the Board, the voting by stockholders or proxyholders at any meeting conducted by remote communication may be effected by a ballot submitted by Electronic Transmission (as defined in Section 8.03), provided that any such Electronic Transmission must either set forth or be submitted with information from which the Corporation can determine that the Electronic Transmission was authorized by the stockholder or proxyholder. The Board, in its discretion, or the chairman of the meeting of stockholders, in such person's discretion, may require that any votes cast at such meeting shall be cast by written ballot.

(C) Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. Proxies need not be filed with the Secretary until the meeting is called to order, but shall be filed with the Secretary before being voted. Without limiting the manner in which a stockholder may authorize another person or persons to act for such stockholder as proxy, either of the following shall constitute a valid means by which a stockholder may grant such authority:

(1) A stockholder may execute a writing authorizing another person or persons to act for such stockholder as proxy. Execution may be accomplished by the stockholder or such stockholder's authorized officer, director, employee or agent signing such writing or causing such person's signature to be affixed to such writing by any reasonable means, including, but not limited to, by facsimile or other reproduction signature.

(2) A stockholder may authorize another person or persons to act for such stockholder as proxy by transmitting or authorizing the transmission of an Electronic Transmission to the person who will be the holder of the proxy or to a proxy solicitation firm, proxy support service organization or like agent duly authorized by the person who will be the holder of the proxy to receive such transmission, provided that any such Electronic Transmission must either set forth or be submitted with information from which it can be determined that the Electronic Transmission was authorized by the stockholder. To the extent required by law, if it is determined that any such Electronic Transmission is valid, the inspectors or, if there are no inspectors, such other persons making that determination, shall specify the information upon which they relied.

(3) A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy that is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary a revocation of the proxy or a new proxy bearing a later date.

Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission authorizing another person or persons to act as proxy for a stockholder may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used; provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

(D) Required Vote. Subject to the rights of the holders of one or more series of preferred stock of the Corporation ("***Preferred Stock***"), voting separately by class or series, to elect directors pursuant to the terms of one or more series of Preferred Stock, the election of directors shall be determined by a plurality of the votes cast by the stockholders present in person or represented by proxy at the meeting and entitled to vote thereon. All other matters shall be determined by the vote of a majority of the votes cast by the stockholders present in person or represented by proxy at the meeting and entitled to vote thereon, unless the matter is one upon which, by applicable law, the Certificate of Incorporation, these Bylaws or applicable stock exchange rules, a different vote is required, in which case such provision shall govern and control the decision of such matter.

(E) Inspectors of Election. The Board may, and shall if required by law, in advance of any meeting of stockholders, appoint one or more persons as inspectors of election, who may be employees of the Corporation or otherwise serve the Corporation in other capacities, to act at such meeting of stockholders or any adjournment thereof and to make a written report thereof. The Board may appoint one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspectors of election or alternates appointed by the Board are able to act at a meeting of stockholders, the chairman of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before discharging his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall ascertain and report the number of outstanding shares and the voting power of each; determine the number of shares present in person or represented by proxy at the meeting and the validity of proxies and ballots; count all votes and ballots and report the results; determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors; and certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. Such certification and report shall specify such other information as may be required by law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the Corporation, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for an office at an election may serve as an inspector at such election. Each report of an inspector shall be in writing and signed by the inspector or by a majority of them if there is more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors.

Section 2.06 **Adjournments.** Any meeting of stockholders, annual or special, may be adjourned by the chairman of the meeting, from time to time, whether or not there is a quorum, to reconvene at the same or some other place. Notice need not be given of any such adjourned meeting if the date, time and place, if any, thereof, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting the stockholders, or the holders of any class or series of stock entitled to vote separately as a class, as the case may be, may transact any business that might have been transacted at the original meeting. If the adjournment is for more than 30 days, notice of the adjourned

meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix a new record date for notice of such adjourned meeting in accordance with Section 2.03, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date fixed for notice of such adjourned meeting.

Section 2.07 **Advance Notice for Business.**

(A) Annual Meetings of Stockholders. No business may be transacted at an annual meeting of stockholders, other than business that is either (i) specified in the Corporation's notice of meeting (or any supplement thereto) given by or at the direction of the Board, (ii) otherwise properly brought before the annual meeting by or at the direction of the Board or (iii) otherwise properly brought before the annual meeting by any stockholder of the Corporation (x) who is a stockholder of record on both the date of the giving of the notice provided for in this Section 2.07(A) and the record date for the determination of stockholders entitled to vote at such meeting, (y) who is entitled to vote at such annual meeting and (z) who complies with the notice procedures set forth in this Section 2.07(A). Except for proposals properly made in accordance with Rule 14a-8 under the Exchange Act, and included in the notice of meeting given by or at the direction of the Board, the foregoing clause (iii) shall be the exclusive means for a stockholder to propose business to be brought before an annual meeting of stockholders. Stockholders seeking to nominate persons for election to the Board must comply with Section 3.02, and this Section 2.07 shall not be applicable to nominations.

(1) In addition to any other applicable requirements, for business (other than nominations) to be properly brought before an annual meeting by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary and such business must otherwise be a proper matter for stockholder action. Subject to Section 2.07(A)(4), to be timely, a stockholder's notice to the Secretary with respect to such business must (x) comply with the provisions of this Section 2.07(A)(1) and (y) be timely updated by the times and in the manner required by the provisions of Section 2.07(A)(3). A stockholder's notice must be received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the 90th day nor earlier than the opening of business on the 120th day before the anniversary date of the immediately preceding annual meeting of stockholders; provided, however, that if the annual meeting is called for a date that is more than 30 days earlier or more than 60 days later than such anniversary date or if no annual meeting occurred in the immediately preceding year, notice by the stockholder to be timely must be so received not earlier than the opening of business on the 120th day before the meeting and not later than the later of (x) the close of business on the 90th day before the meeting or (y) the close of business on the 10th day following the day on which public announcement of the date of the annual meeting is first made by the Corporation. The public announcement of an adjournment or postponement of an annual meeting shall not commence a new time period for the giving of a stockholder's notice as described in this Section 2.07(A).

(2) To be in proper written form, a stockholder's notice to the Secretary with respect to any business (other than nominations, which are addressed in Section 3.02 hereof) must set forth (A) as to each such matter such stockholder proposes to bring before the annual meeting (1) a brief description of the business desired to be brought before the annual meeting and any material interest in such business of such stockholder and any Stockholder Associated Person (as defined below), individually or in the aggregate, (2) the text of the proposal or business (including the text of any resolutions proposed for consideration and if such business includes a proposal to amend these Bylaws, the text of the proposed amendment) and (3) the reasons for conducting such business at the annual meeting, (B) the name and address of the stockholder proposing such business, as they appear on the Corporation's books, and the name and address of any Stockholder Associated Person, (C) the class or series and number of shares of capital stock of the Corporation that are owned of record or are directly or indirectly owned beneficially by such stockholder and by any Stockholder Associated Person (provided that, solely for purposes of the disclosure required by this Section 2.07(A)(2)(C), such stockholder and any Stockholder Associated Persons shall be deemed to beneficially own any shares of any class or series and number of shares of capital stock of the Corporation as to which such stockholder or Stockholder Associated Person has a right to acquire beneficial ownership at any time in the future), (D) any option, warrant, convertible security, stock appreciation right, swap or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, whether or not such instrument or right is subject to settlement in the underlying class or series of shares of the Corporation or otherwise (a "***Derivative Instrument***") directly or indirectly owned beneficially by such stockholder or by any Stockholder Associated Person and any other direct or indirect opportunity of such stockholder or any Stockholder Associated Person to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation, (E) any proxy, contract, arrangement, understanding or relationship pursuant to which such stockholder or any Stockholder Associated Person has a right to vote any shares of the Corporation, (F) any short interest in any security of the Corporation held by such stockholder or any Stockholder Associated Person (for purposes of this Section 2.07 a person shall be deemed to have a short interest in a security if such person directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any decrease in the value of the subject security), (G) any rights to dividends on the shares of the Corporation owned beneficially by such stockholder or Stockholder Associated Person that are separated or separable from the underlying shares of the Corporation, (H) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership or limited liability company or similar entity in which such stockholder or any Stockholder Associated Person is a general partner or, directly or indirectly, beneficially owns an interest in a general partner, or is the manager or managing member of or directly or indirectly beneficially owns any interest in the manager or managing member of a limited liability company or similar entity, (I) any performance-related fees (other than an asset-based fee) that such stockholder or any Stockholder Associated Person is entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any, (J) any such interests described in clauses (D) through (I) of this paragraph held by members of such stockholder's or any Stockholder Associated Person's immediate family sharing the same household, (K) a complete and accurate description of

all agreements, arrangements or understandings (written or oral) between or among such stockholder, any Stockholder Associated Person or any other person or persons (including their names) in connection with the proposal of such business by such stockholder, (L) any other information relating to such stockholder and any Stockholder Associated Person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitation of proxies for election of directors (even if an election contest is not involved), or would be otherwise required, in each case pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder, (M) a representation that such stockholder intends to appear in person or by proxy at the annual meeting to bring such business before the meeting, and (N) a statement of whether such stockholder or any Stockholder Associated Person intends, or is part of a group that intends, to (1) deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding shares of capital stock required to approve or adopt the proposal and/or (2) otherwise solicit proxies in connection with the proposal and (O) such stockholder's representation as to the accuracy of the information set forth in the notice to the best of its knowledge.

(3) A stockholder providing notice of business proposed to be brought before an annual meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2.07(A) shall be true and correct as of the record date for determining the stockholders entitled to notice of the meeting and as of the date that is 10 business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the Corporation (x) in the case of the update and supplement required to be made as of such record date, not later than 5 business days after such record date and (y) in the case of the update and supplement required to be made as of 10 business days prior to the meeting or any adjournment or postponement thereof, as applicable, not later than 8 business days prior to the date for the meeting or any adjournment or postponement thereof, if practicable (or if not practicable, on the first practicable date prior to the date for the meeting or such adjournment or postponement thereof).

(4) The foregoing notice requirements of this Section 2.07(A) shall be deemed satisfied by a stockholder as to any proposal (other than nominations) if the stockholder has notified the Corporation of such stockholder's intention to present such proposal at an annual meeting in compliance with Rule 14a-8 (or any successor thereof) of the Exchange Act, and such stockholder's proposal has been included in a proxy statement prepared by the Corporation to solicit proxies for such annual meeting. No business shall be conducted at the annual meeting of stockholders except business brought before the annual meeting in accordance with the procedures set forth in this Section 2.07(A), provided, however, that once business has been properly brought before the annual meeting in accordance with such procedures, nothing in this Section 2.07(A) shall be deemed to preclude discussion by any stockholder of any such business. If the Board or the chairman of the annual meeting determines that any stockholder proposal was not made in accordance with the provisions of this Section 2.07(A) or that the information provided in a stockholder's notice does not satisfy the information requirements of this Section 2.07(A), such proposal shall not be presented for action at the annual meeting. Notwithstanding the foregoing provisions of

this Section 2.07(A), if the stockholder (or a qualified representative of the stockholder) does not appear at the annual meeting of stockholders of the Corporation and present the proposed business, such proposed business shall not be transacted, notwithstanding that proxies in respect of such matter may have been received by the Corporation.

(5) In addition to the provisions of this Section 2.07(A), a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth herein; provided, however, that any references herein to the Exchange Act or the rules and regulations promulgated thereunder are not intended to and shall not limit any requirements applicable to proposals as to any business to be considered pursuant to this Section 2.07(A) and compliance with this Section 2.07(A) shall be the exclusive means for a stockholder to submit business (other than business properly brought under and in compliance with Rule 14a-8 of the Exchange Act or any successor provision). Nothing in this Section 2.07(A) shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

(B) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been stated in the notice of such special meeting. The proposal by stockholders of other business to be conducted at a special meeting of stockholders may be made only in accordance with Section 2.02. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting only pursuant to Section 3.02.

(C) Definitions. For purposes of these Bylaws, "***public announcement***" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act; and "***Stockholder Associated Person***" shall mean for any stockholder (i) any person controlling, directly or indirectly, or acting in concert with, such stockholder, (ii) any beneficial owner of shares of stock of the Corporation owned of record or beneficially by such stockholder, or (iii) any person controlling, controlled by or under common control with such person referred to in the preceding clauses (i) and (ii).

Section 2.08 **Conduct of Meetings.** The chairman of each annual and special meeting of stockholders shall be the Chairman of the Board or, in the absence (or inability or refusal to act) of the Chairman of the Board, such other person as shall be appointed by the Board. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the chairman of the meeting. The Board may adopt such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with these Bylaws or such rules and regulations as adopted by the Board, the chairman of any meeting of stockholders shall have the right and authority to convene and to adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the chairman of the meeting, may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting; (b) rules and

procedures for maintaining order at the meeting and the safety of those present; (c) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (d) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (e) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure. The secretary of each annual and special meeting of stockholders shall be the Secretary or, in the absence (or inability or refusal to act) of the Secretary, an Assistant Secretary so appointed to act by the chairman of the meeting. In the absence (or inability or refusal to act) of the Secretary and all Assistant Secretaries, the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.09 **Consents in Lieu of Meeting.**

(A) Except as otherwise provided by law or by the Certificate of Incorporation, any action required or permitted to be taken by stockholders of the Corporation at any meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by holders of outstanding stock having not less than the minimum voting power that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which date shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board. Any stockholder of record seeking to have the stockholders authorize or take corporate action by written consent shall, by delivery of a written notice sent by certified or registered mail, return receipt requested, to the Secretary at the principal executive offices of the Corporation, request that the Board fix a record date, and such written notice shall include such information as would have been required to be provided under Section 2.02 if the stockholders had requested that a Stockholder-Requested Meeting be held to take such action. The Board shall promptly, but in all events within 10 days after the date on which such written notice is received, adopt a resolution fixing the record date (unless a record date has previously been fixed by the Board pursuant to this Section 2.09(A)). If no record date has been fixed by the Board pursuant to this Section 2.09(A), the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board is required by applicable law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or to an officer or agent of the Corporation having custody of the book or books in which meetings of stockholders are recorded. If no record date has been fixed by the Board pursuant to this Section 2.09(A), the record date for determining stockholders entitled to consent to corporate action in writing without a meeting if prior action by the Board is required by applicable law shall be at the close of business on the date on which the Board adopts the resolution taking such prior action.

(B) In the event of the delivery, in the manner provided by Section 2.09(A) and applicable law, to the Corporation of written consent or consents to take corporate action and/or any related revocation or revocations, the Corporation shall engage independent inspectors of elections for the purpose of performing promptly a ministerial review of the validity of the consents and revocations. For the purpose of permitting the inspectors to perform such review, no action by written consent without a meeting shall be effective until such inspectors have completed their review, determined that the requisite number of valid and unrevoked consents delivered to the Corporation in accordance with this Section 2.09 and applicable law have been obtained to authorize or take the action specified in the consents, and certified such determination for entry in the records of the Corporation kept for the purpose of recording the proceedings of meetings of stockholders. Nothing contained in this Section 2.09(B) shall in any way be construed to suggest or imply that the Board or any stockholder shall not be entitled to contest the validity of any consent or revocation thereof, whether before or after such certification by the independent inspectors, or to take any other action (including, without limitation, the commencement, prosecution or defense of any litigation with respect thereto, and the seeking of injunctive relief in such litigation).

ARTICLE III
DIRECTORS

Section 3.01 **Powers; Term.**

(A) The business and affairs of the Corporation shall be managed by or under the direction of the Board, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws required to be exercised or done by the stockholders.

(B) The number of directors constituting the Board shall be as set forth in the Certificate of Incorporation or shall be fixed from time to time exclusively pursuant to a resolution adopted by a majority of the Whole Board. For purposes of these Bylaws, "***Whole Board***" shall mean the total number of directors the Corporation would have if there were no vacancies.

(C) The Board shall consist of a single class of directors. Directors need not be stockholders or residents of the State of Delaware. The term of office of each director will be from the time of his or her respective election until the next annual meeting of stockholders or until his or her respective successor is duly elected and qualified, except as in the case of such director's earlier death, resignation, retirement, disqualification, removal or incapacity.

(D) The Board may appoint one or more Board observers as it determines from time to time in its sole discretion.

Section 3.02 **Advance Notice for Nomination of Directors.**

(A) Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors by the stockholders of the Corporation, except as may be otherwise provided by (x) the Certificate of Incorporation or (y) the terms of one or more series of Preferred Stock with respect to the rights of holders of one or more series of Preferred Stock to elect directors. Nominations of persons for election to the Board at any annual meeting of stockholders, or at any special meeting of stockholders called for the purpose of electing directors as set forth in the Corporation's notice of such special meeting, may be made (i) by or at the direction of the Board (or, in the case of a special meeting, by the stockholders pursuant to

Section 2.02) or (ii) by any stockholder of the Corporation (x) who is a stockholder of record on the date of the giving of the notice provided for in this Section 3.02 and the record date for the determination of stockholders entitled to vote at such meeting, (y) who is entitled to vote in the election of directors at such meeting and (z) who complies with the notice procedures set forth in this Section 3.02 provided, in the case of a special meeting, that the Board (or the stockholders pursuant to Section 2.02) has determined that directors shall be elected at such special meeting.

(B) In addition to any other applicable requirements, for a nomination to be made by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary. To be timely, a stockholder's notice to the Secretary must (x) comply with the provisions of this Section 3.02(B) and (y) be timely updated by the times and in the manner required by the provisions ofSection 3.02(E). A stockholder's notice must be received by the Secretary at the principal executive offices of the Corporation (i) in the case of an annual meeting, not later than the close of business on the 90th day nor earlier than the opening of business on the 120th day before the anniversary date of the immediately preceding annual meeting of stockholders; provided, however, that if the annual meeting is called for a date that is more than 30 days earlier or more than 60 days after such anniversary date or if no annual meeting occurred in the immediately preceding year, notice by the stockholder to be timely must be so received not earlier than the opening of business on the 120th day before the meeting and not later than the later of (A) the close of business on the 90th day before the meeting or (B) the close of business on the 10th day following the day on which public announcement of the date of the annual meeting is first made by the Corporation; and (ii) in the case of a special meeting of stockholders called for the purpose of electing directors, not earlier than the opening of business on the 120th day before the meeting and not later than the later of (A) the close of business on the 90th day before the meeting or (B) the close of business on the 10th day following the day on which public announcement of the date of the special meeting is first made by the Corporation. The public announcement of an adjournment or postponement of an annual meeting or special meeting shall not commence a new time period for the giving of a stockholder's notice as described in this Section 3.02.

(C) Notwithstanding anything in paragraph (B) to the contrary, if the number of directors to be elected to the Board at an annual meeting is greater than the number of directors whose terms expire on the date of the annual meeting and there is no public announcement by the Corporation naming all of the nominees for the additional directors to be elected or specifying the size of the increased Board before the close of business on the 90th day prior to the anniversary date of the immediately preceding annual meeting of stockholders, a stockholder's notice required by this Section 3.02 shall also be considered timely, but only with respect to nominees for the additional directorships created by such increase that are to be filled by election at such annual meeting, if it shall be received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the date on which such public announcement was first made by the Corporation.

(D) To be in proper written form, a stockholder's notice to the Secretary must set forth (i) as to each person whom the stockholder proposes to nominate for election as a director (A) the name, age, business address and residence address of the person (present and for the past 3 years), (B) the principal occupation or employment of the person, (C) the class or series and number of shares of capital stock of the Corporation that are owned of record or are directly or

indirectly owned beneficially by the person (provided that, solely for purposes of the disclosure required by this Section 3.02(D), such person shall be deemed to beneficially own any shares of any class or series and number of shares of capital stock of the Corporation as to which such person has a right to acquire beneficial ownership at any time in the future), (D) any Derivative Instrument directly or indirectly owned beneficially by such person and any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation, (E) any other information relating to the person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in an election contest or is otherwise required pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder, (F) a written questionnaire with respect to the background and qualification of such person (in the form to be provided by the Secretary within 5 business days of a written request by a stockholder of record) and (G) a written representation (email being sufficient) that such person (w) is not and will not become a party to (1) any agreement, arrangement or understanding (whether written or oral) with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Corporation, will act or vote in such capacity on any issue or question (a "***Voting Commitment***") that has not been disclosed to the Corporation or (2) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a director of the Corporation, with such person's fiduciary duties under applicable law; (x) is not and will not become a party to any agreement, arrangement or understanding (whether written or oral) with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director of the Corporation that has not been disclosed to the Corporation, (y) accepts his or her nomination by the nominating stockholder or beneficial owner, consents to being named in the Corporation's proxy statement as a nominee and, if elected as a director of the Corporation, intends to serve for a full term and (z) in such person's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a director of the Corporation, and will comply with all applicable law and all applicable rules of the U.S. exchanges upon which the Common Stock of the Corporation is listed and all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and other guidelines of the Corporation duly adopted by the Board; and (ii) as to the stockholder giving the notice (A) the name and address of such stockholder as they appear on the Corporation's books, and the name and address of any Stockholder Associated Person, (B) the class or series and number of shares of capital stock of the Corporation that are owned of record or directly or indirectly owned beneficially by such stockholder and any Stockholder Associated Person (provided that, solely for purposes of this clause (B), such stockholder and any Stockholder Associated Persons shall be deemed to beneficially own any shares of any class or series and number of shares of capital stock of the Corporation as to which such stockholder or Stockholder Associated Person has a right to acquire beneficial ownership at any time in the future), (C) any Derivative Instrument directly or indirectly owned beneficially by such stockholder or Stockholder Associated Person and any other direct or indirect opportunity of such stockholder or any Stockholder Associated Person to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation, (D) any proxy, contract, arrangement, understanding or relationship pursuant to which such stockholder or any Stockholder Associated Person has a right to vote any shares of the Corporation, (E) any short interest in any security of the Corporation held by such stockholder or any Stockholder Associated Person (for purposes of

this Section 3.02 a person shall be deemed to have a short interest in a security if such person directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any decrease in the value of the subject security), (F) any rights to dividends on the shares of the Corporation beneficially owned, directly or indirectly, by such stockholder or Stockholder Associated Person that are separated or separable from the underlying shares of the Corporation, (G) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership or limited liability company or similar entity in which such stockholder or any Stockholder Associated Person is a general partner or, directly or indirectly, beneficially owns an interest in a general partner or is the manager or managing member of or directly or indirectly beneficially owns any interest in the manager or managing member of a limited liability company or similar entity, (H) any performance-related fees (other than an asset-based fee) that such stockholder or any Stockholder Associated Person is entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any, (I) any such interests described in clauses (C) through (H) of this paragraph held by members of such stockholder's or any Stockholder Associated Person's immediate family sharing the same household, (J) a description of all agreements, arrangements or understandings (written or oral) between or among such stockholder, any Stockholder Associated Person, any proposed nominee or any other person or persons (including their names) pursuant to which the nomination or nominations are to be made by such stockholder, (K) a representation that such stockholder intends to appear in person or by proxy at the meeting to nominate the persons named in its notice, (L) any other information relating to such stockholder and any Stockholder Associated Person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder, (M) a complete and accurate description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings (whether written or oral) during the past three years, and any other material relationships, between or among such stockholder or any Stockholder Associated Person, or others acting in concert therewith, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including, without limitation, all information that would be required to be disclosed pursuant to Rule 404 promulgated under Regulation S-K under the Securities Act of 1933, as amended, if such stockholder and any Stockholder Associated Person on whose behalf the nomination is made, if any, were the "registrant" for purposes of such rule and the nominee were a director or executive officer of such registrant, and (N) a statement of whether such stockholder or any Stockholder Associated Person intends, or is part of a group that intends, to (1) deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding shares of capital stock required to approve or adopt the proposal and/or (2) otherwise solicit proxies for the election of the proposed nominee.

(E) A stockholder providing notice of a director nomination shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 3.02 shall be true and correct as of the record date for determining the stockholders entitled to notice of the meeting and as of the date that is 10 business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the Corporation (x) in the case of the update and supplement required to be

made as of such record date, not later than 5 business days after such record date and (y) in the case of the update and supplement required to be made as of 10 business days prior to the meeting or any adjournment or postponement thereof, as applicable, not later than 8 business days prior to the date for the meeting or any adjournment or postponement thereof, if practicable (or if not practicable, on the first practicable date prior to the date for the meeting or such adjournment or postponement thereof). In addition, at the request of the Board, a proposed nominee shall furnish to the Secretary of the Corporation within 10 days after receipt of such request such information as may reasonably be required by the Corporation to determine (x) the eligibility of such proposed nominee to serve as a director of the Corporation and (y) whether such nominee qualifies as an "independent director" or "audit committee financial expert" under applicable law, securities exchange rule or regulation, or any publicly disclosed corporate governance guideline or committee charter of the Corporation, including any information that could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such nominee, and if such information is not furnished within such time period, the notice of such director's nomination shall not be considered to have been timely given for purposes of this Section 3.02.

(F) Except as otherwise provided by the Certificate of Incorporation or the terms of one or more series of Preferred Stock with respect to the rights of one or more series of Preferred Stock to nominate and elect directors, no person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth in this Section 3.02. If the Board or the chairman of the meeting of stockholders determines that any nomination was not made in accordance with the provisions of this Section 3.02, then such nomination shall not be considered at the meeting in question. Notwithstanding the foregoing provisions of this Section 3.02, if the stockholder (or a qualified representative of the stockholder) does not appear at the meeting of stockholders of the Corporation and present the nomination, such nomination shall be disregarded, notwithstanding that proxies in respect of such nomination may have been received by the Corporation.

(G) In addition to the provisions of this Section 3.02, a stockholder providing notice of a director nomination shall also comply with all of the applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth herein; provided, however, that any references herein to the Exchange Act or the rules and regulations promulgated thereunder are not intended to and shall not limit any requirements applicable to nominations to be considered pursuant to this Section 3.02 and compliance with this Section 3.02 shall be the exclusive means for a stockholder to make nominations.

(H) Nothing in this Section 3.02 shall be deemed to affect any rights of the holders of Preferred Stock to nominate and elect directors pursuant to the Certificate of Incorporation or the right of the Board to fill newly created directorships and vacancies on the Board pursuant to the Certificate of Incorporation.

Section 3.03 **Compensation.** Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board shall have the authority to fix the compensation of directors. The directors may be reimbursed their expenses, if any, for attendance at each meeting of the Board and may be paid either a fixed sum for attendance at each meeting of the Board or other compensation as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of committees of the Board may be allowed like compensation and reimbursement of expenses for service on the committee.

Section 3.04 **Appointment of Directors; Vacancies.** Newly created directorships resulting from an increase in the number of directors and any vacancies on the Board resulting from death, resignation, retirement, disqualification, removal, incapacity or other cause shall be filled in accordance with the Certificate of Incorporation.

Section 3.05 **Removal of Directors.** Any director or the entire Board may be removed from office, with or without cause, as set forth in the Certificate of Incorporation.

ARTICLE IV
BOARD MEETINGS

Section 4.01 **Annual Meetings.** The Board shall meet as soon as practicable after the adjournment of each annual stockholders meeting at the place of the annual stockholders meeting unless the Board shall fix another time and place and give notice thereof in the manner required herein for special meetings of the Board, provided, that the Board may in its sole discretion determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication pursuant to Section 8.05(B). No notice to the directors shall be necessary to legally convene this meeting, except as provided in this Section 4.01.

Section 4.02 **Regular Meetings.** Regularly scheduled, periodic meetings of the Board may be held without notice at such times, dates and places as shall from time to time be determined by the Board, such determination by the Board to constitute the only notice of such regular meetings to which any director shall be entitled. In the absence of any such determination, such meetings shall be held, upon notice to each director in accordance with Section 8.03, at such times and places, within or without the State of Delaware, as shall be designated by the Chairman of the Board, provided, that the Board may in its sole discretion determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication pursuant to Section 8.05(B).

Section 4.03 **Special Meetings.** Special meetings of the Board (a) may be called by the Chairman of the Board or Chief Executive Officer and (b) shall be called by the Chairman of the Board or Secretary on the written request of at least a majority of directors then in office, or the sole director, as the case may be, and shall be held at such time, date and place as may be determined by the person calling the meeting or, if called upon the request of directors or the sole director, as specified in such written request, provided, that the Board may in its sole discretion determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication pursuant to Section 8.05(B). Notice of each special meeting of the Board shall be given, as provided in Section 8.03, to each director (i) at least 24 hours before the meeting if such notice is oral notice given personally or by telephone or written notice given by hand delivery or by means of a form of Electronic Transmission and delivery; (ii) at least 2 days before the meeting if such notice is sent by a nationally recognized overnight delivery service; and (iii) at least 5 days before the meeting if such notice is sent through the United States mail. If the Secretary shall fail or refuse to give such notice, then the notice may be given by the officer who called the meeting or the directors who requested the meeting. Any and all business that may be transacted

at a regular meeting of the Board may be transacted at a special meeting. Except as may be otherwise expressly provided by applicable law, the Certificate of Incorporation or these Bylaws, neither the business to be transacted at, nor the purpose of, any special meeting need be specified in the notice or waiver of notice of such meeting. A special meeting may be held at any time without notice if all the directors are present or if those not present waive notice of the meeting in accordance with Section 8.04.

Section 4.04 **Quorum; Required Vote.** A majority of the Whole Board shall constitute a quorum for the transaction of business at any meeting of the Board, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, in each case except as may be otherwise specifically provided by applicable law, the Certificate of Incorporation or these Bylaws. If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 4.05 **Consent in Lieu of Meeting.** Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board or any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by Electronic Transmission, and the writing or writings or Electronic Transmission or transmissions (or paper reproductions thereof) are filed with the minutes of proceedings of the Board or committee, as applicable. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 4.06 **Organization.** The Board shall elect a Chairman of the Board from among the directors by resolution passed by a majority of the Board; provided, however, that the Chairman of the Board shall initially be determined pursuant to the terms of the Plan of Reorganization (as defined in the Certificate of Incorporation). The chairman of each meeting of the Board shall be the Chairman of the Board or, in the absence (or inability or refusal to act) of the Chairman of the Board, a chairman elected from the directors present. The Secretary shall act as secretary of all meetings of the Board. In the absence (or inability or refusal to act) of the Secretary, an Assistant Secretary shall perform the duties of the Secretary at such meeting. In the absence (or inability or refusal to act) of the Secretary and all Assistant Secretaries, the chairman of the meeting may appoint any person to act as secretary of the meeting.

ARTICLE V
COMMITTEES OF DIRECTORS

Section 5.01 **Establishment.** The Board may by resolution passed by a majority of the Whole Board designate one or more committees, each committee to consist of one or more of the directors of the Corporation. Each committee shall keep regular minutes of its meetings and report the same to the Board when required. The Board shall have the power at any time to fill vacancies in, to change the membership of, or to dissolve any such committee.

Section 5.02 **Available Powers.** Any committee established pursuant to Section 5.01 hereof, to the extent permitted by applicable law and by resolution of the Board, shall have and may exercise all of the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers that may require it.

Section 5.03 **Alternate Members.** The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee.

Section 5.04 **Procedures.** Unless the Board otherwise provides, the time, date, place, if any, and notice of meetings of a committee shall be determined by such committee, provided, that such committee may in its sole discretion determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication pursuant to Section 8.05(B). At meetings of a committee, a majority of the number of members of the committee (but not including any alternate member, unless such alternate member has replaced any absent or disqualified member at the time of, or in connection with, such meeting) shall constitute a quorum for the transaction of business. The act of a majority of the members present at any meeting at which a quorum is present shall be the act of the committee, except as otherwise specifically provided by applicable law, the Certificate of Incorporation, these Bylaws or the Board. If a quorum is not present at a meeting of a committee, the members present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present. Unless the Board otherwise provides and except as provided in these Bylaws, each committee designated by the Board may make, alter, amend and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board is authorized to conduct its business pursuant to Article III and Article IV of these Bylaws.

ARTICLE VI
OFFICERS

Section 6.01 **Officers.** The officers of the Corporation elected by the Board may include a Chief Executive Officer, a President, a Treasurer, a Controller, a Secretary and such other officers (including without limitation a Chief Financial Officer, Vice Presidents, Assistant Secretaries and Assistant Treasurers) as the Board from time to time may determine. Officers elected by the Board shall each have such powers and duties as generally pertain to their respective offices, subject to the specific provisions of this Article VI. Such officers shall also have such powers and duties as from time to time may be conferred by the Board. The Chief Executive Officer or the President may also appoint such other officers (including without limitation one or more Vice Presidents and Controllers) as may be necessary or desirable for the conduct of the business of the Corporation. Such other officers shall have such powers and duties and shall hold their offices for such terms as may be provided in these Bylaws or as may be prescribed by the Board or, if such officer has been appointed by the Chief Executive Officer or the President, as may be prescribed by the appointing officer.

(A) Chief Executive Officer. The Chief Executive Officer shall be the chief executive officer of the Corporation, shall have general supervision of the affairs of the Corporation and general control of all of its business subject to the ultimate authority of the Board, and shall be responsible for the execution of the policies of the Board.

(B) President. The President, if any, shall be subject to the direction and control of the Chief Executive Officer and the Board and shall have such powers and duties as the Board or the Chief Executive Officer may assign to the President.

(C) Controller. The Controller shall be the chief accounting officer of the Corporation. The Controller shall report to the Chief Financial Officer and, when requested, counsel with and advise the other officers of the Corporation and shall perform such other duties as such officer may agree with the Chief Executive Officer or the Chief Financial Officer or as the Board may from time to time determine.

(D) Vice Presidents. In the absence (or inability or refusal to act) of the President, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the Board) shall perform the duties and have the powers of the President. Any one or more of the Vice Presidents may be given an additional designation of rank or function. Specifically, Vice Presidents may include Executive Vice Presidents and Senior Vice Presidents.

(E) Secretary.

(1) The Secretary shall attend all meetings of the stockholders, the Board and (as required) committees of the Board and shall record the proceedings of such meetings in books to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board and shall perform such other duties as may be prescribed by the Board, the Chief Executive Officer or the President. The Secretary shall have custody of the corporate seal of the Corporation and the Secretary, or any Assistant Secretary, shall have authority to affix the same to any instrument requiring it, and when so affixed, it may be attested by his or her signature or by the signature of such Assistant Secretary. The Board may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing thereof by his or her signature.

(2) The Secretary shall keep, or cause to be kept, at the principal executive office of the Corporation or at the office of the Corporation's transfer agent or registrar, if one has been appointed, a stock ledger, or duplicate stock ledger, showing the names of the stockholders and their addresses, the number and classes of shares held by each and, with respect to certificated shares, the number and date of certificates issued for the same and the number and date of certificates cancelled.

(3) The Secretary may designate one (1) or more Assistant Secretaries who shall have such of the authority and perform such of the duties of the Secretary as may be assigned to them by the Board, the President or the Secretary.

(F) Assistant Secretaries. The Assistant Secretary or, if there be more than one, the Assistant Secretaries in the order determined by the Board shall, in the absence (or inability or refusal to act) of the Secretary, perform the duties and have the powers of the Secretary.

(G) Treasurer. The Treasurer shall perform all duties commonly incident to that office (including, without limitation, the care and custody of the funds and securities of the Corporation which from time to time may come into the Treasurer's hands and the deposit of the funds of the Corporation in such banks or trust companies as the Board, the Chief Executive Officer or the President may authorize). The Treasurer may designate one (1) or more Assistant Treasurers who shall have such of the authority and perform such of the duties of the Treasurer as may be assigned to them by the Board, the President or the Treasurer.

(H) Assistant Treasurers. The Assistant Treasurer or, if there shall be more than one, the Assistant Treasurers in the order determined by the Board shall, in the absence (or inability or refusal to act) of the Treasurer, perform the duties and exercise the powers of the Treasurer.

Section 6.02 **Term of Office; Removal; Vacancies.** The officers of the Corporation shall hold office until their successors are chosen and qualified or until their earlier death, resignation, retirement, disqualification, incapacity, or removal from office. Any officer may be removed, with or without cause, at any time by the Board. Any officer appointed by the Chief Executive Officer or the President may also be removed, with or without cause, by the Chief Executive Officer or the President, as the case may be, unless the Board otherwise provides. Any vacancy occurring in any elected office of the Corporation may be filled by the Board. Any vacancy occurring in any office appointed by the Chief Executive Officer or the President may be filled by the Chief Executive Officer or the President, as the case may be, unless the Board then determines that such office shall thereupon be elected by the Board, in which case the Board shall elect such officer.

Section 6.03 **Other Officers.** The Board may delegate the power to appoint such other officers and agents, and may also remove such officers and agents or delegate the power to remove same, as it shall from time to time deem necessary or desirable.

Section 6.04 **Multiple Officeholders; Stockholder and Director Officers.** Any number of offices may be held by the same person, unless the Certificate of Incorporation or these Bylaws otherwise provide. Officers need not be stockholders or residents of the State of Delaware.

ARTICLE VII
SHARES

Section 7.01 **Certificated and Uncertificated Shares.** The shares of the Corporation shall be uncertificated, provided that the Board may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be represented by certificates. Notwithstanding the adoption of such a resolution by the Board, every holder of stock represented by certificates and upon request every holder of uncertificated shares shall be entitled to have a certificate representing the number of shares registered in certificate form. Certificates for shares of stock of the Corporation shall be issued under the seal of the Corporation, or a facsimile thereof, and shall be numbered and shall be entered in the books of the Corporation as they are issued. Each certificate shall bear a serial number, shall exhibit the holder's name and the number of shares evidenced thereby, and shall be signed in accordance with Section 7.03. The Corporation shall not have power to issue a certificate representing shares in bearer form.

Section 7.02 **Multiple Classes of Stock.** The Corporation shall, by resolution of the Board, be authorized to issue, from time to time, one or more classes or series of stock of the Corporation and, with respect to each such class or series, to fix the terms thereof. If the Corporation issues more than one class of stock or more than one series of any class, the Corporation shall (a) cause the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences or rights to be set forth in full or summarized on the face or back of any certificate that the Corporation issues to represent shares of such class or series of stock or (b) in the case of uncertificated shares, within a reasonable time after the issuance or transfer of such shares, send to the registered owner thereof a written notice containing the information required to be set forth on certificates as specified in clause (a) above; provided, however, that, except as otherwise provided by applicable law, in lieu of the foregoing requirements, there may be set forth on the face or back of such certificate or, in the case of uncertificated shares, on such written notice a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences or rights.

Section 7.03 **Signatures.** Each certificate representing capital stock of the Corporation shall be signed by or in the name of the Corporation by any two authorized officers of the Corporation, including, without limitation, the Chief Executive Officer, the President, any Vice President, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Secretary or any Assistant Secretary of the Corporation. Any or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar on the date of issue.

Section 7.04 **Consideration and Payment for Shares.**

(A) Subject to applicable law and the Certificate of Incorporation, shares of stock may be issued for such consideration, having in the case of shares with par value a value not less than the par value thereof, and to such persons, as determined from time to time by the Board. The consideration may consist of any tangible or intangible property or benefit to the Corporation including cash, promissory notes, services performed, contracts for services to be performed or other securities.

(B) Subject to applicable law and the Certificate of Incorporation, shares may not be issued until the full amount of the consideration has been paid, unless upon the face or back of each certificate issued to represent any partly paid shares of capital stock, or upon the books and records of the Corporation in the case of partly paid uncertificated shares, there shall have been set forth the total amount of the consideration to be paid therefor and the amount paid thereon up to and including the time said certificate representing certificated shares or said uncertificated shares are issued.

Section 7.05 **Lost, Destroyed or Wrongfully Taken Certificates**

(A) If an owner of a certificate representing shares claims that such certificate has been lost, destroyed or wrongfully taken, the Corporation shall issue a new certificate representing such shares or shall issue such shares in uncertificated form if the owner: (i) requests such a new certificate or the issuance of uncertificated shares before the Corporation has notice that the certificate representing such shares has been acquired by a protected purchaser (as such term is defined in Section 8-303 of the Uniform Commercial Code as adopted by the State of Delaware); (ii) if requested by the Corporation, delivers to the Corporation a bond sufficient to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, wrongful taking or destruction of such certificate or the issuance of such new certificate or uncertificated shares; and (iii) satisfies other reasonable requirements imposed by the Corporation.

(B) If a certificate representing shares has been lost, apparently destroyed or wrongfully taken, and the owner fails to notify the Corporation of that fact within a reasonable time after the owner has notice of such loss, apparent destruction or wrongful taking and the Corporation registers a transfer of such shares before receiving notification, the owner shall be precluded from asserting against the Corporation any claim for registering such transfer or a claim to a new certificate representing such shares or such shares in uncertificated form.

Section 7.06 **Transfer of Stock.**

(A) If a certificate representing shares of the Corporation is presented to the Corporation with a stock power or other endorsement requesting the registration of transfer of such shares or an instruction is presented to the Corporation requesting the registration of transfer of uncertificated shares, the Corporation shall register the transfer as requested if:

(1) in the case of certificated shares, the certificate representing such shares has been surrendered;

(2) (A) with respect to certificated shares, the indorsement is made by the person specified by the certificate as entitled to such shares; (B) with respect to uncertificated shares, an instruction is made by the registered owner of such uncertificated shares; or (C) with respect to certificated shares or uncertificated shares, the indorsement or instruction is made by any other appropriate person or by an agent who has actual authority to act on behalf of the appropriate person;

(3) the Corporation has received a guarantee of signature of the person signing such indorsement or instruction or such other reasonable assurance that the indorsement or instruction is genuine and authorized as the Corporation may request;

(4) the transfer does not violate any restriction on transfer imposed by the Corporation that is enforceable in accordance withSection 7.08(a); and

(5) such other conditions for such transfer as shall be provided for under applicable law have been satisfied.

(B) Whenever any transfer of shares shall be made for collateral security and not absolutely, the Corporation shall so record such fact in the entry of transfer if, when the certificate for such shares is presented to the Corporation for transfer or, if such shares are uncertificated, when the instruction for registration of transfer thereof is presented to the Corporation, both the transferor and transferee request the Corporation to do so.

Section 7.07 **Registered Stockholders.** Before due presentment for registration of transfer of a certificate representing shares of the Corporation or of an instruction requesting registration of transfer of uncertificated shares, the Corporation may treat the registered owner as the person exclusively entitled to inspect for any proper purpose the stock ledger and the other books and records of the Corporation, vote such shares, receive dividends or notifications with respect to such shares and otherwise exercise all the rights and powers of the owner of such shares, except that a person who is the beneficial owner of such shares (if held in a voting trust or by a nominee on behalf of such person) may, upon providing documentary evidence of beneficial ownership of such shares and satisfying such other conditions as are provided under applicable law, may also so inspect the books and records of the Corporation.

Section 7.08 **Effect of the Corporation's Restriction on Transfer.**

(A) A written restriction on the transfer or registration of transfer of shares of the Corporation or on the amount of shares of the Corporation that may be owned by any person or group of persons, if permitted by the DGCL and noted conspicuously on the certificate representing such shares or, in the case of uncertificated shares, contained in a notice sent by the Corporation to the registered owner of such shares within a reasonable time after the issuance or transfer of such shares, may be enforced against the holder of such shares or any successor or transferee of the holder including an executor, administrator, trustee, guardian or other fiduciary entrusted with like responsibility for the person or estate of the holder.

(B) A restriction imposed by the Corporation on the transfer or the registration of shares of the Corporation or on the amount of shares of the Corporation that may be owned by any person or group of persons, even if otherwise lawful, is ineffective against a person without actual knowledge of such restriction unless: (i) the shares are certificated and such restriction is noted conspicuously on the certificate; or (ii) the shares are uncertificated and such restriction was contained in a notice sent by the Corporation to the registered owner of such shares within a reasonable time after the issuance or transfer of such shares; provided, however, that no restrictions so imposed shall be binding with respect to shares of the Corporation issued prior to the adoption of the restriction unless the holders of such shares are parties to an agreement or voted in favor of the restriction.

Section 7.09 **Regulations.** The Board shall have power and authority to make such additional rules and regulations, subject to any applicable requirement of law, as the Board may deem necessary and appropriate with respect to the issue, transfer or registration of transfer of shares of stock or certificates representing shares. The Board may appoint one or more transfer agents or registrars and may require for the validity thereof that certificates representing shares bear the signature of any transfer agent or registrar so appointed.

ARTICLE VIII
MISCELLANEOUS

Section 8.01 **Place of Meetings.** If the place of any meeting of stockholders, the Board or committee of the Board for which notice is required under these Bylaws is not designated in the notice of such meeting, such meeting shall be held at the principal business office of the Corporation; provided, however, if the Board has, in its sole discretion, determined that a meeting shall not be held at any place, but instead shall be held by means of remote communication pursuant to Section 8.05 hereof, then such meeting shall not be held at any place.

Section 8.02 **Fixing Record Dates.**

(A) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If the Board so fixes a record date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of and to vote at a meeting of stockholders shall be at the close of business on the business day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the foregoing provisions of this Section 8.02(A) at the adjourned meeting.

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

Section 8.03 **Means of Giving Notice.**

(A) Notice to Directors. Whenever under applicable law, the Certificate of Incorporation or these Bylaws notice is required to be given to any director, such notice shall be given either (i) in writing and sent by hand delivery, through the United States mail, or by a nationally recognized overnight delivery service for next day delivery, (ii) by means of facsimile telecommunication or other form of Electronic Transmission, or (iii) by oral notice given

personally or by telephone. A notice to a director will be deemed given as follows: (A) if given by hand delivery, orally, or by telephone, when actually received by the director, (B) if sent through the United States mail, when deposited in the United States mail, with postage and fees thereon prepaid, addressed to the director at the director's address appearing on the records of the Corporation, (C) if sent for next day delivery by a nationally recognized overnight delivery service, when deposited with such service, with fees thereon prepaid, addressed to the director at the director's address appearing on the records of the Corporation, (D) if sent by facsimile telecommunication, when sent to the facsimile transmission number for such director appearing on the records of the Corporation, (E) if sent by electronic mail, when sent to the electronic mail address for such director appearing on the records of the Corporation, or (F) if sent by any other form of Electronic Transmission, when sent to the address, location or number (as applicable) for such director appearing on the records of the Corporation.

(B) Notice to Stockholders. Whenever under applicable law, the Certificate of Incorporation or these Bylaws notice is required to be given to any stockholder, such notice may be given (i) in writing and sent either by hand delivery, through the United States mail, or by a nationally recognized overnight delivery service for next day delivery, or (ii) by means of a form of Electronic Transmission consented to by the stockholder, to the extent permitted by, and subject to the conditions set forth in Section 232 of the DGCL. A notice to a stockholder shall be deemed given as follows: (A) if given by hand delivery, when actually received by the stockholder, (B) if sent through the United States mail, when deposited in the United States mail, with postage and fees thereon prepaid, addressed to the stockholder at the stockholder's address appearing on the stock ledger of the Corporation, (C) if sent for next day delivery by a nationally recognized overnight delivery service, when deposited with such service, with fees thereon prepaid, addressed to the stockholder at the stockholder's address appearing on the stock ledger of the Corporation, or (D) if given by a form of Electronic Transmission consented to by the stockholder to whom the notice is given and otherwise meeting the requirements set forth above, (I) if by facsimile transmission, when directed to a number at which the stockholder has consented to receive notice, (II) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice, (III) if by a posting on an electronic network together with separate notice to the stockholder of such specified posting, upon the later of (1) such posting and (2) the giving of such separate notice, and (IV) if by any other form of Electronic Transmission, when directed to the stockholder. A stockholder may revoke such stockholder's consent to receiving notice by means of electronic communication by giving written notice of such revocation to the Corporation. Any such consent shall be deemed revoked if (x) the Corporation is unable to deliver by Electronic Transmission two consecutive notices given by the Corporation in accordance with such consent and (y) such inability becomes known to the Secretary or an Assistant Secretary or to the Corporation's transfer agent, or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

(C) Electronic Transmission. "***Electronic Transmission***" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, including but not limited to transmission by facsimile telecommunication or electronic mail.

(D) Notice to Stockholders Sharing Same Address. Without limiting the manner by which notice otherwise may be given effectively by the Corporation to stockholders, any notice to stockholders given by the Corporation under any provision of the DGCL, the Certificate of Incorporation or these Bylaws shall be effective if given by a single written notice or a single Electronic Transmission to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. A stockholder may revoke such stockholder's consent by delivering written notice of such revocation to the Corporation. Any stockholder who fails to object in writing to the Corporation within 60 days of having been given written notice by the Corporation of its intention to send such a single written notice shall be deemed to have consented to receiving such single written notice.

(E) Exceptions to Notice Requirements. Whenever notice is required to be given, under the DGCL, the Certificate of Incorporation or these Bylaws, to any person with whom communication is unlawful, the giving of such notice to such person shall not be required and there shall be no duty to apply to any governmental authority or agency for a license or permit to give such notice to such person. Any action or meeting that shall be taken or held without notice to any such person with whom communication is unlawful shall have the same force and effect as if such notice had been duly given. If the action taken by the Corporation is such as to require the filing of a certificate with the Secretary of State of Delaware, the certificate shall state, if such is the fact and if notice is required, that notice was given to all persons entitled to receive notice except such persons with whom communication is unlawful.

Whenever notice is required to be given by the Corporation, under any provision of the DGCL, the Certificate of Incorporation or these Bylaws, to any stockholder to whom (1) notice of two consecutive annual meetings of stockholders and all notices of stockholder meetings or of the taking of action by written consent of stockholders without a meeting to such stockholder during the period between such two consecutive annual meetings, or (2) all, and at least two payments (if sent by first-class mail) of dividends or interest on securities during a 12 month period, have been mailed addressed to such stockholder at such stockholder's address as shown on the records of the Corporation and have been returned undeliverable, the giving of such notice to such stockholder shall not be required. Any action or meeting that shall be taken or held without notice to such stockholder shall have the same force and effect as if such notice had been duly given. If any such stockholder shall deliver to the Corporation a written notice setting forth such stockholder's then-current address, the requirement that notice be given to such stockholder shall be reinstated. If the action taken by the Corporation is such as to require the filing of a certificate with the Secretary of State of Delaware, the certificate need not state that notice was not given to persons to whom notice was not required to be given pursuant to Section 230(b) of the DGCL.

Section 8.04 **Waiver of Notice.** Whenever any notice is required to be given under applicable law, the Certificate of Incorporation or these Bylaws, a written waiver of such notice, signed before or after the date of such meeting by the person or persons entitled to said notice, or a waiver by Electronic Transmission by the person entitled to said notice, shall be deemed equivalent to such required notice. All such waivers shall be kept with the books of the Corporation. Attendance at a meeting shall constitute a waiver of notice of such meeting, except where a person attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business on the ground that the meeting was not lawfully called or convened.

Section 8.05 **Meeting Attendance via Remote Communication Equipment.**

(A) Stockholder Meetings. If authorized by the Board in its sole discretion, and subject to such guidelines and procedures as the Board may adopt, stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication:

(1) participate in a meeting of stockholders; and

(2) be deemed present in person and vote at a meeting of stockholders, whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (A) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder, (B) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (C) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such votes or other action shall be maintained by the Corporation.

(B) Board Meetings. Unless otherwise restricted by applicable law, the Certificate of Incorporation or these Bylaws, members of the Board or any committee thereof may participate in a meeting of the Board or any committee thereof by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business on the ground that the meeting was not lawfully called or convened.

Section 8.06 **Dividends.** The Board may from time to time declare, and the Corporation may pay, dividends (payable in cash, property or shares of the Corporation's capital stock) on the Corporation's outstanding shares of capital stock, subject to applicable law and the Certificate of Incorporation.

Section 8.07 **Reserves.** The Board may set apart out of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve.

Section 8.08 **Contracts and Negotiable Instruments.** Except as otherwise provided by applicable law, the Certificate of Incorporation or these Bylaws, any contract, bond, deed, lease, mortgage or other instrument may be executed and delivered in the name and on behalf of the Corporation by such officer or officers or other employee or employees of the Corporation as the Board may from time to time authorize. Such authority may be general or confined to specific instances as the Board may determine. The Chief Executive Officer, the President or any Vice President may execute and deliver any contract, bond, deed, lease, mortgage or other instrument in the name and on behalf of the Corporation. Subject to any restrictions imposed by the Board, the Chief Executive Officer, the President or any Vice President may delegate powers to execute

and deliver any contract, bond, deed, lease, mortgage or other instrument in the name and on behalf of the Corporation to other officers or employees of the Corporation under such person's supervision and authority, it being understood, however, that any such delegation of power shall not relieve such officer of responsibility with respect to the exercise of such delegated power.

Section 8.09 **Fiscal Year.** The fiscal year of the Corporation shall be fixed by the Board.

Section 8.10 **Seal.** The Board may adopt a corporate seal, which shall be in such form as the Board determines. The seal may be used by causing it or a facsimile thereof to be impressed, affixed or otherwise reproduced.

Section 8.11 **Books and Records.** The books and records of the Corporation may be kept within or outside the State of Delaware at such place or places as may from time to time be designated by the Board. Any books or records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or by means of, or be in the form of, any information storage device or method; provided, however, that the books and records so kept can be converted into clearly legible paper form within a reasonable time. The Corporation shall so convert any books or records so kept upon the request of any person entitled to inspect such records pursuant to the Certificate of Incorporation, these Bylaws, or the DGCL.

Section 8.12 **Resignation.** Any director, committee member or officer may resign by giving notice thereof in writing or by Electronic Transmission to the Chairman of the Board, the Chief Executive Officer, the President or the Secretary. The resignation shall take effect at the time specified therein, or at the time of receipt of such notice if no time is specified or the specified time is earlier than the time of such receipt. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

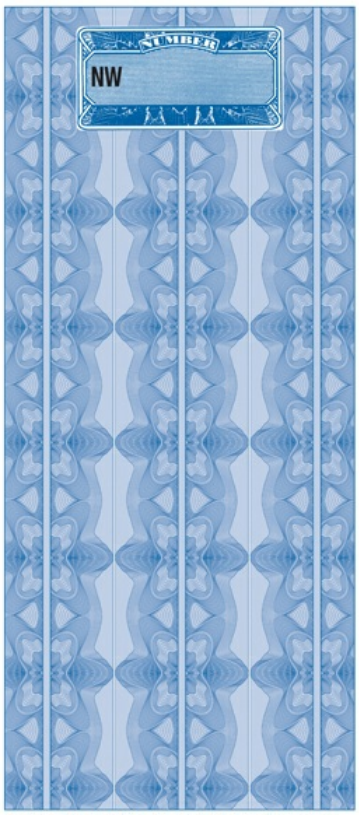
Section 8.13 **Surety Bonds.** Such officers, employees and agents of the Corporation (if any) as the Chief Executive Officer, the President or the Board may direct, from time to time, shall be bonded for the faithful performance of their duties and for the restoration to the Corporation, in case of their death, resignation, retirement, disqualification, incapacity or removal from office, of all books, papers, vouchers, money and other property of whatever kind in their possession or under their control belonging to the Corporation, in such amounts and by such surety companies as the Chief Executive Officer, the President or the Board may determine. The premiums on such bonds shall be paid by the Corporation and the bonds so furnished shall be in the custody of the Secretary.

Section 8.14 **Securities of Other Corporations.** Powers of attorney, proxies, waivers of notice of meeting, consents in writing and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the Chief Executive Officer, the President, any Vice President or the Secretary. Any such officer, may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities, or to consent in writing, in the name of the Corporation as such holder, to any action by such corporation, and at any such meeting or with respect to any such consent shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed. The Board may from time to time confer like powers upon any other person or persons.

Section 8.15 **Amendments.** The Board shall have the power to adopt, amend, alter or repeal the Bylaws by the affirmative vote of a majority of the Board. The Bylaws also may be adopted, amended, altered or repealed without Board action by the affirmative vote of the holders of a majority of the voting power of all outstanding shares of Common Stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, in addition to any vote of the holders of any class or series of capital stock of the Corporation required by applicable law or the Certificate of Incorporation.

Exhibit 4.1

COMMON STOCK



AMERICAN FINANCIAL PRINTING INCORPORATED - MINNEAPOLIS

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

SEE REVERSE SIDE
FOR CERTAIN DEFINITIONS

CUSIP 701081 50 7

THIS CERTIFIES THAT

is the owner of

FULLY PAID AND NON-ASSESSABLE COMMON SHARES, $0.01 PAR VALUE, OF

PARKER DRILLING COMPANY

transferable on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this certificate properly endorsed. This certificate is not valid until countersigned and registered by the Transfer Agent and Registrar.

IN WITNESS WHEREOF, the said Corporation has caused this certificate to be signed by facsimile signatures of its duly authorized officers.

Dated:

COUNTERSIGNED AND REGISTERED:
EQUINITI TRUST COMPANY

BY

TRANSFER AGENT
AND REGISTRAR

AUTHORIZED SIGNATURE

PRESIDENT

SECRETARY

THE CORPORATION WILL FURNISH WITHOUT CHARGE TO EACH STOCKHOLDER WHO SO REQUESTS, A SUMMARY OF THE POWERS, DESIGNATIONS, PREFERENCES AND RELATIVE, PARTICIPATING, OPTIONAL OR OTHER SPECIAL RIGHTS OF EACH CLASS OF STOCK OF THE CORPORATION AND THE QUALIFICATIONS, LIMITATIONS OR RESTRICTIONS OF SUCH PREFERENCES AND RIGHTS, AND THE VARIATIONS IN RIGHTS, PREFERENCES AND LIMITATIONS DETERMINED FOR EACH SERIES, WHICH ARE FIXED BY THE AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF THE CORPORATION AND THE RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE CORPORATION, AND THE AUTHORITY OF THE BOARD OF DIRECTORS TO DETERMINE VARIATIONS FOR FUTURE SERIES. SUCH REQUEST MAY BE MADE TO THE OFFICE OF THE SECRETARY OF THE CORPORATION OR TO THE TRANSFER AGENT.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	– as tenants in common	UTMA – _____ Custodian _____	
		(Cust)	(Minor)
TEN ENT	– as tenants by entireties	under Uniform Transfers to Minors	
JT TEN	– as joint tenants with right of survivorship and not as tenants in common	Act _____	
		(State)	

Additional abbreviations may also be used though not in the above list.

For value received ____ hereby sell, assign, and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS INCLUDING POSTAL ZIP CODE OF ASSIGNEE)

_____

_____

_____ *Shares of the capital stock represented by the within Certificate, and do hereby irrevocably constitute and appoint* _____

_____ *Attorney to transfer the said stock on the books of the within-named Corporation with full power of substitution in the premises.*

Dated _____

X _____

X _____

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

SIGNATURE GUARANTEED

ALL GUARANTEES MUST BE MADE BY A FINANCIAL INSTITUTION (SUCH AS A BANK OR BROKER) WHICH IS A PARTICIPANT IN THE SECURITIES TRANSFER AGENTS MEDALLION PROGRAM ("STAMP"), THE NEW YORK STOCK EXCHANGE, INC. MEDALLION SIGNATURE PROGRAM ("MSP"), OR THE STOCK EXCHANGES MEDALLION PROGRAM ("SEMP") AND MUST NOT BE DATED. GUARANTEES BY A NOTARY PUBLIC ARE NOT ACCEPTABLE.

Exhibit 10.1

CREDIT AGREEMENT

Dated as of March 26, 2019

among

PARKER DRILLING COMPANY,
as the Parent Borrower,
certain Subsidiaries of the Parent Borrower, as
Borrowers,

BANK OF AMERICA, N.A.,
as Administrative Agent and an L/C Issuer,

and

THE OTHER LENDERS AND L/C ISSUERS
from time to time party hereto

Bank of America, N.A.

and

Deutsche Bank Securities Inc.

as

Joint Lead Arrangers and Joint Bookrunners

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SCHEDULES

EXHIBITS

CREDIT AGREEMENT

This CREDIT AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "**Agreement**") is entered into as of March 26, 2019, among PARKER DRILLING COMPANY, a Delaware corporation (the "**Parent Borrower**"), certain Subsidiaries of the Parent Borrower party hereto from time to time pursuant to Section 2.14 (each as "**Designated Borrower**" and together with the Parent Borrower, the "**Borrowers**"), each lender from time to time party hereto (collectively, the "**Lenders**" and, individually, a "**Lender**") and BANK OF AMERICA, N.A., as the Administrative Agent and an L/C Issuer, and is acknowledged and agreed to by the Subsidiary Guarantors (as defined below).

PRELIMINARY STATEMENTS:

On December 12, 2018, the Borrowers and each of the Subsidiary Guarantors (as defined below) filed voluntary petitions with the Bankruptcy Court commencing their respective cases that are pending under Chapter 11 of the Bankruptcy Code (collectively, the "**Cases**"). In connection with the Cases, the Loan Parties, Bank of America, N.A., as administrative agent, and the lenders party thereto entered into that certain Debtor-In-Possession Credit Agreement dated as of December 14, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**DIP Credit Agreement**").

The Loan Parties filed the Amended Joint Chapter 11 Plan of Reorganization of Parker Drilling Company and its Debtor Affiliates dated January 23, 2019 (as amended, supplemented or otherwise modified from time to time, the "**Plan of Reorganization**") with the Bankruptcy Court, which Plan of Reorganization was confirmed by the Bankruptcy Court on March 7, 2019.

The Parent Borrower and the other Borrowers have requested that the Lenders provide exit financing to the Borrowers in connection with the consummation of the Plan of Reorganization, to refinance certain outstanding Indebtedness under the DIP Credit Agreement and to provide working capital for their business enterprise. The Lenders are willing to provide the exit financing by entering into this Agreement on the terms and conditions set forth herein.

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

Section 1.1 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"**Account Debtor**" means a Person obligated under an Account, chattel paper or general intangible.

"**Accounts**" means accounts receivable of the Parent Borrower or any other Borrower, as applicable, arising out of the sales or leasing of goods or services made by the Parent Borrower or any other Borrower, as applicable, in the Ordinary Course of Business, to the extent constituting an "account" as defined in the Uniform Commercial Code.

"**Acquisition**" means the acquisition, directly or indirectly, by any Person of (a) any Equity Interests of another Person, (b) all or substantially all of the assets of another Person or (c) all or substantially all of a line of business or division of another Person, in each case (i) whether or not involving a merger or a consolidation with such other Person and (ii) whether in one transaction or a series of related transactions.

"**Administrative Agent**" means Bank of America in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

"**Administrative Agent's Office**" means the Administrative Agent's address and, as appropriate, account as set forth on Schedule 10.2, or such other address or account as the Administrative Agent may from time to time notify to the Parent Borrower and the Lenders.

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

"**Advance Rate**" means at any time, the applicable percentage set forth in clause (i) or (ii) of the definition of "Borrowing Base" or such other percentage having similar effect as may become effective in lieu of or in addition to such applicable percentage in accordance with such definition.

"**Affiliate**" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"**Agents**" means, collectively, the Administrative Agent and any other agent appointed in accordance with the terms of this Agreement, if any.

"**Aggregate Commitments**" means the Commitments of all the Lenders. As of the Closing Date, the Aggregate Commitments are $50,000,000.

"**Agreement**" has the meaning specified in the introductory paragraph hereto.

"**Alternative Currency**" means each currency (other than Dollars) that is approved in accordance with Section 1.6.

"**Alternative Currency Equivalent**" means, at any time, with respect to any amount denominated in Dollars, the equivalent amount thereof in the applicable Alternative Currency as determined by the Administrative Agent or an L/C Issuer, as the case may be, at such time on the basis of the Spot Rate (determined in respect of the most recent Revaluation Date) for the purchase of such Alternative Currency with Dollars.

"**Applicable Fee Rate**" means 0.50% per annum.

"**Applicable Percentage**" means, with respect to any Lender at any time, the percentage (carried out to the ninth decimal place) of the Aggregate Commitments represented by such Lender's Commitment at such time. If the Aggregate Commitments have been terminated or expired, then the Applicable Percentage of each Lender shall be determined based on the Applicable Percentage of such Lender most recently in effect, giving effect to any subsequent assignments. As of the Closing Date, the Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.1 and thereafter in the Assignment and Assumption (or such other instrument) pursuant to which such Lender becomes a party hereto, as applicable.

"**Applicable Rate**" means (a) from the Closing Date through and including June 30, 2019, (i) 2.25% in the case of Eurodollar Rate Loans and Letters of Credit and (ii) 1.25% in the case of Base Rate Loans, and (b) thereafter, the applicable percentage per annum set forth below for each fiscal quarter (each an "Applicable Quarter") determined by reference to the average daily Availability as a percentage of the Line Cap during the fiscal quarter immediately preceding such Applicable Quarter (as to each Applicable Quarter, the "Reference Quarter") as determined by the Administrative Agent based on the Borrowing Base Certificates delivered by the Borrowers to the Administrative Agent:

Pricing Level	Average Daily Availability	Eurodollar Rate Loans and Letters of Credit	Base Rate Loans
I	>66.67%	2.25%	1.25%
II	£66.67% but >33.33%	2.50%	1.50%
III	£33.33%	2.75%	1.75%

Any increase or decrease in the Applicable Rate for any Applicable Quarter resulting from a change in the average daily Availability for the applicable Reference Quarter shall become effective as of the first day of the first calendar month in the Applicable Quarter. If the Administrative Agent is unable to calculate average daily Availability for any Reference Quarter due to Borrowers' failure to deliver any Borrowing Base Certificate when required pursuant to Section 6.1(d), then, at the option of the Administrative Agent or the Required Lenders, Pricing Level III shall apply during the Applicable Quarter until the date of delivery of such Borrowing Base Certificate.

"**Applicable Time**" means, with respect to any payments in any Alternative Currency, the local time in the place of settlement for such Alternative Currency as may be determined by the Administrative Agent or the applicable L/C Issuer, as the case may be, to be necessary for timely settlement on the relevant date in accordance with normal banking procedures in the place of payment.

"**Applicant Borrower**" has the meaning specified in Section 2.14(b).

"**Applicant Borrower Materials**" has the meaning specified in Section 2.14(b).

"**Appropriate Lender**" means, at any time, (a) a Lender that has a Commitment or holds a Loan at such time and (b) with respect to the Letter of Credit Sublimit, (i) the L/C Issuers and (ii) if any Letters of Credit have been issued pursuant to Section 2.3(a), the Lenders.

"**Approved Fund**" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"**Arrangers**" means each of Bank of America and Deutsche Bank Securities Inc. in its capacity as a joint lead arranger and joint bookrunner.

"**Assignee Group**" means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

"**Assignment and Assumption**" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 10.6(b)), and accepted by the Administrative Agent, in substantially the form of Exhibit E or any other form (including electronic documentation generated by use of an electronic platform) approved by the Administrative Agent.

"**Attributable Indebtedness**" means, on any date, (a) in respect of any Capitalized Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease or similar payments under the relevant lease or other applicable agreement or instrument that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease or other agreement or instrument were accounted for as a Capitalized Lease and (c) all Synthetic Debt of such Person.

"**Audited Financial Statements**" means the audited consolidated balance sheet of the Parent Borrower and its Subsidiaries for each of the fiscal years ended on December 31, 2017 and, to the extent available on or prior to the Closing Date, December 31, 2018, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal years of the Parent Borrower and its Subsidiaries, including the notes thereto.

"**Auto-Extension Letter of Credit**" has the meaning specified in Section 2.3(b)(iii).

"**Availability**" means (a) the Line Cap minus (b) Total Outstandings.

"**Availability Period**" means the period from and including the Closing Date to the earliest of (a) the Maturity Date, (b) the date of termination of the Commitments pursuant to Section 2.6, and (c) the date of termination of the commitment of each Lender to make Loans and of the obligation of the L/C Issuers to make L/C Credit Extensions pursuant to Section 8.2.

"**Availability Reserve**" means the sum (without duplication) of (a) the Rent and Charges Reserve; (b) the Bank Product Reserve; (c) the Dilution Reserve, (d) the aggregate amount of liabilities secured by Liens upon Collateral that are senior to Administrative Agent's Liens (but imposition of any such reserve shall not waive an Event of Default arising therefrom); (e) the Casualty Reserve; (f) the Disposition Reserve; and (g) such additional reserves, in such amounts and with respect to such matters, as Administrative Agent in its Permitted Discretion may elect to impose from time to time upon, so long as no Event of Default is continuing, two (2) Business Days' prior written notice to the Parent Borrower (which notice shall include a reasonably detailed description of such reserve being established). During such two (2) Business Day period, the Administrative Agent shall, if requested by the Parent Borrower, discuss any such reserve or change with the Parent Borrower and the Parent Borrower may take such action as may be required so that the event, condition or matter that is the basis for such reserve or change no longer exists or exists in a manner that would result in the establishment of a lower reserve or result in a lesser change, in each case, in a manner and to the extent reasonably satisfactory to the Administrative Agent. Notwithstanding

anything to the contrary herein, (x) the amount of any such reserve or change shall have a reasonable relationship to the event, condition or other matter that is the basis for such reserve or change and (y) no reserves or changes shall be duplicative of reserves or changes already accounted for through eligibility criteria (including collection/advance rates).

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

"**Bail-In Legislation**" means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"**Bank of America**" means Bank of America, N.A. and its successors.

"**Bank Product Reserve**" means at any time, reserves in respect of Secured Hedge Agreements and Secured Cash Management Agreements then provided and outstanding, including, without limitation, the reserves established by the Administrative Agent pursuant to Section 2.4(a).

"**Bankruptcy Code**" means 11 U.S.C. § 101 et seq.

"**Bankruptcy Court**" means the United States Bankruptcy Court for the Southern District of Texas Houston Division or any other court having jurisdiction over the Cases from time to time and any Federal appellate court thereof.

"**Base Rate**" means for any day a fluctuating rate per annum equal to the higher of (a) the Federal Funds Rate plus 1/2 of 1%, (b) the rate of interest in effect for such day as publicly announced from time to time by Bank of America as its "prime rate", and (c) the Eurodollar Rate plus 1.00%; and if Base Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement. The "prime rate" is a rate set by Bank of America based upon various factors including Bank of America's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by Bank of America shall take effect at the opening of business on the day specified in the public announcement of such change.

"**Base Rate Loan**" means a Loan that bears interest based on the Base Rate.

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

"**Benefit Plan**" means any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"**Borrower Materials**" has the meaning specified in Section 6.2.

"**Borrowers**" has the meaning specified in the introductory paragraph hereto.

"**Borrowing**" means a borrowing consisting of simultaneous Loans of the same Type and, in the case of Eurodollar Rate Loans, having the same Interest Period made by each of the Lenders pursuant to Section 2.1.

"**Borrowing Base**" means, at any time, the amount equal at such time to:

(i) eighty-five percent (85%) of the aggregate Net Amount of Eligible Domestic Accounts Receivable,plus

(ii) the lesser of (A) seventy-five percent (75%) of the aggregate Net Amount of Eligible Unbilled Domestic Accounts Receivable and (B) $5,000,000, plus

(iii) the lesser of (A) ninety percent (90%) of the Net Book Value of the Eligible Rental Equipment and (B) forty percent (40%) of the Net Equipment OLV of the Eligible Rental Equipment; *provided* that prior to the inclusion of any new or additional Eligible Rental Equipment in the Borrowing Base, the Administrative Agent shall have obtained an appraisal thereof in accordance with Section 6.12, minus

(iv) the Availability Reserve,

in the case of (i), (ii) and (iii) above, as determined on the basis of the most recent Borrowing Base Certificate delivered to the Administrative Agent pursuant to Section 6.1(d). This definition of Borrowing Base will not be modified to increase the Advance Rates or dollar sublimits stated above or amend the definition of "Borrowing Base" (or any material defined terms used in such definition) such that more credit would be available to the Borrowers without the approval, as of any date of determination, of Lenders holding at least two-thirds of the sum of the Aggregate Commitments or, if the Aggregate Commitments have expired or terminated, Lenders holding in the aggregate more than two-thirds of the Total Outstandings (with the aggregate amount of each Lender's risk participation and funded participation in L/C Obligations being deemed "held" by such Lender for purposes of this definition); *provided* that the Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of these determinations.

No Borrowing Base calculation shall include (i) Collateral of Parker Well Services, LLC or (ii) Collateral acquired in a Permitted Acquisition or otherwise outside the Ordinary Course of Business until completion of applicable field examinations and/or appraisals satisfactory to the Administrative Agent (which shall not be included in the limits provided in Section 6.12).

"**Borrowing Base Certificate**" means a certificate duly executed by a Responsible Officer of the Parent Borrower substantially in the form of Exhibit F, or in such other form as is reasonably satisfactory to the Administrative Agent, by which Parent Borrower certifies to the calculation of the Borrowing Base.

"**Borrowing Base Collateral**" means the Accounts and Quail Rental Assets.

"**Business Day**" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, New York or the state where the Administrative Agent's Office is located and, if such day relates to any Eurodollar Rate Loan, means any such day on which dealings in Dollar deposits are conducted by and between banks in the London interbank eurodollar market.

"**Capitalized Amounts**" means, with respect to any Indebtedness, amounts in respect of interest, fees, costs and premium (if any) accruing in respect thereof or attributable thereto, in each case that are permitted to, and have been, paid in-kind or capitalized.

"**Capitalized Leases**" means all leases that have been or should be, in accordance with GAAP, recorded as capitalized leases.

"**Cases**" has the meaning specified in the preliminary statements hereto.

"**Cash Collateralize**" has the meaning specified in Section 2.3(g).

"**Cash Dominion Trigger Period**" means the period (a) commencing on the date that (i) Availability shall be less than $25,000,000, (ii) the aggregate principal amount of outstanding Loans equals or exceeds $20,000,000 or (iii) an Event of Default shall have occurred, and (b) continuing until, during each of the preceding thirty (30) consecutive days, (x) no Event of Default shall have existed, (y) Availability shall have been equal to or greater than $25,000,000 and (z) the aggregate principal amount of outstanding Loans shall have been less than $20,000,000.

"**Cash Equivalents**" means any of the following:

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; *provided* that the full faith and credit of the United States of America is pledged in support thereof;

(b) time deposits, Euro time deposits or overnight bank deposits with, or insured certificates of deposit or bankers' acceptances of, any commercial bank that (i) (A) is a Lender or (B) is organized under the laws of the United States of America, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States of America, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (c) of this definition and (iii) has combined capital and surplus of at least $500,000,000, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(c) commercial paper issued by any Person organized under the laws of any state of the United States of America and rated at least'Prime-2" (or the then equivalent grade) by Moody's or at least "A-2" (or the then equivalent grade) by S&P, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(d) repurchase obligations of any Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than 30 days with respect to securities issued or fully guaranteed or insured by the United States government;

(e) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by S&P or A by Moody's;

(f) securities with maturities of 180 days or less from the date of acquisition backed by standby letters of credit issued by any Lender or any commercial bank satisfying the requirements of clause (b) of this definition;

(g) Investments, classified in accordance with GAAP as current assets of the Parent Borrower or any of its Subsidiaries, in money market investment programs which are administered by financial institutions that have the highest rating obtainable from either Moody's or S&P, and the portfolios of which are limited solely to Investments of the character, quality and maturity described in clauses (a) through (f) of this definition; and

(h) shares of any money market fund for which an affiliate of Bank of America provides investment advisory services.

"**Cash Management Agreement**" means any agreement to provide cash management services, including treasury, depository, overdraft, credit or debit card, electronic funds transfer and other cash management arrangements.

"**Cash Management Bank**" means (a) any Person that, at the time it enters into a Cash Management Agreement, is a Lender or an Affiliate of a Lender, in its capacity as a party to such Cash Management Agreement and (b) any Lender or Affiliate of a Lender that is party to a Cash Management Agreement with a Borrower or one of its Subsidiaries as of the Closing Date or the date that such Person or such Person's Affiliate becomes a Lender hereunder.

"**Casualty Event**" means any loss, casualty or other insured damage to, or any taking under power of eminent domain or by condemnation or similar proceeding of, any Property or asset of the Parent Borrower, the other Borrowers or any of their respective Material Subsidiaries.

"**Casualty Reserve**" means any reserve in respect of any Significant Casualty Event affecting Borrowing Base Collateral established by the Administrative Agent in its Permitted Discretion.

"**CERCLA**" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and any successor statute.

"**CFC**" means a "controlled foreign corporation" as defined in Section 957 of the Code.

"**CFC Holdco**" means any direct or indirect Domestic Subsidiary that has no material assets (as determined in good faith by the Parent Borrower in consultation with the Administrative Agent) other than Equity Interests or debt instruments in (A) one or more CFCs (other than Excluded Foreign Subsidiaries) or (B) one or more other CFC Holdcos.

"**Change in Law**" means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; *provided* that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives

thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"**Change of Control**" means an event or series of events by which:

(a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), other than the Permitted Investors, becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that a person or group shall be deemed to have "beneficial ownership" of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an "option right")), directly or indirectly, of 35% or more of the equity securities of the Parent Borrower entitled to vote for members of the board of directors or equivalent governing body of the Parent Borrower on a fully-diluted basis (and taking into account all such securities that such person or group has the right to acquire pursuant to any option right);

(b) a majority of the members of the board of directors or other equivalent governing body of the Parent Borrower cease to be composed of individuals (i) who were members of that board or equivalent governing body on the Closing Date, (ii) whose election or nomination to that board or equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body or (iii) whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body; or

(c) a "Change of Control", under and as defined in the Term Loan Credit Agreement, or a like event with respect to the Parent Borrower under any other agreement governing Indebtedness of a Loan Party (other than Indebtedness of a Loan Party owed to the Parent Borrower or any of its Subsidiaries) having an aggregate principal amount in excess of the Threshold Amount, shall have occurred.

"**Closing Date**" means the first date all of the conditions precedent in Section 4.1 are satisfied or waived in accordance with Section 10.1.

"**Code**" means the Internal Revenue Code of 1986.

"**Collateral**" means all of the "**Collateral**" and "**Vessels**" referred to in the Collateral Documents and all of the other Property of the Loan Parties, now owned or hereafter acquired, that is or is intended under the terms of the Collateral Documents to be subject to Liens in favor of the Administrative Agent for the benefit of the Secured Parties (and excluding, for the avoidance of doubt, any Excluded Assets (as defined in the Security Agreement)).

"**Collateral Documents**" means, collectively, the Security Agreement, the Mortgages, the Lux Security Agreements, each of the supplements (or amendments and/or restatements, as applicable) to any of the foregoing, any Control Agreements, mortgages, collateral assignments, Security Agreement Supplements, security agreements (including intellectual property security agreements), pledge agreements or other similar agreements, instruments, filings or recordings (and amendments to the foregoing, as applicable) delivered to the Administrative Agent pursuant to Section 6.9, and each of the other agreements, instruments, documents, filings or recordings that creates or purports to create (or continue) a Lien in favor of the Administrative Agent for the benefit of the Secured Parties.

"**Commitment**" means, as to each Lender, its obligation to (a) make Loans to the Borrowers pursuant toSection 2.1, and (b) purchase participations in L/C Obligations, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule 2.1 as of the Closing Date under the caption "Commitment" or opposite such caption in the Assignment and Assumption (or such other instrument) pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"**Committed Loan Notice**" means a notice of (a) a Borrowing, (b) a conversion of Loans from one Type to the other, or (c) a continuation of Eurodollar Rate Loans, pursuant to Section 2.2(a), which shall be substantially in the form ofExhibit A or such other form as may be approved by the Administrative Agent (including any form of an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the Parent Borrower.

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

"**Compliance Certificate**" means a certificate duly executed by a Responsible Officer of the Parent Borrower substantially in the form ofExhibit D.

"**Confirmation Order**" means the order of the Bankruptcy Court confirming the Plan of Reorganization pursuant to Section 1129 of the Bankruptcy Code, which Confirmation Order shall be in form and substance reasonably satisfactory to the Administrative Agent.

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

"**Consolidated Cash Balance**" means any unrestricted cash or Cash Equivalents of the Parent Borrower and its Subsidiaries (other than any cash or Cash Equivalents held in a deposit account in any non-U.S. jurisdiction in the Ordinary Course of Business with respect to amounts received from or anticipated to become due and owing in the near term to unaffiliated third parties).

"**Consolidated EBITDA**" means, at any date of determination, for any period, an amount equal to Consolidated Net Income of the Parent Borrower and its Subsidiaries on a consolidated basis for such period plus (a) the following to the extent deducted in calculating such Consolidated Net Income: (i) Consolidated Interest Charges, amortization or writeoff of debt discount and debt issuance costs and commissions, discounts, and other fees and charges associated with Indebtedness for such period, (ii) the provision for Federal, state, local and foreign income taxes payable by the Parent Borrower and its Subsidiaries for such period, (iii) depreciation and amortization expense, (iv) amortization of intangibles (including, but not limited to, goodwill) and organization costs, (v) other extraordinary, unusual or non-recurring

expenses or losses of the Parent Borrower and its Subsidiaries reducing such Consolidated Net Income (including, whether or not otherwise includable as a separate item in the statement of Consolidated Net Income for such period, losses on sales of assets outside of the Ordinary Course of Business), *provided* that, in the case of such extraordinary, unusual or nonrecurring expenses or losses, such additions are found to be acceptable by the Administrative Agent, acting reasonably, (vi) restructuring costs and any consulting or professional fees incurred in connection with the Cases, and (vii) other non-cash charges and minus (b) the following to the extent included in calculating such Consolidated Net Income: (i) Federal, state, local and foreign income tax credits of the Parent Borrower and its Subsidiaries for such period, (ii) any extraordinary, unusual or non-recurring income or gains (including, whether or not otherwise includable as a separate item in the statement of such Consolidated Net Income for such period, gains on the sales of assets outside of the Ordinary Course of Business), *provided* that, in the case of such extraordinary, unusual ornon-recurring income or gains, such deductions are found to be acceptable by the Administrative Agent, acting reasonably, (iii) any other non-cash income, all as determined on a consolidated basis, (iv) items of income or gain relating to the Cases, and (v) the amount of any cash expenditures during such period in respect of items that were added as non-cash charges in determining Consolidated EBITDA for a prior period.

"**Consolidated Fixed Charge Coverage Ratio**" means the ratio, determined on a consolidated basis for the Parent Borrower and its Subsidiaries on a consolidated basis for the most recent Measurement Period of (a) Consolidated EBITDA minus capital expenditures (except those financed with borrowed money other than Loans or the proceeds of the sale or issuance of Equity Interests) and cash taxes paid, to (b) Consolidated Fixed Charges.

"**Consolidated Fixed Charges**" means the sum of Consolidated Interest Charges (other than payment-in-kind or amortization of fees and other non-cash items treated as interest in accordance with GAAP), scheduled principal payments and voluntary prepayments made on borrowed money (including purchase money Indebtedness, Attributable Indebtedness and the deferred purchase price of property or services), and Restricted Payments made in cash.

"**Consolidated Interest Charges**" means, for any period, for the Parent Borrower and its Subsidiaries on a consolidated basis, the sum of total interest expense (including that attributable under Capitalized Leases) for such period with respect to all outstanding Indebtedness of the Parent Borrower and its Subsidiaries (including, without limitation, all commissions, discounts and other fees and charges owed by the Parent Borrower or its Subsidiaries with respect to letters of credit and bankers' acceptance financing and net costs under Swap Contracts in respect of interest rates to the extent such net costs are allocable to such period in accordance with GAAP).

"**Consolidated Net Income**" means, for any period, for the Parent Borrower and its Subsidiaries determined on a consolidated basis in accordance with GAAP, the consolidated net income (or loss) of the Parent Borrower and its Subsidiaries for that period; *provided*, *that* in calculating Consolidated Net Income of the Parent Borrower and its consolidated Subsidiaries for any period, there shall be excluded (a) the net income (or deficit) of any Person accrued prior to the date it becomes a Subsidiary of the Parent Borrower or is merged into or consolidated with the Parent Borrower or any of its Subsidiaries, (b) the net income (or deficit) of any Person (other than a Subsidiary of the Parent Borrower) in which the Parent Borrower or any of its Subsidiaries has an ownership interest, except to the extent that any such net income is actually received by the Parent Borrower or such Subsidiary in the form of cash dividends or similar cash distributions and (c) the net income of any Subsidiary of the Parent Borrower to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary is not at the time permitted by the terms of any Contractual Obligation (other than under any Loan Document) or Requirement of Law applicable to such Subsidiary (*provided* that, 100% of any net losses of such Subsidiary shall be included).

"**Consolidated Tangible Assets**" means, with respect to any Person as of any date of determination, the amount which, in accordance with GAAP, would be set forth under the caption "Total Assets" (or any like caption) on a consolidated balance sheet of such Person and its Subsidiaries, less all goodwill, patents, tradenames, trademarks, copyrights, franchises, experimental expenses, organization expenses and any other amounts classified as intangible assets in accordance with GAAP.

"**Contractual Obligation**" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its Property is bound.

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

"**Control Agreement**" means in respect of any deposit account, securities account, lockbox account, concentration account, collection account or disbursement account, a control agreement, in form and substance reasonably satisfactory to the Administrative Agent, which establishes the Administrative Agent's control over such account (within the meaning of Sections 8-106, 9-104 or 9-106 of the UCC, as applicable) and pursuant to which the Loan Party that is the owner of such account irrevocably instructs the bank or securities intermediary that maintains such account that such bank or securities intermediary shall follow the instructions or entitlement orders, as the case may be, of the Administrative Agent without further consent of such Loan Party. Each Control Agreement shall contain such other terms as shall be customary for agreements of such type. With respect to deposit accounts, securities accounts and other accounts of Lux Holdco maintained in Luxembourg, the term "Control Agreement" shall be deemed to refer to a Lux Account Pledge Agreement.

"**Cost**" means in respect of any Quail Rental Assets, the net cost of such Quail Rental Assets to Quail Tools after all cash and other discounts or other allowances which were allowed or taken by Quail Tools against the purchase price of such Quail Rental Assets.

"**Credit Extension**" means each of the following: (a) the making of a Loan and (b) an L/C Credit Extension.

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

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

"**Default Rate**" means (a) when used with respect to Obligations other than Letter of Credit Fees, an interest rate equal to (i) the Base Rate plus (ii) the Applicable Rate, if any, applicable to Base Rate Loans plus (iii) 2% per annum; *provided*, *however*, that with respect to a Eurodollar Rate Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Loan plus 2% per annum, and (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Rate plus 2% per annum.

"**Defaulting Lender**" means, subject to Section 2.16(b), any Lender that (a) has failed to (i) fund all or any portion of its Loans within two Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Parent Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent, the L/C Issuer or any Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit) within two Business Days of the date when due, (b) has notified the Parent Borrower, the Administrative Agent or the L/C Issuer in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent or the Parent Borrower, to confirm in writing to the Administrative Agent and the Parent Borrower that it will comply with its prospective funding obligations hereunder (*provided* that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Parent Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity or (iii) becomes the subject of a Bail-In Action; *provided* that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above, and of the effective date of such status, shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.16(b)) as of the date established therefor by the Administrative Agent in a written notice of such determination, which shall be delivered by the Administrative Agent to the Parent Borrower, any L/C Issuer, and each other Lender promptly following such determination.

"**Derivatives Counterparty**" has the meaning specified in Section 7.6.

"**Designated Borrower**" has the meaning specified in the introductory paragraph hereto.

"**Designated Borrower Notice**" has the meaning specified in Section 2.14.

"**Designated Borrower Request and Assumption Agreement**" has the meaning specified in Section 2.14.

"**Designated Jurisdiction**" means any country or territory to the extent that such country or territory itself is the subject of any Sanction.

"**Dilution Percent**" means the percent, determined for the Borrowers most recent fiscal quarter, equal to (a) bad debt write-downs or write-offs, discounts, returns, promotions, credits, credit memos and other dilutive items with respect to Accounts, divided by (b) gross sales.

"**Dilution Reserve**" means the aggregate amount of reserves in an amount equal to the Value of the Eligible Domestic Accounts Receivable multiplied by 1.0% for each percentage point (or portion thereof) that the Dilution Percent exceeds 5.0%.

"**DIP Credit Agreement**" has the meaning specified in the preliminary statements hereto.

"**Disposition**" or "**Dispose**" means the sale, transfer, license, lease or other disposition (including any sale and leaseback transaction) of any Property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

"**Disposition Reserve**" means any reserve in respect of any Disposition of Borrowing Base Collateral outside the Ordinary Course of Business established by the Administrative Agent in its Permitted Discretion.

"**Disqualified Stock**" means any Equity Interests that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder of the Equity Interests), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder of the Equity Interests, in whole or in part, in each case, on or prior to the date that is 91 days after the date (a) which is the Maturity Date or (b) on which there are no Obligations outstanding; *provided* that only the portion of Equity Interests which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock; *provided*, *further*, that if such Equity Interests is issued to any employee or to any plan for the benefit of employees of the Parent Borrower or its Subsidiaries or by any such plan to such employees, such Equity Interests shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Parent Borrower in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, death or disability; *provided*, *further*, that any class of Equity Interests of such Person that by its terms requires such Person to satisfy its obligations thereunder by delivery of Equity Interests that is not Disqualified Stock shall not be deemed to be Disqualified Stock. Notwithstanding the preceding sentence, any Equity Interests that would constitute Disqualified Stock solely because the holders of the Equity Interests have the right to require the Parent Borrower to repurchase such Equity Interests upon the occurrence of a change of control or an asset sale shall not constitute Disqualified Stock if the terms of such Equity Interests provide that the Parent Borrower may not repurchase or redeem any such Equity Interests pursuant to such provisions prior to obtaining any waiver or amendment to this Agreement required to permit such repurchase or redemption.

"**Division**" has the meaning specified in Section 1.11.

"**Dollar**" and "**$**" mean lawful money of the United States.

"**Dollar Equivalent**" means, at any time, (a) with respect to any amount denominated in Dollars, such amount, and (b) with respect to any amount denominated in any Alternative Currency, the equivalent amount thereof in Dollars as determined by the Administrative Agent or the applicable L/C Issuer, as the case may be, at such time on the basis of the Spot Rate (determined in respect of the most recent Revaluation Date) for the purchase of Dollars with such Alternative Currency.

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

"**Dominion Account**" means a special account established by a Borrower at Bank of America or another bank acceptable to the Administrative Agent, over which the Administrative Agent will have exclusive dominion and control for withdrawal purposes at any time; *provided* that, the applicable Borrower may access the funds in the Dominion Account until such time as a Cash Dominion Trigger Period exists.

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

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

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

"**Eligible Assignee**" means any Person that meets the requirements to be an assignee under Section 10.6(b)(v) and (b)(vi) (subject to such consents, if any, as may be required under Section 10.6(b)(iii)).

"**Eligible Domestic Accounts Receivable**" means Accounts of the Borrowers, invoiced from operations in the United States, payable in Dollars and meeting the criteria specified below. In determining the amount to be so included, the face amount of such Accounts shall exclude any such Accounts that the Administrative Agent determines to be ineligible in its Permitted Discretion. Unless otherwise approved in writing by the Administrative Agent, no Account of a Borrower shall be deemed to be an Eligible Domestic Account Receivable if:

(a) it arises out of a sale or rendition made by a Borrower to an Affiliate; or

(b) (i) in the case of any Account due to any Borrower from an Account Debtor other than a Qualified Account Debtor, it is unpaid more than (A) 60 days after the original payment due date and/or (B) 90 days after the original invoice date and (ii) in the case of any Account due to any Borrower from an Account Debtor (or any Affiliate thereof) whose long-term unsecured debt obligations are rated at least A2 by Moody's or A by S&P (each, a "**Qualified Account Debtor**"), it is unpaid for more than (A) 90 days after the original payment due date and/or (B) 120 days after the original invoice date; or

(c) it is from the same Account Debtor (or any Affiliate thereof) and fifty percent (50%) or more, in face amount, of all Accounts from such Account Debtor (and any Affiliate thereof) due to the Borrowers are ineligible pursuant to clause (b) above; or

(d) the Account due to a Borrower, when aggregated with all other Eligible Domestic Accounts Receivable of such Account Debtor (and any Affiliate thereof) due to all of the Borrowers, exceeds fifteen percent (15%) (or such higher percentage as the Administrative Agent may establish for any Account Debtor from time to time in its Permitted Discretion) in face value of all Eligible Domestic Accounts Receivable of the Borrowers combined then outstanding, to the extent of such excess; *provided*, to the extent that such Account is otherwise deemed to be an Eligible Domestic Account Receivable, that if such Account is supported or secured by an irrevocable letter of credit in form and substance reasonably satisfactory to the Administrative Agent, issued or confirmed by a financial institution reasonably satisfactory to the Administrative Agent, and duly transferred to the Administrative Agent (together with sufficient documentation to permit direct draws by the Administrative Agent), it shall be excluded to the extent of the face amount of such letter of credit for the purposes of such calculation; or

(e) (i) the Account Debtor is also a creditor of a Borrower, (ii) the Account Debtor has disputed its liability on, or the Account Debtor has made any claim with respect to, such Account or any other Account due from such Account Debtor to a Borrower, which has not been resolved or (iii) the Account otherwise is or may reasonably be expected to become subject to any right of setoff by the Account Debtor or with respect to which any other claim, counterclaim, chargeback, credit, defense, dispute, deduction, discount, recoupment, reserve, rebate, allowance or offset has been, or may reasonably be expected to be, asserted; *provided* that any Account deemed ineligible pursuant to this clause (e) shall only be ineligible to the extent of the amount owed by such Borrower to the Account Debtor, the amount of such dispute or claim, or the amount of such setoff, other claim, counterclaim, chargeback, credit, defense, dispute, deduction, discount, recoupment, reserve, rebate, allowance or offset, as applicable; *provided further*, that the portion of any Account that would otherwise be deemed ineligible pursuant to this clause (e) shall not be deemed ineligible pursuant to this clause (e) to the extent (i) supported or secured by an irrevocable letter of credit in form and substance reasonably satisfactory to the Administrative Agent, issued or confirmed by a financial institution reasonably satisfactory to the Administrative Agent, and duly transferred to the Administrative Agent (together with sufficient documentation to permit direct draws by the Administrative Agent) or (ii) subject to a no-offset letter in form and substance reasonably satisfactory to the Administrative Agent; or

(f) the Account Debtor has commenced a voluntary case under any Debtor Relief Law, as now constituted or hereafter amended, or made an assignment for the benefit of creditors, or if a decree or order for relief has been entered by a court having jurisdiction over the Account Debtor in an involuntary case under any Debtor Relief Law, as now constituted or hereafter amended, or if any other petition or other application for relief under any Debtor Relief Law has been filed by or against the Account Debtor, or if the Account Debtor has filed a certificate of dissolution under applicable state law or shall be liquidated, dissolved or wound-up, or shall authorize or commence any action or proceeding for dissolution,winding-up or liquidation, or if the Account Debtor has failed, suspended business, is insolvent, has declared

itself to be insolvent, is generally not paying its debts as they become due or has consented to or suffered a receiver, trustee, liquidator or custodian to be appointed for it or for all or a significant portion of its assets or affairs (any such act or event an "**Act of Bankruptcy**") unless (i) (x) a court presiding and having primary jurisdiction over the applicable Act of Bankruptcy has entered an order or decree making the applicable Borrower a "critical vendor", and such order or decree is reasonably acceptable to the Administrative Agent and (y) such Account Debtor has obtained adequate post-petition financing to pay the Accounts of such Borrower in the sole discretion of the Administrative Agent and (ii) either (A) the payment of Accounts from such Account Debtor is secured by assets of, or guaranteed by, in either case in a manner satisfactory to the Administrative Agent, a Person with respect to which an Act of Bankruptcy has not occurred and that is acceptable to the Administrative Agent; (B) if the Account from such Account Debtor arises subsequent to a decree or order for relief with respect to such Account Debtor under any Debtor Relief Law, as now or hereafter in effect, the Administrative Agent shall have determined that the timely payment and collection of such Account will not be impaired; or (C) the payment of such Account is supported or secured by an irrevocable letter of credit in form and substance satisfactory to the Administrative Agent, issued or confirmed by a financial institution satisfactory to the Administrative Agent, and duly transferred to the Administrative Agent (together with sufficient documentation to permit direct draws by the Administrative Agent); or

(g) the sale is to an Account Debtor outside of the United States unless (i) such Account Debtor is a Qualified Account Debtor, (ii) such Account Debtor has supplied the applicable Borrower with an irrevocable letter of credit in form and substance satisfactory to the Administrative Agent, issued or confirmed by a financial institution satisfactory to the Administrative Agent and which has been duly transferred to the Administrative Agent (together with sufficient documentation to permit direct draws by the Administrative Agent); or (iii) such Account is fully insured by credit insurance satisfactory to the Administrative Agent; *provided* that the maximum aggregate amount of Accounts eligible under (i), (ii) and (iii) above shall not exceed $2,500,000 at any time; or

(h) the sale to the Account Debtor is on a bill-and-hold, cash-on-delivery, guarantied sale, sale-and-return, sale on approval or consignment basis or made pursuant to any other written agreement providing for repurchase or return or from a sale for personal, family or household purposes; or

(i) the Administrative Agent determines in its Permitted Discretion that collection of such Account is insecure or that such Account may not be paid by reason of the Account Debtor's financial inability to pay; or

(j) the Account Debtor is the United States of America, any State or any political subdivision, department, agency or instrumentality thereof, unless such Borrower duly assigns its rights to payment of such Account to the Administrative Agent pursuant to the Collateral Assignment of Claims Act of 1940 (31 U.S.C. § 3727 et seq.) or complies with any similar State or local law as the Administrative Agent shall require; or

(k) the goods giving rise to such Account have not been delivered to and accepted by the Account Debtor or the services giving rise to such Account have not been performed by such Borrower and accepted by the Account Debtor or the Account otherwise does not represent a final sale (except to the extent that such Account arises from a leasing transaction); or

(l) any documentation relating to the Account fails to comply in any material respect with all applicable legal requirements, including, where applicable, the Federal Consumer Credit Protection Act, the Federal Truth in Lending Act and Regulation Z of the Board of Governors of the Federal Reserve System; or

(m) the Administrative Agent does not have a valid and perfected first priority security interest in such Account or such Account is subject to any Lien (other than Permitted Liens) or the Account does not otherwise conform to the covenants, representations and warranties contained in the Credit Agreement, any Collateral Document or any of the other Loan Documents with respect to Accounts; or

(n) it is subject to any adverse security deposit, progress payment, retainage (so long as such retainage is not then due and payable) or other similar advance made by or for the benefit of the applicable Account Debtor; *provided* that any Account deemed ineligible pursuant to this clause (n) shall only be ineligible to the extent of the amount of any such deposit, payment, retainage or other similar advance; or

(o) it is evidenced by or arises under any instrument or chattel paper, or it has been reduced to judgment; or

(p) the Account Debtor has a presence in a State requiring the filing of Notice of Business Activities Report or similar report in order to permit the applicable Borrower to seek judicial enforcement in such State of payment of such Account unless such Borrower has qualified to do business in such State or has filed a Notice of Business Activities Report or equivalent report for the then current year or such failure to file and inability to seek judicial enforcement is capable of being remedied without any material delay or material cost; or

(q) it arises from progress billings or other billing arrangements such that the obligation of the Account Debtor with respect to such Account is conditioned upon such Borrower's satisfactory completion of any further performance under the agreement giving rise thereto; or

(r) the Account Debtor is subject to Sanctions or listed on any specially designated nationals list maintained by OFAC; or

(s) it includes a billing for interest, fees or late charges, but only to the extent thereof; or

(t) it is deemed by the Administrative Agent in its Permitted Discretion to be otherwise ineligible.

"**Eligible Rental Equipment**" means the appraised Quail Rental Assets. Unless otherwise approved in writing by the Administrative Agent, no Quail Rental Assets shall be Eligible Rental Equipment unless: (i) it is owned solely by Quail Tools and Quail Tools has good, valid and marketable title thereto; (ii) it is at all times subject to the Administrative Agent's valid and duly perfected first priority security interest granted pursuant to the Security Agreement and no other Lien (other than (x) any Permitted Liens or (y) any Lien of a landlord, warehouseman, processor, repairman, mechanic, shipper, freight forwarder, broker or other Person who possess any Quail Rental Assets unless a Lien Waiver or a Rent and Charges Reserve with respect thereto is required and exists, in each case in accordance with clause (ii)

of the following sentence); (iii) Quail Tools shall at all times have title to such Quail Rental Assets and shall have the ability to direct the disposition thereof (subject only to the rights of any lessee under any lease in effect with respect to such Quail Rental Assets) and such Quail Rental Asset is not located outside the continental United States, Alaska or the Gulf of Mexico waters subject to U.S. state or federal jurisdiction; (iv) it is not obsolete, unmerchantable, slow moving, in other than good working order and condition (ordinary wear and tear excepted), in each case, as determined by the Administrative Agent in its Permitted Discretion; (v) it conforms in all respects to the covenants, warranties and representations set forth in this Agreement or any other Collateral Document with respect to Quail Rental Assets; (vi) is not subject to any agreement that restricts the ability of Quail Tools to use, sell, transport or dispose of such Quail Rental Assets (other than this Agreement or any other Loan Document or Indebtedness permitted under Section 7.3(m) or any Refinancing Debt in respect thereof) or that restricts the Administrative Agent's ability to take possession of, sell or otherwise dispose of such Quail Rental Assets (subject only to the rights of any lessee under any lease in effect with respect to such Quail Rental Assets); or (vii) it does not constitutes "fixtures" under the applicable Laws of the jurisdiction in which such Quail Rental Assets is located. In no event shall Eligible Rental Equipment include (i) any Quail Rental Assets held under a Vendor Lease, (ii) any Quail Rental Assets held at a non-owned property (other than Quail Rental Assets on active lease located at customer locations in the Ordinary Course of Business) unless the lessor or such Person in possession of the Quail Rental Assets has delivered a Lien Waiver (except if a Rent and Charges Reserve for amounts due or to become due with respect to such facility has been established by Administrative Agent in its Permitted Discretion); *provided* that a Lien Waiver shall not be required in connection with any Quail Rental Asset that is temporarily (A) located on leased premises, (B) held by a warehouseman, processor, shipper, broker or freight forwarder, or (C) held by a repairman, mechanic or bailee, in each case for a period of less than 60 days (it being understood that the Administrative Agent may still impose a Rent and Charges Reserve in such circumstances in its Permitted Discretion), (iii) any Quail Rental Asset that is being held for sale or is not used or held for use by Quail Tools in the Ordinary Course of Business, or (iv) any Quail Rental Assets otherwise deemed ineligible by the Administrative Agent in its Permitted Discretion.

"**Eligible Unbilled Domestic Accounts Receivable**" means Accounts of the Borrowers, other than Eligible Domestic Accounts Receivable, which would qualify as an Eligible Domestic Account Receivable except that the invoice with respect thereto has not yet been submitted to the Account Debtor, so long as the period following the date on which a Borrower recognizes such Account in its books and records and prior to the date of the issuance of the invoice with respect thereto is less than 30 days.

"**EMU Legislation**" means the legislative measures of the European Council for the introduction of, changeover to or operation of a single or unified European currency.

"**Environmental Laws**" means any and all Federal, state, local, and foreign statutes, laws, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, governmental agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any Hazardous Materials into the environment, including those related to air emissions and discharges to waste or public systems.

"**Environmental Liability**" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Parent Borrower, any other Loan Party or any of their respective Subsidiaries resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"**Environmental Permit**" means any permit, approval, identification number, license or other authorization required under any Environmental Law.

"**Equity Interests**" means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"**ERISA Affiliate**" means any trade or business (whether or not incorporated) under common control with the Parent Borrower within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 or 430 of the Code or Section 302 or 303 of ERISA).

"**ERISA Event**" means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by the Parent Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a "substantial employer" (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by the Parent Borrower or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; or (f) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Parent Borrower or any ERISA Affiliate.

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

"**Euro**" and "**EUR**" mean the lawful currency of the Participating Member States introduced in accordance with the EMU Legislation.

"**Eurodollar Base Rate**" means:

(a) for any Interest Period with respect to a Eurodollar Rate Loan, the rate per annum equal to the London Interbank Offered Rate ("**LIBOR**") or a comparable or successor rate, which rate is approved by the Administrative Agent, as published on the applicable Bloomberg screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, for Dollar deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period. If such rate is not available at such time for any reason, then the "Eurodollar Base Rate" for such Interest Period shall be the rate per annum determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery on the first day of such Interest Period in same day funds in the approximate amount of the Eurodollar Rate Loan being made, continued or converted by Bank of America and with a term equivalent to such Interest Period would be offered by Bank of America's London Branch to major banks in the London interbank eurodollar market at their request at approximately 11:00 a.m. (London time) two Business Days prior to the commencement of such Interest Period; and

(b) for any rate calculation with respect to a Base Rate Loan on any date, the rate per annum equal to LIBOR, at or about 11:00 a.m., London time determined two Business Days prior to such date for U.S. Dollar deposits with a term of one month commencing that day;

provided that to the extent a comparable or successor rate is approved by the Administrative Agent in connection with any rate set forth in this definition, the approved rate shall be applied in a manner consistent with market practice; *provided, further* that to the extent such market practice is not administratively feasible for the Administrative Agent, such approved rate shall be applied in a manner as otherwise reasonably determined by the Administrative Agent.

"**Eurodollar Rate**" means for any Interest Period with respect to a Eurodollar Rate Loan, or a Base Rate Loan the interest rate on which is determined by reference to the Eurodollar Rate component of the Base Rate, a rate per annum determined by the Administrative Agent pursuant to the following formula:

$$\text{Eurodollar Rate} = \frac{\text{Eurodollar Base Rate}}{1.00 - \text{Eurodollar Reserve Percentage}}$$

provided that, if the Eurodollar Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"**Eurodollar Rate Loan**" means a Loan that bears interest at a rate based on the Eurodollar Rate.

"**Eurodollar Reserve Percentage**" means, for any day during any Interest Period, the reserve percentage (expressed as a decimal, carried out to five decimal places) in effect on such day, whether or not applicable to any Lender, under regulations issued from time to time by the FRB for determining the maximum reserve requirement (including any emergency, supplemental or other marginal reserve requirement) with respect to Eurocurrency funding (currently referred to as "Eurocurrency liabilities"). The Eurodollar Rate for each outstanding Eurodollar Rate Loan shall be adjusted automatically as of the effective date of any change in the Eurodollar Reserve Percentage.

"**Event of Default**" has the meaning specified in Section 8.1.

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

"**Excluded Account**" means (i) any deposit account, securities account or commodities account exclusively used for payroll, payroll taxes and other employee wage and benefit payment to or for the benefit of the Parent Borrower's or any Subsidiary's salaried employees in each case as long as such account remains a zero-balance account or, with respect to any such account maintained in Louisiana, constitutes an Immaterial Account on each Business Day other than the Business Day immediately preceding the payment of payroll and (ii) any deposit account, trust account, escrow account or security deposit established pursuant to statutory obligations or for the payment of taxes or holding funds in trust for third parties not affiliated with the Parent Borrower in the Ordinary Course of Business or in connection with acquisitions, investments or dispositions permitted under this Agreement, deposits in the Ordinary Course of Business in connection with workers' unemployment insurance and other types of social security and escrow accounts established pursuant to contractual obligations to third parties not affiliated with the Parent Borrower for casualty payments and insurance proceeds.

"**Excluded Foreign Subsidiary**" means (a) Lux Holdco and (b) any other Foreign Subsidiary the primary assets of which are Equity Interests of Domestic Subsidiaries.

"**Excluded Subsidiaries**" means: (a) (i) any Foreign Subsidiary (other than an Excluded Foreign Subsidiary), (ii) any CFC Holdco or (iii) any Domestic Subsidiary owned by any Foreign Subsidiary (other than an Excluded Foreign Subsidiary), (b) any Domestic Subsidiary designated by the Parent Borrower by written notice to the Administrative Agent as an "Excluded Subsidiary" and certified by a Responsible Officer of the Parent Borrower to the Administrative Agent that (i) such Domestic Subsidiary has no material assets other than Equity Interests of one or more other Excluded Subsidiaries or (ii) substantially all of such Domestic Subsidiary's revenues for the fiscal year most recently ended were generated (or, in the case of a newly-formed or acquired Subsidiary, are intended by the Parent Borrower to be generated in the current fiscal year) from assets, including rigs and equipment, located outside of the United States (including located outside the territorial waters of the United States) and/or contracts performed primarily outside of the United States (including performed outside of the territorial waters of the United States); *provided*, *that* a Subsidiary shall cease to be an Excluded Subsidiary if (and for so long as) either (x) it provides a guaranty of the Term Loan Obligations or any other Junior Loan Obligations or (y) ceases to satisfy the requirements set forth in clause (b)(i) or (ii) above, (c) any Subsidiary that is prohibited by law, regulation or contractual obligation (provided that such contractual obligation existed at the time such Subsidiary was acquired and was not entered into in contemplation of such acquisition) from providing a Guarantee under the Guaranty or that would require a governmental (including regulatory) consent, approval, license or authorization in order to provide such Guarantee or where the provision of such Guarantee would result in material adverse tax consequences as reasonably determined by the Parent Borrower in consultation with the Administrative Agent, (d) special purpose entities used for permitted securitization facilities, if any, (e) any not for profit Subsidiary and (f) any Subsidiary to the extent that the burden or cost of providing a Guarantee under the Guaranty outweighs the benefit afforded thereby as reasonably determined by the Administrative Agent and the Parent Borrower.

"**Excluded Swap Obligation**" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guaranty of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or

official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder (determined after giving effect to Section 3.8 and any other "keepwell, support or other agreement" for the benefit of such Guarantor and any and all Guaranties of such Guarantor's Swap Obligations by other Loan Parties) at the time of the Guaranty of such Guarantor, or a grant by such Guarantor of a security interest, becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guaranty or security interest is or becomes excluded in accordance with the first sentence of this definition.

"**Excluded Taxes**" means any of the following Taxes imposed on or with respect to the Administrative Agent, any Lender, any L/C Issuer or any other recipient of any payment or required to be withheld or deducted from a payment to such recipient, (a) Taxes imposed on or measured by net income (however denominated), branch profits Taxes, and franchise Taxes, in each case, (i) imposed as a result of such recipient being organized under the Laws of, or having its principal office or, in the case of any Lender or L/C Issuer, its Lending Office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender or L/C Issuer, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender or L/C Issuer with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender or L/C Issuer acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Parent Borrower under Section 10.13) or (ii) such Lender changes its Lending Office, except in each case to the extent that, pursuant to Section 3.1(a)(ii) or (c), amounts with respect to such Taxes were payable either to such Lender or L/C Issuer's assignor immediately before such Lender or L/C Issuer became a party hereto or to such Lender or L/C Issuer immediately before it changed its Lending Office, (c) Taxes attributable to such recipient's failure to comply with Section 3.1(e), and (d) any U.S. federal withholding Taxes imposed by FATCA.

"**Existing Letters of Credit**" means each letter of credit described in Schedule 1.1(a) attached hereto.

"**FASB ASC**" means the Accounting Standards Codification of the Financial Accounting Standards Board.

"**FATCA**" means Sections 1471 through 1474 of the Code, as of the Closing Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"**Federal Funds Rate**" means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to Bank of America on such day on such transactions as determined by the Administrative Agent.

"**Fee Letter**" means the letter agreement, dated December 12, 2018, among the Parent Borrower, the Administrative Agent and the Arrangers.

"**Final Order**" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice.

"**Foreign Benefit Event**" means, with respect to any Foreign Plan or Foreign Government Scheme or Arrangement, (i) the failure to make or, if applicable, accrue in accordance with normal accounting practices, any employer or employee contributions required by applicable law or by the terms of such Foreign Plan or Foreign Government Scheme or Arrangement; (ii) the failure to register or loss of good standing (if applicable) with applicable regulatory authorities of any such Foreign Plan or Foreign Government Scheme or Arrangement required to be registered; or (iii) the failure of any Foreign Plan or Foreign Government Scheme or Arrangement to comply with any provisions of applicable law and regulations or with the terms of such Foreign Plan or Foreign Benefit Arrangement.

"**Foreign Government Scheme or Arrangement**" has the meaning specified in Section 5.12(d).

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

"**Foreign Plan**" has the meaning specified in Section 5.12(d).

"**Foreign Subsidiary**" means any Subsidiary that is organized under the laws of a jurisdiction other than the United States, a State thereof or the District of Columbia.

"**FRB**" means the Board of Governors of the Federal Reserve System of the United States.

"**Fronting Exposure**" means, at any time there is a Defaulting Lender, with respect to the L/C Issuer, such Defaulting Lender's Applicable Percentage of the Outstanding Amount of all outstanding L/C Obligations other than L/C Obligations as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof.

"**Fund**" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

"**GAAP**" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

"**Governmental Authority**" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"**Guarantee**" means, as to any Person, any (a) obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the "**primary obligor**") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien); *provided*, *however*, that the term Guarantee shall not include endorsements of instruments for deposit or collection in the Ordinary Course of Business. The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term "Guarantee" as a verb has a corresponding meaning.

"**Guarantors**" means the Parent Borrower, any other Borrower and the Subsidiary Guarantors.

"**Guaranty**" means that certain Guaranty Agreement dated as of the Closing Date (as amended, restated, supplemented or otherwise modified from time to time), together with each other guaranty and guaranty supplement delivered pursuant to Section 6.9.

"**Hazardous Materials**" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes regulated pursuant to, or could give rise to liability under, any Environmental Law due to their harmful or deleterious properties.

"**Hedge Bank**" means (a) any Person that, at the time it enters into a Swap Contract permitted underArticle VI or VII, is a Lender or an Affiliate of a Lender, in its capacity as a party to such Swap Contract and (b) any Lender or Affiliate of a Lender that is party to a Swap Contract with the Parent Borrower or one of its Subsidiaries as of the Closing Date or the date that such Person or such Person's Affiliate becomes a Lender hereunder.

"**Honor Date**" has the meaning specified in Section 2.3(c)(i).

"**Immaterial Account**" means any account in which the aggregate amount on deposit (or, in the case of any securities account, the total fair market value of all securities held in such account) does not at any time exceed $25,000; *provided*, that if the aggregate amount on deposit (or, in the case of any securities account, the total fair market value of all securities held) at all such Immaterial Accounts exceeds $250,000, Parent Borrower shall provide notice to the Administrative Agent identifying one or more of such Immaterial Accounts which shall no longer be considered an Immaterial Account such that after giving effect thereto, the aggregate amount on deposit (or, in the case of any securities account, the total fair market value of all securities held) at all such Immaterial Accounts is equal to or less than $250,000.

"**Immaterial Subsidiary**" means any Subsidiary designated by the Parent Borrower, by written notice to the Administrative Agent, as an "Immaterial Subsidiary"; *provided*, that (a) no Subsidiary may be so designated unless such Subsidiary (i) generated less than 2.5% of Consolidated EBITDA for the last Measurement Period, (ii) owned assets that have an aggregate fair market value less than 2.5% of Consolidated Tangible Assets of the Parent Borrower and its Subsidiaries as of the end of such Measurement Period and (iii) owns no direct Equity Interests in any Loan Party and (b) any Subsidiary shall automatically cease to be an Immaterial Subsidiary if at the end of any subsequent Measurement Period such Subsidiary would not meet the requirements set forth in the foregoing clause (a). Notwithstanding anything to the contrary herein, it is acknowledged and agreed that as of the Closing Date Parker Drilling International Holding Company, LLC, a Delaware limited liability company, Parker Drilling Investment Company, an Oklahoma corporation, and PKD Sales Corporation, an Oklahoma corporation, each constitute an Immaterial Subsidiary.

"**Incurrence Date**" means the date on which any Junior Loan Obligations are incurred or are to be incurred.

"**Indebtedness**" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations of such Person for borrowed money;

(b) all obligations of such Person for the deferred purchase price of Property or services (other than (i) trade payables incurred in the ordinary course of such Person's business, and (ii) any earn-out obligation until such obligation becomes a liability on the balance sheet or such Person in accordance with GAAP and if not paid after becoming due and payable);

(c) all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to Property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such Property);

(e) all Attributable Indebtedness in respect of Capitalized Leases and Synthetic Lease Obligations of such Person and all Synthetic Debt of such Person;

(f) all obligations of such Person, contingent or otherwise, as an account party or applicant under acceptance, letter of credit or similar facilities;

(g) all obligations of such Person, contingent or otherwise, to purchase, redeem, retire, defease or otherwise acquire for value (other than through the issuance of common stock of such Person) any Equity Interest in such Person or any other Person, other than any such obligations the payment of which would be permitted by Section 7.6(d); *provided* that such obligations to acquire Equity Interests after 91 days after the Maturity Date shall not be Indebtedness for purposes of this clause (g);

(h) all Guarantees of such Person in respect of any of the foregoing;

(i) all obligations of the kind referred to in clauses (a) through (h) above secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on Property (including, without limitation, accounts and contract rights) owned by such Person (other than a Lien of the type described in Section 7.1(t)), whether or not such Person has assumed or become liable for the payment of such obligation; *provided*, *however*, if such Indebtedness is limited in recourse solely to such Property, then the amount of such Indebtedness for purposes of this Agreement will not exceed the fair market value of such Property; and

(j) for purposes of Section 8.1(e) only, net obligations of such Person under any Swap Contract.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is expressly made non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. Notwithstanding the foregoing, Indebtedness shall not include any indebtedness which has been defeased in accordance with GAAP or defeased pursuant to the deposit of cash or Cash Equivalents (in an amount sufficient to satisfy all such indebtedness obligations at maturity or redemption, as applicable, and all payments of interest and premium, if any) in a trust or account created or pledged for the sole benefit of the holders of such indebtedness, and subject to no other Liens.

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

"**Indemnitees**" has the meaning specified in Section 10.4(b).

"**Information**" has the meaning specified in Section 10.7.

"**Initial Projections**" has the meaning specified in Section 4.1(a)(xvii).

"**Intellectual Property**" means the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, copyrights, copyright licenses, patents, patent licenses, trademarks, trademark licenses, trade dress, technology, know-how and processes, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"**Intercreditor Agreement**" means that certain Intercreditor Agreement dated as of the Closing Date, by and between the Administrative Agent and the Term Loan Agent, and acknowledged by the Loan Parties, as amended restated, modified, supplemented, extended, increased, renewed or replaced in any manner.

"**Interest Payment Date**" means, (a) as to any Eurodollar Rate Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date; *provided*, *however*, that if any Interest Period for a Eurodollar Rate Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates; and (b) as to any Base Rate Loan, the first day of each January, April, July and October and the Maturity Date.

"**Interest Period**" means, as to each Eurodollar Rate Loan, the period commencing on the date such Eurodollar Rate Loan is disbursed or converted to or continued as a Eurodollar Rate Loan and ending on the date one, two, three or six months thereafter, as selected by the Parent Borrower in its Committed Loan Notice; *provided* that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(c) no Interest Period shall extend beyond the Maturity Date.

"**Investment**" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person (including by way of Guarantee or otherwise), or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a business unit or all or a substantial part of the business of, such Person. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

"**IRS**" means the United States Internal Revenue Service.

"**ISP**" means, with respect to any Letter of Credit, the "International Standby Practices 1998" published by the Institute of International Banking Law & Practice, Inc. (or such later version thereof as may be in effect at the time of issuance of such Letter of Credit).

"**Issuer Documents**" means with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by the applicable L/C Issuer and the Parent Borrower (or any Subsidiary) or in favor of such L/C Issuer and relating to any such Letter of Credit.

"**Junior Loan Documents**" means any agreements, instruments or documents evidencing and/or governing any Junior Loan Obligations other than Term Loan Obligations.

"**Junior Loan Obligations**" means (a) the Term Loan Obligations, (b) any other Indebtedness that is secured by a Lien that is subordinated to the Liens securing the Obligations on terms satisfactory to the Administrative Agent or that is unsecured and (c) Capitalized Amounts in respect of or attributable to the Indebtedness described in the preceding clauses (a) and (b).

"**Laws**" means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements or determination of an arbitration with, any Governmental Authority, in each case whether or not having the force of law.

"**L/C Advance**" means, with respect to each Lender, such Lender's funding of its participation in any L/C Borrowing in accordance with its Applicable Percentage. All L/C Advances shall be denominated in Dollars.

"**L/C Borrowing**" means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed on the date when made or refinanced as a Borrowing. All L/C Borrowings shall be denominated in Dollars.

"**L/C Credit Extension**" means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

"**L/C Issuer**" means (a) in respect of the Existing Letters of Credit only, Bank of America and (b) in respect of each Letter of Credit issued hereunder on or after the Closing Date, (1) Bank of America in its capacity as an issuer of Letters of Credit hereunder, (2) Deutsche Bank AG New York Branch in its capacity as an issuer of Letters of Credit hereunder, (3) any other Lender from time to time designated by the Parent Borrower as an L/C Issuer with the consent of such Lender and the Administrative Agent, or (4) any successor issuer of Letters of Credit hereunder.

"**L/C Issuer Sublimit**" means (i) $15,000,000 in the case of Bank of America, and (ii) $15,000,000 in the case of Deutsche Bank AG New York Branch, as such amounts may be adjusted from time to time by the agreement of the L/C Issuers.

"**L/C Obligations**" means, as at any date of determination, the aggregate amount available to be drawn under all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts, including all L/C Borrowings. For purposes of computing the amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.9. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"**Lender**" has the meaning specified in the introductory paragraph hereto.

"**Lending Office**" means, as to any Lender, the office or offices of such Lender described as such in such Lender's Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Parent Borrower and the Administrative Agent.

"**Letter of Credit**" means any standby or commercial letter of credit, foreign guaranty, documentary banker's acceptance, indemnity, reimbursement agreement or similar instrument issued by an L/C Issuer hereunder for the account or benefit of Parent Borrower or its Subsidiaries and shall be deemed to include the Existing Letters of Credit. Letters of Credit may be issued in Dollars or in an Alternative Currency.

"**Letter of Credit Application**" means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the relevant L/C Issuer.

"**Letter of Credit Expiration Date**" means the day that is seven days prior to the Maturity Date (or, if such day is not a Business Day, the next preceding Business Day).

"**Letter of Credit Fee**" has the meaning specified in Section 2.3(i).

"**Letter of Credit Sublimit**" means an amount equal to $30,000,000. The Letter of Credit Sublimit is part of, and not in addition to, the Aggregate Commitments hereunder.

"**LIBOR Screen Rate**" means the LIBOR quote on the applicable screen page the Administrative Agent designates to determine LIBOR (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time).

"**LIBOR Successor Rate**" has the meaning specified in Section 2.15.

"**LIBOR Successor Rate Conforming Changes**" means, with respect to any proposed LIBOR Successor Rate, any conforming changes to the definition of Base Rate, Interest Period, timing and frequency of determining rates and making payments of interest and other administrative matters as may be appropriate, as agreed between the Administrative Agent and the Parent Borrower, to reflect the adoption of such LIBOR Successor Rate and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent determines that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such LIBOR Successor Rate exists, in such other manner of administration as the Administrative Agent agrees with the Parent Borrower).

"**Lien**" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

"**Lien Waiver**" means an agreement, in form and substance reasonably satisfactory to the Administrative Agent, by which (a) for any Quail Rental Assets located on leased premises, the lessor waives or subordinates any Lien it may have on such Quail Rental Assets, and agrees to permit the Administrative Agent to enter upon the premises and remove such Quail Rental Assets or to use the premises to store or dispose of such Quail Rental Assets; (b) for any Quail Rental Assets held by a warehouseman, processor, shipper, broker or freight forwarder, such Person waives or subordinates any Lien it may have on such Quail Rental Assets, agrees to hold any documents in its possession relating to such Quail Rental Assets as agent for the Administrative Agent, and agrees to deliver such Quail Rental Assets to the Administrative Agent upon request; (c) for any Quail Rental Assets held by a repairman, mechanic or bailee, such Person acknowledges the Administrative Agent's Lien, waives or subordinates any Lien it may have on such Quail Rental Assets, and agrees to deliver such Quail Rental Assets to the Administrative Agent upon request or permit the Administrative Agent to take possession of such Quail Rental Assets and (d) for any Quail Rental Assets subject to a licensor's intellectual property rights, the licensor grants to the Administrative Agent the right, vis-à-vis such licensor, to enforce the Administrative Agent's Liens with respect to the Quail Rental Assets, including the right to dispose of it with the benefit of the Intellectual Property, whether or not a default exists under any applicable license. Notwithstanding the foregoing, a Lien Waiver shall not be required to be delivered in connection with any Quail Rental Assets that are temporarily (i) located on leased premises, (ii) held by a warehouseman, processor, shipper, broker or freight forwarder, or (iii) held by a repairman, mechanic or bailee, in each case for a period of less than 60 days.

"**Line Cap**" means, as of any date of determination, the lesser of (a) the Aggregate Commitments and (b) the Borrowing Base then in effect.

"**Liquidity**" means, as of any date of determination, the sum of (a) all domestic unrestricted cash of the Borrowers held in the Liquidity Account (*provided* that the amount of Liquidity contributed pursuant to thisclause (a) shall not exceed $10,000,000) and (b) Availability.

"**Liquidity Account**" means the deposit account number XXXXXX6694 maintained with Bank of America;*provided* that, such deposit account is subject to no Liens other than the Administrative Agent's first priority security interest and, subject to the Intercreditor Agreement, Liens permitted under Sections 7.1(q)(ii) and (w).

"**Loan**" means any loan made by the Lenders pursuant to this Agreement, including loans made pursuant toSection 2.1 and any Protective Advance.

"**Loan Documents**" means, collectively, this Agreement, each Designated Borrower Request and Assumption Agreement, the Notes, the Guaranty, the Collateral Documents, the Fee Letter, the Intercreditor Agreement and each Issuer Document, and, in each case, all other agreements and certificates (including, without limitation, any perfection certificates) executed by a Loan Party in connection with this Agreement (exclusive of commitment letters and term sheets pertaining to this Agreement as in effect on the Closing Date, and, for the avoidance of doubt, any Secured Cash Management Agreement and any Secured Hedge Agreement).

"**Loan Parties**" means, collectively, Parent Borrower, any other Borrower and each Subsidiary Guarantor.

"**Luxembourg**" means the Grand Duchy of Luxembourg.

"**Lux Account Pledge Agreement**" means a first ranking Luxembourg law account pledge agreement, in form and substance reasonably satisfactory to the Administrative Agent, entered into between Lux Holdco as pledgor and the Administrative Agent as security agent in respect of any Luxembourg accounts of Lux Holdco (other than an Excluded Account or Immaterial Account).

"**Lux Holdco**" means PD Holdings Domestic Company S.a.r.l., a *société à responsabilité limitée* (private limited liability company) incorporated and validly existing under the laws of Luxembourg, having its registered office at 8-10, avenue de la Gare, L-1610 Luxembourg, Grand-Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies (*Registre de commerce et des Sociétés*) (the "RCS") under number B227202.

"**Lux Receivables Pledge Agreement**" means a first ranking Luxembourg law receivables pledge agreement, in substantially the form of Exhibit L hereto, that may be entered into between Lux Holdco as pledgor, the applicable debtor and the Administrative Agent, as security agent, after the Closing Date.

"Lux Security Agreements" means, collectively, the Lux Share Pledge Agreement, any Lux Account Pledge Agreement and any Lux Receivables Pledge Agreement.

"**Lux Share Pledge Agreement**" means a first ranking Luxembourg law share pledge agreement dated on or about the date hereof and entered into between Parker North America Operations, LLC, as pledgor, the Administrative Agent as security agent and Lux Holdco as company, in relation to all outstanding Equity Interests of Lux Holdco.

"**Material Adverse Effect**" means any event, development or circumstance that has had or could reasonably be expected to have (a) a material adverse effect upon the business, assets, properties or financial condition of the Parent Borrower and its Subsidiaries taken as a whole; (b) a material impairment of the rights and remedies of the Administrative Agent or any Lender under any Loan Document or of the ability of any Loan Party to perform its obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity or enforceability against any Loan Party of any material provision of any Loan Document to which it is a party.

"**Material Subsidiary**" means (a) Lux Holdco, (b) any Subsidiary that directly or indirectly owns Equity Interests of a Borrower and (c) each Domestic Subsidiary that is not an Immaterial Subsidiary.

"**Maturity Date**" means March 26, 2023; *provided*, *however*, that if such date is not a Business Day, the Maturity Date shall be the next preceding Business Day.

"**Measurement Period**" means, at any date of determination, the most recently completed four fiscal quarters of the Parent Borrower and its Subsidiaries for which financial statements are required to have been delivered pursuant to Section 6.1(a) or (b).

"**Moody's**" means Moody's Investors Service, Inc. and any successor thereto.

"**Mortgage**" means any first preferred fleet mortgage (as amended from time to time) in form and substance reasonably satisfactory to the Administrative Agent and executed and recorded on or after the date hereof over a Specified Barge Rig which is pledged to the Administrative Agent, as trustee, for security of the Obligations, in each case, as may be amended, restated, supplemented or otherwise modified from time to time.

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

"**Net Amount**" means with respect to any Account at any time, the face amount of such Account on any date less (to the extent not otherwise deducted pursuant to the definition of "Eligible Domestic Accounts Receivable") any and all returns, rebates, discounts (which may, at the Administrative Agent's option, be calculated on shortest terms), credits, allowances or taxes (including any sales, excise or other taxes) at any time issued, owing, claimed by any Account Debtor, granted, outstanding or payable in connection with, or any interest accrued on the amount of, such Account at such time.

"**Net Book Value**" means (i) Cost minus (ii) accumulated depreciation calculated (A) in accordance with GAAP and (B) consistently with the Borrowers' accounting practices as of the Closing Date.

"**Net Cash Proceeds**" means, in connection with any issuance or sale of debt securities or instruments or the incurrence of loans, the cash proceeds received from such issuance or incurrence, net of attorneys' fees, investment banking fees, accountants' fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection therewith.

"**Net Equipment OLV**" means, as reasonably determined by the Administrative Agent in good faith based on the most recent appraisal conducted prior to the Closing Date or conducted pursuant to Section 6.12 after the Closing Date, the appraised value of the Eligible Rental Equipment that is estimated to be recoverable in an orderly liquidation of such equipment (less applicable freight and duty charges, if any), net of liquidation expenses.

"**Net Loss Proceeds**" means, in connection with any Casualty Event, all insurance proceeds or other amounts actually received, less any deductibles applied or to be paid and any costs and expenses incurred in the collection thereof.

"**Non-Consenting Lender**" has the meaning set forth in Section 10.1.

"**Non-Defaulting Lender**" means, at any time, each Lender that is not a Defaulting Lender at such time.

"**Non-Extension Notice Date**" has the meaning specified in Section 2.3(b)(iii).

"**Non-JLO Indebtedness**" means all Indebtedness of the Parent Borrower and its Subsidiaries other than (a) Junior Loan Obligations and (b) Indebtedness of the type described in clause (f) of the definition of "Indebtedness", except to the extent such Indebtedness has been drawn and not reimbursed.

"**Non-Recourse Debt**" means Indebtedness and other obligations of the Parent Borrower or any Subsidiary incurred for the purpose of financing all or any part of the purchase price or cost of construction, design, repair, replacement, installation, or improvement of property, plant or equipment used in the business of the Parent Borrower or such Subsidiary with respect to which:

(a) the holders of such Indebtedness and other obligations agree that they will look solely to the property so acquired or constructed and securing such Indebtedness (plus improvements, accessions, proceeds or distributions and directly related general intangibles) and other obligations, and neither the Parent Borrower nor any Subsidiary (i) provides any direct or indirect credit support, including any undertaking, agreement or instrument that would constitute Indebtedness or (ii) is otherwise directly or indirectly liable for such Indebtedness; and

(b) no default with respect to such Indebtedness or obligations would cause, or permit (after notice or passage of time or otherwise), according to the terms thereof, any holder (or any representative of any such holder) of any other Indebtedness of the Parent Borrower or such Subsidiary equal to or in excess of the Threshold Amount to declare a default on such Indebtedness or cause the payment, repurchase, redemption, defeasance or other acquisition or retirement for value thereof to be accelerated or payable prior to any scheduled principal payment, scheduled sinking fund or scheduled maturity.

"**Note**" means a promissory note made by the Borrowers in favor of a Lender or its registered assigns evidencing Loans made by such Lender to the Borrowers, substantially in the form of Exhibit C, or an amended, restated or replacement note otherwise reasonably satisfactory to the Administrative Agent.

"**Obligations**" means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan, Letter of Credit, Secured Cash Management Agreement or Secured Hedge Agreement, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding; *provided*, *that* (a) obligations of the Parent Borrower or any Subsidiary under any Secured Cash Management Agreement or Secured Hedge Agreement shall constitute "Obligations" hereunder only until the Termination Date, (b) any release of Collateral or Loan Parties (other than the Parent Borrower) effected in the manner permitted by this Agreement shall not require the consent of holders of obligations under the Secured Cash Management Agreements and Secured Hedge Agreements, and (c) the Obligations shall exclude any Excluded Swap Obligations.

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of the Treasury.

"**Ordinary Course of Business**" means with respect to any transaction involving any Person, the ordinary course of such Person's business, as conducted by such Person in accordance with past practices and undertaken by such Person in good faith and not for the purpose of evading any covenant or restriction in any Loan Document.

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

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

"**Other Taxes**" means all present or future stamp, court or documentary, intangible, recording, registration, filing or similar Taxes or any other excise or property or similar Taxes arising from any payment made hereunder or under any other Loan Document or from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, this Agreement or any other Loan Document, except (i) any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment pursuant to Section 3.6), and (ii) any such stamp, registration and other similar Taxes payable in connection with a registration by the Administrative Agent of any Loan Document (and/or any document in relation thereto) in the Grand Duchy of Luxembourg if such registration is not necessary to enforce the rights of the Administrative Agent or obligations of any party under the Loan Document (and/or any document in relation thereto).

"**Outstanding Amount**" means (a) with respect to Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of such Loans occurring on such date; (b) with respect to any L/C Obligations on any date that are not Cash Collateralized, the Dollar Equivalent of the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by the Borrowers of Unreimbursed Amounts or any reductions in the maximum amount available for drawing under Letters of Credit taking effect on such date.

"**Parent Borrower**" has the meaning specified in the introductory paragraph hereto.

"**Participant**" has the meaning specified in Section 10.6(d).

"**Participating Member State**" means any member state of the European Union that has the Euro as its lawful currency in accordance with any EMU Legislation.

"**Payment Conditions**" means, in the case of Acquisitions, Investments, prepayments of Indebtedness and Restricted Payments, that no Default or Event of Default has occurred and is continuing or would result therefrom and satisfaction of the following:

(a) with respect to Acquisitions and Investments, either:

(i) Availability shall be higher than the greater of (A) 20% of the Line Cap and (B) $25,000,000, in each case on a pro forma basis for each day during the consecutive 30-day period immediately preceding such transaction and after giving effect thereto as though such Acquisition or Investment (and any Loans being requested to fund any part thereof) had been made on the first day of such 30-day period;

(ii) both (A) the pro forma Consolidated Fixed Charge Coverage Ratio after giving effect to such transaction shall be greater than 1.00 to 1.00 for the most recently reported Measurement Period, and (B) Availability shall be higher than the greater of (1) 15% of the Line Cap and (2) $20,000,000, in the case of this subclause (B) on a pro forma basis for each day during the consecutive 30-day period immediately preceding such transaction and after giving effect thereto as though such Acquisition or Investment (and any Loans being requested to fund any part thereof) had been made on the first day of such 30-day period; or

(iii) both (A) the Outstanding Amount of Loans shall be $0 immediately before and immediately after giving effect thereto and (B) Liquidity (calculated without regard to the parenthetical contained in clause (a) of the definition of "Liquidity") after giving effect to such Acquisition or Investment shall be no less than $75,000,000;

(b) with respect to Restricted Payments and prepayments of Indebtedness, either:

(i) Availability shall be higher than the greater of (A) 22.5% of the Line Cap and (B) $30,000,000, in each case on a pro forma basis for each day during the consecutive 30-day period immediately preceding such Restricted Payment or prepayment of Indebtedness and after giving effect thereto as though such Restricted Payment or prepayment of Indebtedness (and any Loans being requested to fund any part thereof) had been made on the first day of such 30-day period; or

(ii) both (A) the Pro Forma Consolidated Fixed Charge Coverage Ratio after giving effect to such transaction shall be greater than 1.00 to 1.00 for the most recently reported Measurement Period, and (B) Availability shall be higher than the greater of (1) 17.5% of the Line Cap and (2) $22,500,000, in the case of this subclause (B) on a pro forma basis for each day during the consecutive 30-day period immediately preceding such Restricted Payment or prepayment of Indebtedness and after giving effect thereto as though such Restricted Payment or prepayment of Indebtedness (and any Loans being requested to fund any part thereof) had been made on the first day of such 30-day period; and

(c) in any case under (a) or (b) above, delivery to Administrative Agent at least three (3) Business Days and not more than five (5) Business Days (or such shorter or longer period of time, as applicable, as may be agreed by the Administrative Agent in its sole discretion) prior to the date of the proposed Acquisition, prepayment of Indebtedness, or Restricted Payment of a certificate of the Borrower signed by the chief executive officer, chief financial officer, treasurer or controller of the Borrower giving notice of the intent to consummate such Acquisition, prepayment of Indebtedness, or Restricted Payment and certifying compliance with the applicable foregoing conditions (including calculations of Availability for the applicable days and, if applicable, of the Pro Forma Consolidated Fixed Charge Coverage Ratio).

"**Payment Items**" means each check, draft or other item payable to a Borrower, including those constituting proceeds of any Collateral.

"**PBGC**" means the Pension Benefit Guaranty Corporation.

"**Pension Plan**" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by the Parent Borrower or any ERISA Affiliate or to which the Parent Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years.

"**Permitted Acquisition**" means any Acquisition by a Loan Party that satisfies each of the following requirements:

(a) no Default or Event of Default exists and the Acquisition could not reasonably be expected to cause a Default or Event of Default immediately after giving effect thereto;

(b) the Acquisition is not hostile;

(c) the lines of business of the Person to be (or the Property of which is to be) so purchased or otherwise acquired shall be substantially the same as, or complimentary or ancillary to, or an expansion of, the lines of business then conducted by the Parent Borrower and its Subsidiaries in the ordinary course;

(d) the requirements of Section 6.9 are satisfied;

(e) the applicable Payment Conditions are satisfied before and after giving effect thereto; and

(f) the Borrower shall have delivered to the Administrative Agent and each Lender, at least three (3) Business Days (or such shorter period of time as may be agreed by the Administrative Agent in its sole discretion) prior to the date on which any such Acquisition is to be consummated, a certificate of a Responsible Officer, in form and substance reasonably satisfactory to the Administrative Agent, certifying that all of the foregoing requirements have been satisfied or will be satisfied on or prior to the date on which such Acquisition is consummated.

"**Permitted Discretion**" means a determination made in the exercise, in good faith, of reasonable business judgment (from the perspective of a secured, asset-based lender).

"**Permitted Investors**" means Brigade Capital Management, LLC, Highbridge Capital Management LLC, Whitebox Advisors LLC and Värde Partners and any of their respective Affiliates and accounts, funds or partnerships managed, advised or sub-advised by any of them or any of their respective Affiliates, but not including, however, any portfolio company of any of the foregoing.

"**Permitted Junior Loan Obligations**" means any Junior Loan Obligations which meet the following requirements: (a) on and as of the Incurrence Date with respect thereto, the principal amount of such Junior Loan Obligations (after giving pro forma effect to the issuance or incurrence thereof and of any other Indebtedness on such Incurrence Date and to the application of the net proceeds therefrom), when added to the aggregate amount of all other Junior Loan Obligations outstanding as of such Incurrence Date (other than Indebtedness of the type described in clause (f) of the definition of "Indebtedness", except to the extent such facilities have been drawn and not reimbursed), does not exceed an amount equal to (i) the product of (A) Consolidated EBITDA for the most recently ended Measurement Period multiplied by (B) 2.0, *minus* (ii) the aggregate amount of all Non-JLO Indebtedness as of such Incurrence Date, (b) (i) such Junior Loan Obligations have a scheduled maturity occurring at least 91 days after the Maturity Date and (ii) have no scheduled amortization occurring prior to the Maturity Date and (c) the Junior Loan Documents governing or evidencing such Junior Loan Obligations contain terms (including covenants and events of default but excluding interest rates, interest rate margins, rate floors, fees, funding discounts, original issue discount and redemption or prepayment premiums) no more restrictive, taken as a whole, to the Parent Borrower and its Subsidiaries than those contained in this Agreement.

"**Permitted Liens**" means (a) as used in the definition of Eligible Domestic Accounts Receivable or Eligible Rental Equipment, any Liens permitted by Sections 7.1(a) (only to the extent then inchoate), (h), (q)(ii) or (w) or (b) for other purposes, any Liens permitted by Section 7.1.

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

"**Plan**" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) established by the Parent Borrower or any of its Subsidiaries or, with respect to any such plan that is subject to Section 412 or 403 of the Code or Section 302 or 303 or Title IV of ERISA, any ERISA Affiliate.

"**Plan of Reorganization**" has the meaning specified in the preliminary statements hereto.

"**Platform**" has the meaning specified in Section 6.2.

"**Pledged Equity Interests**" has the meaning specified in the Security Agreement.

"pro forma basis" or **"pro forma effect"** means with respect to any transaction, that such transaction shall be deemed to have occurred as of the first day of the period of four consecutive Fiscal Quarters, or such other applicable period, ending as of the end of the most recent Fiscal Quarter for which annual or quarterly financial statements shall have been delivered in accordance with the provisions hereof. Further, for purposes of making calculations on a "pro forma basis" hereunder, (x) in the case of any Acquisition, merger or consolidation, (i) income statement items (whether positive or negative) attributable to the

property, entities or business units that are the subject thereof shall be included to the extent relating to any period prior to the date thereof and (ii) Indebtedness incurred in connection with such Acquisition, merger or consolidation shall be deemed to have been incurred as of the first day of the applicable period, and (y) in the case of a Disposition of all or substantially all of the assets of, or all of the Equity Interests of, a Loan Party or any Subsidiary of the Parent Borrower or any division or product line of a Loan Party or any of the Parent Borrower's Subsidiaries, income statement items (whether positive or negative) attributable to the property, entities or business units that are the subject thereof shall be excluded to the extent relating to any period prior to the date thereof.

"**Pro Forma Consolidated Fixed Charge Coverage Ratio**" means the Consolidated Fixed Charge Coverage Ratio, redetermined on a pro forma basis to include any prepayment of Indebtedness or Restricted Payment, as applicable, as a Consolidated Fixed Charge.

"**Project Finance Subsidiary**" means a Subsidiary that is a special-purpose entity created solely to (i) construct or acquire any asset or project that will be or is financed solely with Project Financing for such asset or project and related equity investments in, loans to, or capital contributions in, such Subsidiary that are not prohibited hereby and/or (ii) own an interest in any such asset or project.

"**Project Financing**" means Indebtedness and other obligations that (a) are incurred by a Project Finance Subsidiary, (b) are secured by a Lien of the type permitted under Section 7.1(g) and (c) constitute Non-Recourse Debt (other than recourse to the assets of, and Equity Interests in, such Project Finance Subsidiary).

"**Projections**" has the meaning specified in Section 6.2(c) and includes the Initial Projections.

"**Property**" means any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including, without limitation, Equity Interests.

"**Protective Advance**" has the meaning specified in Section 2.17.

"**PTE**" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"**Public Lender**" has the meaning specified in Section 6.2.

"**Quail Rental Assets**" means all inventory (as defined in the UCC) owned by Quail Tools which is of a type offered for lease in the Ordinary Course of Business as conducted on the Closing Date.

"**Quail Tools**" means Quail Tools, L.P. an Oklahoma limited partnership.

"**Qualified ECP Guarantor**" means, at any time, each Loan Party with total assets exceeding $10,000,000 or that qualifies at such time as an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under § 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"**Refinanced Indebtedness**" has the meaning specified in Section 7.3(g).

"**Refinancing Debt**" has the meaning specified in Section 7.3(g).

"**Register**" has the meaning specified in Section 10.6(c).

"**Related Parties**" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees, advisors and representatives of such Person and of such Person's Affiliates.

"**Removal Effective Date**" has the meaning specified in Section 9.6.

"**Rent and Charges Reserve**" means the aggregate of (a) all past due rent and other amounts owing by a Borrower to any landlord, warehouseman, processor, repairman, mechanic, shipper, freight forwarder, broker or other Person who possesses any Eligible Rental Equipment or could assert a Lien on any Eligible Rental Equipment; and (b) a reserve as determined in the Administrative Agent in its Permitted Discretion in respect of rent and other charges that could be payable to any such Person, unless it has executed a Lien Waiver. Rent payable under Capitalized Leases will not be included in the Rent and Charges Reserve.

"**Reportable Event**" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30-day notice period has been waived.

"**Required Lenders**" means, as of any date of determination, (a) at any time there are two or fewer unaffiliated Lenders, all Lenders, and (b) at any time there are three or more unaffiliated Lenders, Lenders holding more than 50% of the Aggregate Commitments or, if the Aggregate Commitments have expired or terminated, Lenders holding in the aggregate more than 50% of the Total Outstandings (with the aggregate amount of each Lender's risk participation and funded participation in L/C Obligations being deemed "held" by such Lender for purposes of this definition); *provided* that the Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"**Requirement of Law**" means as to any Person, any Law applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

"**Resignation Effective Date**" has the meaning specified in Section 9.6.

"**Responsible Officer**" means the chief executive officer, president, chief financial officer, treasurer, controller or authorized signatory of a Loan Party and solely for purposes of delivery of incumbency certificates pursuant to Section 4.1 or any similar requirement under any Loan Document, the secretary or any assistant secretary of such Loan Party, (i) with respect to financial matters, the chief financial officer of such Loan Party, (ii) in the case of Compliance Certificates or Borrowing Base Certificates, the chief financial officer, controller or the treasurer of such Loan Party, (iii) for purposes of executing the Loan Documents, the chief executive officer, president, chief financial officer, treasurer, controller or any vice president of a Loan Party and (iv) solely for purposes of notices given pursuant to Article II, any other officer or employee of the applicable Loan Party designated by any of the foregoing officers in a notice to the Administrative Agent or any other officer or employee of the applicable Loan Party designated in or pursuant to an agreement between the applicable Loan Party and the Administrative Agent (and, in each case, for any Loan Party that is a limited partnership, the foregoing individuals of its general partner). Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"**Restricted Payment**" has the meaning specified in Section 7.6.

"**Revaluation Date**" means with respect to any Letter of Credit, each of the following: (a) each date of issuance of a Letter of Credit denominated in an Alternative Currency, (b) each date of an amendment of any such Letter of Credit having the effect of increasing the amount thereof (solely with respect to the increased amount), (c) each date of any payment by the applicable L/C Issuer under any Letter of Credit denominated in an Alternative Currency, (d) in the case of all Existing Letters of Credit denominated in Alternative Currencies, the fifth day of the month immediately following the month that includes the Closing Date and (e) such additional dates as the Administrative Agent or the applicable L/C Issuer shall reasonably determine or the Required Lenders shall require.

"**Revolving Credit Increase Effective Date**" has the meaning specified in Section 2.18(d).

"**Revolving Facility Obligations**" means all Obligations, other than Obligations in respect of any Secured Cash Management Agreement or Secured Hedge Agreement.

"RSA" means that certain Restructuring Support Agreement dated as of December 12, 2018, by and among the Loan Parties and the Consenting Stakeholders (as defined therein).

"**S&P**" means S&P Global Ratings, a division of S&P Global, Inc. and any successor thereto.

"**Sanction(s)**" means any sanction administered or enforced by the United States Government (including without limitation, OFAC), the United Nations Security Council, the European Union, or Her Majesty's Treasury ("**HMT**").

"**Scheduled Unavailability Date**" has the meaning specified in Section 2.15.

"**SEC**" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"**Secured Cash Management Agreement**" means any Cash Management Agreement that is entered into by and between any Loan Party and any Cash Management Bank which, if entered into after the Closing Date, has delivered a Secured Party Designation Notice.

"**Secured Hedge Agreement**" means any Swap Contract permitted under Article VI or VII that is entered into by and between any Loan Party and any Hedge Bank which, if entered into after the Closing Date, has delivered a Secured Party Designation Notice.

"**Secured Parties**" means, collectively, the Administrative Agent, each other Agent, the Lenders, the L/C Issuers, the Hedge Banks, the Cash Management Banks, each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.5, and the other Persons the Obligations owing to which are or are purported to be secured by the Collateral under the terms of the Collateral Documents.

"**Secured Party Designation Notice**" means a notice from any Lender or an Affiliate of a Lender, substantially in the form of Exhibit G, (a) describing the Secured Cash Management Agreement or Secured Hedge Agreement and setting forth the maximum amount to be secured by the Collateral and the methodology to be used in calculating such amount and (b) agreeing to be bound by Section 9.11.

"**Security Agreement**" means that certain Pledge and Security Agreement dated as of the Closing Date (as amended, restated, supplemented or otherwise modified from time to time) made by the Loan Parties from time to time party thereto in favor of the Administrative Agent.

"**Security Agreement Supplement**" has the meaning specified in the Security Agreement.

"**Significant Casualty Event**" means any Casualty Event where the fair market value of the resulting loss of Property shall be in excess of $5,000,000 (or its equivalent in other currencies), determined as of the date of the occurrence of an applicable Casualty Event; *provided* that if insurance or other recoveries in connection with such Casualty Event reduce the net loss therefrom to an amount less than $5,000,000, then such Significant Casualty Event shall be deemed not to have occurred and any Casualty Reserve established therefor shall be released.

"**Solvent**" and "**Solvency**" mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature, (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital, and (e) such Person is able to pay its debts and liabilities, contingent obligations and other commitments as they mature in the Ordinary Course of Business. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"**Specified Barge Rig**" has the meaning set forth in the definition of Specified Rigs.

"**Specified Land Rig**" has the meaning set forth in the definition of Specified Rigs.

"**Specified Permitted Reorganization**" means, collectively, the reorganization transactions described on Exhibit K attached hereto, and any other related actions that are necessary to implement such reorganization transactions; provided that immediately following the completion of all such transactions the corporate structure of the Parent Borrower and its Subsidiaries is substantially as set forth on Annex I to Exhibit K.

"**Specified Personal Property**" means any Property of a type in which a Lien is purported to be granted pursuant to the Security Agreement, any Lux Security Agreement or any Mortgage.

"**Specified Rigs**" means (a) each of the barge rigs, located and operating in and along the inland waterways and coast of the continental United States or in Gulf of Mexico waters subject to U.S. state or federal jurisdiction, owned by the Parent Borrower or any other Loan Party (each, a "**Specified Barge Rig**") and (b) each of the land rigs located and operating in the contiguous United States or Alaska, owned by the Parent Borrower or any other Loan Party (each, a "**Specified Land Rig**"). Each Specified Barge Rig and each Specified Land Rig as of the Closing Date are set forth onSchedule 5.7(A) and Schedule 5.7(B), respectively.

"**Spot Rate**" for a currency means the rate determined by the Administrative Agent or the relevant L/C Issuer, as applicable, to be the rate quoted by the Person acting in such capacity as the spot rate for the purchase by such Person of such currency with another currency through its principal foreign exchange trading office at approximately 11:00 a.m. on the date two Business Days prior to the date as of which the foreign exchange computation is made; *provided* that the Administrative Agent or the relevant L/C Issuer may obtain such spot rate from another financial institution designated by the Administrative Agent or the relevant L/C Issuer if the Person acting in such capacity does not have as of the date of determination a spot buying rate for any such currency; and *provided further* that the relevant L/C Issuer may use such spot rate quoted on the date as of which the foreign exchange computation is made in the case of any Letter of Credit denominated in an Alternative Currency.

"**Subordinated Debt**" means Indebtedness of the Parent Borrower or any Subsidiary that is expressly subordinate and junior in right of payment to the Obligations on terms satisfactory to the Administrative Agent and such subordination is evidenced by a subordination agreement or other documentation satisfactory to the Administrative Agent.

"**Subsidiary**" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Parent Borrower.

"**Subsidiary Guarantors**" means, collectively, at any time, (a) each Material Subsidiary of the Parent Borrower other than any Excluded Subsidiary or Project Finance Subsidiary, in each case, to the extent such Person is a party to the Guaranty at such time and (b) any other Subsidiary otherwise party to the Guaranty at such time; notwithstanding anything else to the contrary herein, no Borrower shall be considered a Subsidiary Guarantor. For the avoidance of doubt, upon the termination of any Subsidiary's status as a Designated Borrower pursuant to Section 2.14(e), such Subsidiary shall be deemed a Subsidiary Guarantor.

"**Swap Contract**" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b)

any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "**Master Agreement**"), including any such obligations or liabilities under any Master Agreement.

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

"**Swap Termination Value**" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

"**Synthetic Debt**" means, with respect to any Person as of any date of determination thereof, all obligations of such Person in respect of transactions entered into by such Person that are intended to function primarily as a borrowing of funds but are not otherwise included in the definition of "Indebtedness" or as a liability on the consolidated balance sheet of such Person and its Subsidiaries in accordance with GAAP.

"**Synthetic Lease Obligation**" means the monetary obligation of a Person under (a) a so-called synthetic, off-balance sheet or tax retention lease, or (b) an agreement for the use or possession of property (including sale and leaseback transactions), in each case, creating obligations that do not appear on the balance sheet of such Person but which, upon the application of any Debtor Relief Laws to such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

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

"**Term Loan Agent**" means UMB Bank, National Association, as administrative agent and collateral agent for those lenders party to the Term Loan Credit Agreement, together with its successors and assigns in such capacity.

"**Term Loan Credit Agreement**" means that certain Second Lien Term Loan Credit Agreement, dated as of the Closing Date, among the Parent Borrower, the Term Loan Agent and the lenders party thereto, together with any permitted amendments, modifications, replacements, refinancings, refundings, extensions, renewals or supplements to, or restatements of, the foregoing in accordance with the Intercreditor Agreement.

"**Term Loan Documents**" means the Term Loan Credit Agreement and the other "Loan Documents" (as defined in the Term Loan Credit Agreement), together with any permitted amendments, modifications, replacements, refinancings, refundings, extensions, renewals or supplements to, or restatements of, the foregoing in accordance with the Intercreditor Agreement.

"**Term Loan Obligations**" means, without duplication, the "Obligations" under and as defined in the Term Loan Credit Agreement and Capitalized Amounts in respect of or attributable thereto.

"**Termination Date**" means such time as when (a) all Commitments have been terminated or expired, (b) all Revolving Facility Obligations have been paid in full in cash (other than indemnification obligations and other contingent obligations not then due and payable and as to which no claim has been made as at the time of determination) and (c) all Letters of Credit have terminated or expired (other than Letters of Credit as to which cash collateral has been provided to the applicable L/C Issuer in an amount equal to 105% of the amount of such outstanding Letters of Credit or other arrangements satisfactory to the applicable L/C Issuer (in the sole discretion of such L/C Issuer) have been made).

"**Threshold Amount**" means $10,000,000.

"**Total Outstandings**" means the aggregate Outstanding Amount of all Loans (including Protective Advances) and all L/C Obligations.

"**Type**" means, with respect to a Loan, its character as a Base Rate Loan or a Eurodollar Rate Loan.

"**UCC**" means the Uniform Commercial Code as in effect in the State of New York;*provided* that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, "**UCC**" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

"**Unfunded Pension Liability**" means the excess of a Pension Plan's benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan's assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Code for the applicable plan year.

"**United States**" and "**U.S.**" mean the United States of America.

"**Unreimbursed Amount**" has the meaning specified in Section 2.3(c)(i).

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

"**U.S. Tax Compliance Certificate**" has the meaning specified in Section 3.1(e)(ii)(B)(III).

"**Value**" means (a) for an Account, its face amount, net of any returns, rebates, discounts (calculated on the shortest terms then available to the applicable Account Debtor), credits, allowances or Taxes (including sales, excise or other taxes) that have been or could properly be claimed by the Account Debtor or any other Person and (b) with reference to the value of the Quail Rental Assets, value determined on the basis of the lower of cost or market of such Quail Rental Assets in accordance with GAAP, with the cost thereof calculated on a first-in, first-out basis determined in accordance with GAAP.

"**Vendor Lease**" means a lease pursuant to which Goods (as defined in the UCC) are leased from a Vendor Lessor, whether or not such lease constitutes an operating or a capital lease under GAAP and whether or not such lease constitutes a true lease or a secured transaction under the UCC or any other Requirement of Law.

"**Vendor Lessor**" means a Person who leases Goods (as defined in the UCC) to another Person pursuant to a Vendor Lease.

"**Weekly BBC Trigger Period**" means the period (a) commencing on the day that an Event of Default occurs or Availability is less than $25,000,000 (unless the Administrative Agent gives notice to the Parent Borrower that such period shall not commence on such date, in which case such period shall commence on any date during which such Event of Default exists, or Availability is less than $25,000,000, and in either case the Administrative Agent gives notice to the Parent Borrower that such period then commences) and (b) continuing until, during each of the preceding 30 consecutive days, no Event of Default has existed and Availability has been equal to or greater than $25,000,000.

"**Wholly-Owned**" means, as to any Person, any other Person all of the Equity interest of which (other than directors' qualifying shares required by law) is owned by such Person directly and/or through other Wholly-Owned Subsidiaries.

"**Write-Down and Conversion Powers**" means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

Section 1.2 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "herein," "hereof" and "hereunder," and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Preliminary Statements, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Preliminary Statements, Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or

regulation as amended, modified or supplemented from time to time, and (vi) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

Section 1.3 Accounting Terms.

(a) Generally. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, except as otherwise specifically prescribed herein.

(b) Changes in GAAP. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Parent Borrower or the Required Lenders shall so request, the Administrative Agent, the Lenders and the Parent Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); *provided* that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Parent Borrower shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP. Without limiting the foregoing, leases shall continue to be classified and accounted for on a basis consistent with that reflected in the Audited Financial Statements for all purposes of this Agreement, notwithstanding any change in GAAP relating thereto, unless the parties hereto shall enter into a mutually acceptable amendment addressing such changes, as provided for above. Notwithstanding the foregoing, for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of the Parent Borrower and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities shall be disregarded.

Section 1.4 Rounding. Any financial ratios required to be maintained by the Parent Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.5 Exchange Rates; Currency Equivalents (a) The Administrative Agent or the relevant L/C Issuer, as applicable, shall determine the Spot Rates as of each Revaluation Date to be used for calculating Dollar Equivalent amounts of L/C Credit Extensions and Outstanding Amounts denominated in Alternative Currencies. Such Spot Rates shall become effective as of such Revaluation Date and shall be the Spot Rates employed in converting any amounts between the applicable currencies until the next Revaluation Date to occur. Except for purposes of financial statements delivered by Loan Parties hereunder or calculating financial covenants hereunder or except as otherwise provided herein, the applicable amount of any currency (other than Dollars) for purposes of the Loan Documents shall be such Dollar Equivalent amount as so determined by the Administrative Agent or the relevant L/C Issuer, as applicable.

(b) Wherever in this Agreement in connection with the issuance, amendment or extension of a Letter of Credit, an amount, such as a required minimum or multiple amount, is expressed in Dollars, but such Letter of Credit is denominated in an Alternative Currency, such amount shall be the relevant Alternative Currency Equivalent of such Dollar amount (rounded to the nearest unit of such Alternative Currency, with 0.5 of a unit being rounded upward), as determined by the Administrative Agent or the relevant L/C Issuer, as the case may be.

(c) The Administrative Agent does not warrant, nor accept responsibility, nor shall the Administrative Agent have any liability with respect to the administration, submission or any other matter related to the rates in the definition of "Eurodollar Rate" or with respect to any comparable or successor rate thereto.

Section 1.6 Alternative Currencies. (a) The Parent Borrower may from time to time request that Letters of Credit be issued in a currency other than Dollars; *provided* that such requested currency is a lawful currency (other than Dollars) that is readily available and freely transferable and convertible into Dollars. In the case of any such request with respect to the issuance of Letters of Credit, such request shall be subject to the approval of the Administrative Agent and the L/C Issuer that is to issue such Letter of Credit.

(b) Any such request shall be made to the Administrative Agent not later than 10:00 a.m., 20 Business Days prior to the date of the desired L/C Credit Extension (or such other time or date as may be agreed by the Administrative Agent and the applicable L/C Issuer, in their sole discretion). In the case of any such request pertaining to Letters of Credit, the Administrative Agent shall promptly notify each L/C Issuer thereof. Each L/C Issuer shall notify the Administrative Agent, not later than 10:00 a.m., ten Business Days after receipt of such request whether it consents, in its sole discretion, to the issuance of Letters of Credit in such requested currency.

(c) Any failure by an L/C Issuer to respond to such request within the time period specified in the preceding sentence shall be deemed to be a refusal by such L/C Issuer to permit Letters of Credit to be issued in such requested currency. If the Administrative Agent and any L/C Issuer consent to the issuance of Letters of Credit in such requested currency, the Administrative Agent shall so notify the Parent Borrower and such currency shall thereupon be deemed for all purposes to be an Alternative Currency hereunder for purposes of any Letter of Credit issuances. If the Administrative Agent shall fail to obtain consent to any request for an additional currency under this Section 1.6, the Administrative Agent shall promptly so notify the Parent Borrower.

Section 1.7 Change of Currency. (a) Each obligation of the Borrowers to make a payment denominated in the national currency unit of any member state of the European Union that adopts the Euro as its lawful currency after the date hereof shall be redenominated into Euro at the time of such adoption (in accordance with the EMU Legislation). If, in relation to the currency of any such member state, the basis of accrual of interest expressed in this Agreement in respect of that currency shall be inconsistent with any convention or practice in the London interbank market for the basis of accrual of interest in respect of the Euro, such expressed basis shall be replaced by such convention or practice with effect from the date on which such member state adopts the Euro as its lawful currency.

(b) Each provision of this Agreement shall be subject to such reasonable changes of construction as the Administrative Agent may from time to time specify to be appropriate to reflect the adoption of the Euro by any member state of the European Union and any relevant market conventions or practices relating to the Euro.

(c) Each provision of this Agreement also shall be subject to such reasonable changes of construction as the Administrative Agent may from time to time specify to be appropriate to reflect a change in currency of any other country and any relevant market conventions or practices relating to the change in currency.

Section 1.8 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Central Time (daylight savings or standard, as applicable).

Section 1.9 Letter of Credit Amounts. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the Dollar Equivalent of the stated amount of such Letter of Credit in effect at such time; *provided*, *however*, that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the Dollar Equivalent of the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

Section 1.10 Uniform Commercial Code. Terms relating to Collateral used and not otherwise defined herein that are defined in the UCC shall have the meanings set forth in the UCC, as applicable and as the context requires.

Section 1.11 Divisions. For all purposes under the Loan Documents, any reference herein to a merger, transfer, consolidation, amalgamation, consolidation, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a division of or by a limited liability company, or an allocation of assets to a series of a limited liability company (or the unwinding of such a division or allocation) pursuant to Section 18-217 of the Delaware Limited Liability Company Act or any similar provision under the laws of any other applicable jurisdiction (any such division, allocation of assets or unwinding, a "**Division**"), as if it were a merger, transfer, consolidation, amalgamation, consolidation, assignment, sale or transfer, or similar term, as applicable, to, of or with a separate Person. Notwithstanding anything to the contrary in this Agreement, any division of a limited liability company shall constitute a separate Person hereunder, and each resulting division of any limited liability company that, prior to such division, is a Loan Party shall remain a Loan Party after giving effect to such division, and any resulting divisions of such Persons shall remain subject to the same restrictions applicable to the pre-division predecessor of such divisions.

Section 1.12 Luxembourg Terms.

(a) an "officer", "chief executive officer" or "chief financial officer" includes a manager or director (*gérant*);

(b) a "winding-up", "administration", "liquidation", "insolvency" or "dissolution" includes, without limitation, bankruptcy (*faillite*), insolvency, voluntary or judicial liquidation (*liquidation volontaire ou judiciaire*), composition with creditors (*concordat préventif de la faillite*), moratorium or reprieve from payment (*sursis de paiement*), controlled management (*gestion contrôlée*), general settlement with creditors or reorganisation;

(c) a "receiver", "administrative receiver", "administrator", "liquidator", "compulsory manager" or the like includes, without limitation, a *juge délégué*, *commissaire*, *juge-commissaire*, *liquidateur* or *curateur*;

(d) a "security interest" includes any *hypothèque*, *nantissement*, *gage*, *privilège*, *sûreté réelle*, *droit de rétention* and any type of real security or agreement or arrangement having a similar effect, including any transfer of title by way of security; and

(e) a person being unable, or admitting inability, to pay its debts includes that person being in a state of cessation of payments (*cessation de paiements*).

ARTICLE II

THE COMMITMENTS AND CREDIT EXTENSIONS

Section 2.1 The Loans. Subject to the terms and conditions set forth herein, each Lender severally agrees to make revolving loans to the Borrowers in Dollars from time to time, on any Business Day during the Availability Period, in an aggregate amount not to exceed at any time outstanding the amount of such Lender's Commitment; *provided*, *however*, that immediately after giving effect to any Borrowing, (i)the Total Outstandings shall not exceed the Line Cap and (ii) the aggregate Outstanding Amount of the Loans of any Lender, plus such Lender's Applicable Percentage of the Outstanding Amount of all L/C Obligations shall not exceed such Lender's Commitment. Within the limits of the Line Cap, and subject to the other terms and conditions hereof, the Borrowers may borrow under this Section 2.1, prepay under Section 2.5, and reborrow under this Section 2.1. Loans may be Base Rate Loans or Eurodollar Rate Loans, as *further provided* herein.

Section 2.2 Borrowings, Conversions and Continuations of Loans. (a) Each Borrowing, each conversion of Loans from one Type to the other, and each continuation of Eurodollar Rate Loans shall be made upon the Parent Borrower's irrevocable notice to the Administrative Agent, which may be given by (A) telephone or (B) a Committed Loan Notice; *provided* that any telephonic notice must be confirmed immediately by delivery to the Administrative Agent of a written Committed Loan Notice. Each such Committed Loan Notice must be received by the Administrative Agent not later than 11:00 a.m. (i) three (3) Business Days prior to the requested date of any Borrowing of, conversion to or continuation of Eurodollar Rate Loans or of any conversion of Eurodollar Rate Loans to Base Rate Loans and (ii) on the requested date of any Borrowing of Base Rate Loans. Each Borrowing of, conversion to or continuation of Eurodollar Rate Loans shall be in a principal amount of $1,000,000 or a whole multiple of $100,000 in excess thereof. Each Committed Loan Notice shall specify (i) whether the Parent Borrower is requesting a Borrowing, a conversion of Loans from one Type to the other, or a continuation of Eurodollar Rate Loans, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day),

(iii) the principal amount of Loans to be borrowed, converted or continued, (iv) the Type of Loans to be borrowed or to which existing Loans are to be converted, (v) if applicable, the duration of the Interest Period with respect thereto and (vi) if applicable, the Designated Borrower. If the Parent Borrower fails to specify a Type of Loan in a Committed Loan Notice or fails to give a timely notice requesting a conversion or continuation, then the applicable Loans shall be made as, or converted to, Base Rate Loans. Any such automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Eurodollar Rate Loans. If the Parent Borrower requests a Borrowing of, conversion to, or continuation of Eurodollar Rate Loans in any such Committed Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month.

(b) Following receipt of a Committed Loan Notice, the Administrative Agent shall promptly notify each Lender of the amount of its Applicable Percentage of Loans, and if no timely notice of a conversion or continuation is provided by the Parent Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Loans as described in the preceding subsection. In the case of a Borrowing, each Appropriate Lender shall make the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 2:00 p.m. on the Business Day specified in the applicable Committed Loan Notice. Upon satisfaction or waiver pursuant to the terms of this Agreement of the applicable conditions set forth in Section 4.2 (and, if such Borrowing is the initial Credit Extension,Section 4.1), the Administrative Agent shall make all funds so received available to the Parent Borrower in like funds as received by the Administrative Agent either by (i) crediting the account of the Parent Borrower on the books of Bank of America with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Parent Borrower; *provided*, *however*, that if, on the date a Committed Loan Notice with respect to a Borrowing is given by the Parent Borrower, there are L/C Borrowings outstanding, then the proceeds of such Borrowing, first, shall be applied to the payment in full of any such L/C Borrowings, and, second, shall be made available to the Parent Borrower as provided above.

(c) Except as otherwise provided herein, a Eurodollar Rate Loan may be continued or converted only on the last day of an Interest Period for such Eurodollar Rate Loan. During the existence of an Event of Default, no Loans may be requested as, converted to or continued as Eurodollar Rate Loans without the consent of the Required Lenders.

(d) The Administrative Agent shall promptly notify the Parent Borrower and the Lenders of the interest rate applicable to any Interest Period for Eurodollar Rate Loans upon determination of such interest rate.

(e) After giving effect to all Borrowings, all conversions of Loans from one Type to the other, and all continuations of Loans as the same Type, there shall not be more than five Interest Periods in effect.

(f) Notwithstanding anything to the contrary in this Agreement, any Lender may exchange, continue or rollover all of the portion of its Loans in connection with any refinancing, extension, loan modification or similar transaction permitted by the terms of this Agreement, pursuant to a cashless settlement mechanism approved by the Parent Borrower, the Administrative Agent, and such Lender.

Section 2.3 Letters of Credit.

(a) The Letter of Credit Commitment. (i) Subject to the terms and conditions set forth herein, (A) each L/C Issuer agrees, in reliance upon the agreements of the Lenders set forth in this Section 2.3, (1) from time to time on any Business Day during the period from the Closing Date until the Letter of Credit Expiration Date, to issue Letters of Credit denominated in Dollars or in one or more Alternative Currencies for the account of the Parent Borrower or its Subsidiaries, and to amend or extend Letters of Credit previously issued by it, in accordance with Section 2.3(b), and (2) to honor drawings under the Letters of Credit; and (B) the Lenders severally agree to participate in Letters of Credit issued for the account of the Parent Borrower or its Subsidiaries and any drawings thereunder; *provided* that after giving effect to any L/C Credit Extension with respect to any Letter of Credit, (x) the Total Outstandings shall not exceed the Line Cap, (y) the aggregate Outstanding Amount of the Loans of any Lender, plus such Lender's Applicable Percentage of the Outstanding Amount of all L/C Obligations shall not exceed such Lender's Commitment and (z) the Outstanding Amount of the L/C Obligations shall not exceed the Letter of Credit Sublimit. Each request by the Parent Borrower for the issuance or amendment of a Letter of Credit shall be deemed to be a representation by the Parent Borrower that the L/C Credit Extension so requested complies with the conditions set forth in the proviso to the preceding sentence. Within the foregoing limits, and subject to the terms and conditions hereof, the Parent Borrower's ability to obtain Letters of Credit shall be fully revolving, and accordingly the Parent Borrower may, during the foregoing period, obtain Letters of Credit to replace Letters of Credit that have expired or that have been drawn upon and reimbursed. All Existing Letters of Credit shall be deemed to have been issued pursuant hereto, and from and after the Closing Date shall be subject to and governed by the terms and conditions hereof.

(ii) No L/C Issuer shall issue any Letter of Credit if:

(A) subject to Section 2.3(b)(iii), the expiry date of such requested Letter of Credit would occur more than twelve months after the date of issuance or last extension, unless the Required Lenders have approved such expiry date; *provided*, *that*, Letters of Credit in an aggregate amount up to $5,000,000 may have a longer expiry date of up to three years after the date of issuance or extension, *provided*, *further*, that if any Letter of Credit issued pursuant to the preceding proviso is outstanding on the 180th day prior to the Maturity Date or is issued or extended on or after such date, a Borrower shall Cash Collateralize such Letter of Credit in an amount equal to 105% of the stated amount of such Letter of Credit on or before the 170th day prior to the Maturity Date (or if issued or extended on or after the 180th day prior to the Maturity Date, immediately upon such issuance or extension); or

(B) except with respect to Letters of Credit issued pursuant to the provisos in clause (A) above, the expiry date of such requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless all the Lenders have approved such expiry date.

(iii) No L/C Issuer shall be under any obligation to issue any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such L/C Issuer from issuing such Letter of Credit, or any Law applicable to such L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such L/C Issuer shall prohibit, or request that such L/C Issuer refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon such L/C Issuer with respect to such Letter of Credit any restriction, reserve or capital requirement not in effect on the Closing Date, or shall impose upon such L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Closing Date (or, if different, the date on which such L/C Issuer became an L/C Issuer hereunder) and which such L/C Issuer in good faith deems material to it;

(B) the issuance of such Letter of Credit would violate one or more policies of such L/C Issuer applicable to letters of credit generally;

(C) except as otherwise agreed by the Administrative Agent and such L/C Issuer, such Letter of Credit is in an initial stated amount less than $25,000;

(D) except as otherwise agreed by the Administrative Agent and such L/C Issuer, such Letter of Credit is to be denominated in a currency other than Dollars or an Alternative Currency;

(E) such L/C Issuer does not as of the issuance date of such requested Letter of Credit issue Letters of Credit in the requested currency;

(F) such Letter of Credit contains any provisions for automatic reinstatement of the stated amount after any drawing thereunder;

(G) immediately after giving effect to such issuance, the outstanding L/C Obligations in respect of all Letters of Credit issued by such L/C Issuer would exceed such L/C Issuer's L/C Issuer Sublimit; or

(H) a default of any Lender's obligations to fund under Section 2.3(c) exists or any Lender is at such time a Defaulting Lender hereunder, unless the applicable L/C Issuer has entered into arrangements satisfactory to the L/C Issuer with the Parent Borrower or such Lender to eliminate such L/C Issuer's risk with respect to such Lender.

(iv) No L/C Issuer shall amend any Letter of Credit if such L/C Issuer would not be permitted at such time to issue such Letter of Credit in its amended form under the terms hereof.

(v) No L/C Issuer shall be under any obligation to amend any Letter of Credit if (A) such L/C Issuer would have no obligation at such time to issue such Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of such Letter of Credit does not accept the proposed amendment to such Letter of Credit.

(vi) Each L/C Issuer shall act on behalf of the Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and each L/C Issuer shall have all of the benefits and immunities (A) provided to the Administrative Agent in Article IX with respect to any acts taken or omissions suffered

by such L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and Issuer Documents pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in Article IX included such L/C Issuer with respect to such acts or omissions, and (B) as additionally provided herein with respect to each L/C Issuer.

(vii) Notwithstanding anything to the contrary herein, Deutsche Bank AG New York Branch shall have no obligation to issue any Letters of Credit other than Letters of Credit that are standby letters of credit.

(b) Procedures for Issuance and Amendment of Letters of Credit; Auto-Extension Letters of Credit

Subject to Section 1.6:

(i) Each Letter of Credit shall be issued or amended, as the case may be, upon the request of the Parent Borrower delivered to the applicable L/C Issuer (with a copy to the Administrative Agent) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of the Parent Borrower. Such Letter of Credit Application must be received by the applicable L/C Issuer and the Administrative Agent not later than 10:00 a.m. at least two Business Days (or such later date and time as the Administrative Agent and such L/C Issuer may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to the applicable L/C Issuer: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount and currency thereof; (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; (G) the purpose and nature of the requested Letter of Credit; and (H) such other matters as the applicable L/C Issuer may reasonably require. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to the applicable L/C Issuer (I) the Letter of Credit to be amended; (II) the proposed date of amendment thereof (which shall be a Business Day); (III) the nature of the proposed amendment; and (IV) such other matters as such L/C Issuer may reasonably require. Additionally, the Parent Borrower shall furnish to the applicable L/C Issuer and the Administrative Agent such other documents and information pertaining to such requested Letter of Credit issuance or amendment, including any Issuer Documents, as such L/C Issuer or the Administrative Agent may reasonably require.

(ii) Promptly after receipt of any Letter of Credit Application, the applicable L/C Issuer will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of such Letter of Credit Application from the Parent Borrower and, if not, such L/C Issuer will provide the Administrative Agent with a copy thereof. Unless such L/C Issuer has received written notice from any Lender, the Administrative Agent or any Loan Party, at least one (1) Business Day prior to the requested date of issuance or amendment of the applicable Letter of Credit, that one or more applicable conditions contained in Section 4.2 (and,

if such L/C Credit Extension is to be made on the Closing Date, Section 4.1) shall not then be satisfied, then, subject to the terms and conditions hereof, such L/C Issuer shall, on the requested date, issue a Letter of Credit for the account of a Borrower (or the applicable Subsidiary) or enter into the applicable amendment, as the case may be, in each case in accordance with such L/C Issuer's usual and customary business practices. Immediately upon the issuance of each Letter of Credit, each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the applicable L/C Issuer a risk participation in such Letter of Credit in an amount equal to the product of such Lender's Applicable Percentage multiplied by the amount of such Letter of Credit.

(iii) If the Parent Borrower so requests in any applicable Letter of Credit Application, the applicable L/C Issuer may, in its sole and absolute discretion, agree to issue a Letter of Credit that has automatic extension provisions (each, an "**Auto-Extension Letter of Credit**"); *provided* that any such Auto-Extension Letter of Credit must permit such L/C Issuer to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the "**Non-Extension Notice Date**") in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by the applicable L/C Issuer, the Parent Borrower shall not be required to make a specific request to such L/C Issuer for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Lenders shall be deemed to have authorized (but may not require) the applicable L/C Issuer to permit the extension of such Letter of Credit at any time to an expiry date not later than the Letter of Credit Expiration Date; *provided*, *however*, that the applicable L/C Issuer shall not permit any such extension if (A) such L/C Issuer has determined that it would not be permitted, or would have no obligation, at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of clause (ii) or (iii) of Section 2.3(a) or otherwise), or (B) it has received notice (which may be by telephone or in writing) on or before the day that is seven Business Days before the Non-Extension Notice Date (I) from the Administrative Agent that the Required Lenders have elected not to permit such extension or (II) from the Administrative Agent, any Lender or the Parent Borrower that one or more of the applicable conditions specified in Section 4.2 is not then satisfied, and in each such case directing such L/C Issuer not to permit such extension.

(iv) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the applicable L/C Issuer will also deliver to the Parent Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment. On a monthly basis, each L/C Issuer shall deliver to the Administrative Agent a complete list of all outstanding Letters of Credit issued by such L/C Issuer as provided in Section 2.3(f).

(c) Drawings and Reimbursements; Funding of Participations.

(i) Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the applicable L/C Issuer shall notify the Parent Borrower and the Administrative Agent thereof. In the case of a Letter of Credit denominated in an Alternative Currency, the Parent Borrower shall reimburse the applicable L/C Issuer in such Alternative Currency, unless (A) such L/C Issuer (at

its option) shall have specified in such notice that it will require reimbursement in Dollars, or (B) in the absence of any such requirement for reimbursement in Dollars, the Parent Borrower shall have notified such L/C Issuer promptly following receipt of the notice of drawing that the Parent Borrower will reimburse such L/C Issuer in Dollars. In the case of any such reimbursement in Dollars of a drawing under a Letter of Credit denominated in an Alternative Currency, the applicable L/C Issuer shall notify the Parent Borrower of the Dollar Equivalent of the amount of the drawing promptly following the determination thereof. Not later than (x) 12:30 p.m. on the date of any payment by the applicable L/C Issuer under a Letter of Credit (each such date, an "**Honor Date**") if the Parent Borrower shall have received notice of such payment prior to 10:00 a.m. on such date or (y) if such notice has not been received by the Parent Borrower prior to such time on the Honor Date, then 12:30 p.m. on the Business Day immediately following the day that the Parent Borrower receives such notice, the Parent Borrower shall reimburse the applicable L/C Issuer in an amount equal to the amount of such drawing and in the applicable currency. If the Parent Borrower fails to so reimburse the applicable L/C Issuer by such time, such L/C Issuer shall promptly notify the Administrative Agent, who shall then promptly notify each Lender, of the Honor Date, the amount of the unreimbursed drawing (expressed in Dollars in the amount of the Dollar Equivalent thereof in the case of a Letter of Credit denominated in an Alternative Currency) (the "**Unreimbursed Amount**"), and the amount of such Lender's Applicable Percentage thereof. In such event, the Parent Borrower shall be deemed to have requested a Borrowing of Base Rate Loans to be disbursed on the Honor Date in an amount equal to the Unreimbursed Amount, without regard to the minimum and multiples specified in Section 2.2 for the principal amount of Base Rate Loans, but subject to the amount of the unutilized portion of the Commitments and the conditions set forth in Section 4.2 (other than the delivery of a Committed Loan Notice). Any notice given by an L/C Issuer or the Administrative Agent pursuant to this Section 2.3(c)(i) may be given by telephone if immediately confirmed in writing; *provided* that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each Lender shall upon any notice pursuant to Section 2.3(c)(i) make funds available to the Administrative Agent for the account of the applicable L/C Issuer, in Dollars, at the Administrative Agent's Office in an amount equal to its Applicable Percentage of the Unreimbursed Amount not later than 12:00 p.m. on the Business Day specified in such notice by the Administrative Agent, whereupon, subject to the provisions of Section 2.3(c)(iii), each Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the Parent Borrower in such amount. The Administrative Agent shall remit the funds so received to the applicable L/C Issuer in Dollars.

(iii) With respect to any Unreimbursed Amount that is not fully refinanced by a Borrowing of Base Rate Loans because the conditions set forth in Section 4.2 cannot be satisfied or for any other reason, the Parent Borrower shall be deemed to have incurred from the applicable L/C Issuer an L/C Borrowing in the amount of the Unreimbursed Amount that is not so refinanced, which L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the Default Rate. In such event, each Lender's payment to the Administrative Agent for the account of the applicable L/C Issuer pursuant to Section 2.3(c)(ii) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Lender in satisfaction of its participation obligation under this Section 2.3.

(iv) Until each Lender funds its Loan or L/C Advance pursuant to this Section 2.3(c) to reimburse the applicable L/C Issuer for any amount drawn under any Letter of Credit, interest in respect of such Lender's Applicable Percentage of such amount shall be solely for the account of such L/C Issuer.

(v) Each Lender's obligation to make Loans or L/C Advances to reimburse each L/C Issuer for amounts drawn under Letters of Credit, as contemplated by this Section 2.3(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against any L/C Issuer, the Parent Borrower, any Subsidiary or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; *provided*, *however*, that each Lender's obligation to make Loans pursuant to this Section 2.3(c) is subject to the conditions set forth in Section 4.2 (other than delivery by the Parent Borrower of a Committed Loan Notice). No such making of an L/C Advance shall relieve or otherwise impair the obligation of the Parent Borrower to reimburse each L/C Issuer for the amount of any payment made by such L/C Issuer under any Letter of Credit, together with interest as provided herein.

(vi) If any Lender fails to make available to the Administrative Agent for the account of the applicable L/C Issuer any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.3(c) by the time specified in Section 2.3(c)(ii), such L/C Issuer shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to such L/C Issuer at a rate per annum equal to the greater of the Federal Funds Rate and a rate determined by such L/C Issuer in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by such L/C Issuer in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Lender's Loan included in the relevant Borrowing or L/C Advance in respect of the relevant L/C Borrowing, as the case may be. A certificate of the relevant L/C Issuer submitted to any Lender (through the Administrative Agent) with respect to any amounts owing under this Section 2.3(c)(vi) shall be conclusive absent manifest error.

(d) Repayment of Participations.

(i) At any time after any L/C Issuer has made a payment under any Letter of Credit and has received from any Lender such Lender's L/C Advance in respect of such payment in accordance with Section 2.3(c), if the Administrative Agent receives for the account of any L/C Issuer any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from a Borrower or otherwise, including proceeds of Cash Collateral applied thereto by the Administrative Agent), the Administrative Agent will distribute to such Lender its Applicable Percentage thereof in Dollars and in the same funds as those received by the Administrative Agent.

(ii) If any payment received by the Administrative Agent for the account of any L/C Issuer pursuant to Section 2.3(c)(i) is required to be returned under any of the circumstances described in Section 10.5 (including pursuant to any settlement entered into by such L/C Issuer in its discretion), each Lender shall pay to the Administrative Agent for the account of the applicable L/C Issuer its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Lender, at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Obligations Absolute. The obligation of the Parent Borrower to reimburse each L/C Issuer for each drawing under each Letter of Credit issued by such L/C Issuer and to repay each L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other Loan Document;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that the Parent Borrower or any Subsidiary may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), any L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) any payment by the applicable L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by such L/C Issuer under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law;

(v) any adverse change in the relevant exchange rates or in the availability of the relevant Alternative Currency to the Parent Borrower or any Subsidiary or in the relevant currency markets generally; or

(vi) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Parent Borrower or any Subsidiary.

The Parent Borrower shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with the Parent Borrower's instructions or other irregularity, the Parent Borrower will promptly, but in an any event, within three (3) Business Days of receipt of such copy, notify the applicable L/C Issuer. The Parent Borrower shall be conclusively deemed to have waived any such claim against such L/C Issuer and its correspondents unless such notice is given as aforesaid.

(f) Role of the L/C Issuers. Each Lender and the Parent Borrower agree that, in paying any drawing under a Letter of Credit, the L/C Issuers shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the L/C Issuers, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of any L/C Issuer shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Lenders or the Required Lenders, as applicable; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Issuer Document. The Parent Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; *provided*, *however*, that this assumption is not intended to, and shall not, preclude the Parent Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law, in equity or under any other agreement. None of the L/C Issuers, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of any L/C Issuer shall be liable or responsible for any of the matters described in clauses (i) through (v) of Section 2.3(e); *provided*, *however*, that anything in such clauses to the contrary notwithstanding, the Parent Borrower may have a claim against the applicable L/C Issuer, and the applicable L/C Issuer may be liable to the Parent Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the Parent Borrower which the Parent Borrower proves were caused by such L/C Issuer's willful misconduct or gross negligence or such L/C Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing, each L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and no L/C Issuer shall be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

(g) Cash Collateral.

(i) Upon the request of the Administrative Agent, (A) if any L/C Issuer has honored any full or partial drawing request under any Letter of Credit and such drawing has resulted in an L/C Borrowing or (B) if, as of the Letter of Credit Expiration Date, any L/C Obligation for any reason remains outstanding, the Parent Borrower shall, in each case, immediately Cash Collateralize the then Outstanding Amount of all L/C Obligations.

(ii) The Administrative Agent may, with respect to outstanding Letters of Credit issued in an Alternative Currency, at any time and from time to time after the initial deposit of Cash Collateral, request that additional Cash Collateral be provided in order to protect against the results of exchange rate fluctuations.

(iii) Sections 2.5(b), 2.16 and Section 8.2(c) set forth certain additional requirements to deliver Cash Collateral hereunder. For purposes of this Section 2.3, Section 2.5(b), Section 2.16 and Section 8.2(c), "**Cash Collateralize**" means to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the L/C Issuers and the Lenders, as collateral for the L/C Obligations, cash or deposit account balances pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent and the L/C Issuers (which documents are hereby consented to by the Lenders) in an amount equal to 105% of the Outstanding Amount of the applicable L/C Obligations as of the relevant date. Derivatives of such term have corresponding meanings. The Borrowers hereby grant to the Administrative Agent, for the benefit of the L/C Issuers and the Lenders, a security interest in all such cash, deposit accounts and all balances therein and all proceeds of the foregoing. Cash Collateral shall be maintained in blocked deposit accounts at Bank of America. Reasonable interest shall accrue on any such cash deposit, which accrued interest shall be for the account of the applicable Borrower, subject to this Agreement. If at any time the Administrative Agent determines that any funds held as Cash Collateral are subject to any right or claim of any Person other than the Administrative Agent or that the total amount of such funds is less than the aggregate Outstanding Amount of all L/C Obligations, the Parent Borrower will, forthwith upon demand by the Administrative Agent, pay to the Administrative Agent, as additional funds to be deposited as Cash Collateral, an amount equal to the excess of (x) such aggregate Outstanding Amount over (y) the total amount of funds, if any, then held as Cash Collateral that the Administrative Agent determines to be free and clear of any such right and claim. Upon the drawing of any Letter of Credit for which funds are on deposit as Cash Collateral, such funds shall be applied, to the extent permitted under applicable Laws, to reimburse the applicable L/C Issuer.

(h) Applicability of ISP and UCP. Unless otherwise expressly agreed by the applicable L/C Issuer and the Parent Borrower when a Letter of Credit is issued (including any such agreement applicable to an Existing Letter of Credit), (i) the rules of the ISP shall apply to each standby Letter of Credit, and (ii) the rules of the Uniform Customs and Practice for Documentary Credits, as most recently published by the International Chamber of Commerce at the time of issuance shall apply to each commercial Letter of Credit.

(i) Letter of Credit Fees. The Parent Borrower shall pay to the Administrative Agent for the account of each Lender in accordance with its Applicable Percentage, in Dollars, a Letter of Credit fee (the "**Letter of Credit Fee**") for each Letter of Credit equal to the Applicable Rate for Eurodollar Rate Loans multiplied by the Dollar Equivalent of the daily amount available to be drawn under such Letter of Credit. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.9. Letter of Credit Fees shall be (A) due and payable on the first day of each January, April, July and October, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand and (B) computed on a quarterly basis in arrears. If there is any change in the Applicable Rate during any quarter, the daily amount available to be drawn under each standby Letter of Credit shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect. Notwithstanding anything to the contrary contained herein, while any Letter of Credit Fee is not paid when due, all such overdue Letter of Credit Fees shall accrue at the Default Rate.

(j) Fronting Fee and Documentary and Processing Charges Payable to L/C Issuer. The Parent Borrower shall pay directly to the applicable L/C Issuer for its own account, in Dollars, a fronting fee (i) with respect to each commercial Letter of Credit or any amendment of a commercial Letter of Credit increasing the amount of such Letter of Credit, at a rate and on terms separately agreed in writing between the Parent Borrower and the applicable L/C Issuer (including, without limitation, as to the time of payment of such fee), and (ii) with respect to each standby Letter of Credit, at the rate per annum agreed upon from time to time in writing between the Parent Borrower and such L/C Issuer, but in each case under clause (i) or (ii), not to exceed 0.125% per annum, computed on the Dollar Equivalent of the daily amount available to be drawn under such Letter of Credit on a quarterly basis in arrears. Such fronting fee for each standby Letter of Credit shall be due and payable on the first day of each January, April, July and October in respect of the most recently-ended quarterly period (or portion thereof, in the case of the first payment), commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.9. In addition, the Parent Borrower shall pay directly to each L/C Issuer for its own account, in Dollars, the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of such L/C Issuer relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable on demand and are nonrefundable.

(k) Conflict with Issuer Documents. In the event of any conflict or inconsistency between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

(l) Letters of Credit Issued for Subsidiaries. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a Subsidiary, the Parent Borrower shall be obligated to reimburse the applicable L/C Issuer hereunder for any and all drawings under such Letter of Credit. The Parent Borrower hereby acknowledges that the issuance of Letters of Credit for the account of Subsidiaries inures to the benefit of the Parent Borrower, and that the Parent Borrower's business derives substantial benefits from the businesses of such Subsidiaries.

Section 2.4 Borrowing Base Calculations.

(a) Concurrently with delivery by the Parent Borrower to the Administrative Agent of (i) any notice designating any Swap Contract as a "Secured Hedge Agreement" and (ii) any Borrowing Base Certificate, the Parent Borrower will deliver to the Administrative Agent a report from the relevant counterparty setting forth the Swap Termination Value of such Swap Contract, determined in accordance with procedures customary in the relevant market. The Administrative Agent will calculate from time to time the net amount of the Swap Termination Values of all Secured Hedge Agreements on the basis of such counterparty report, and if a Borrower would owe a net amount under all of such Borrower's Secured Hedge Agreements if all such Secured Hedge Agreements were terminated on such date, the Administrative Agent may, and at the request of the Required Lenders, will, establish a reserve for purposes of calculating the Borrowing Base pursuant to the definition thereof set forth in Section 1.1 in an amount equal to such net amount, and will maintain such reserve until the next determination by the Administrative Agent pursuant to this paragraph.

(b) Borrowing Base Collateral Casualty Event or Disposition

(i) Upon the occurrence of a Significant Casualty Event related to any Borrowing Base Collateral, the Administrative Agent, in the exercise of its Permitted Discretion, may establish or increase the Casualty Reserve for purposes of calculating the Borrowing Base pursuant to the definition thereof set forth in Section 1.1 as a result thereof.

(ii) Upon the occurrence of a Disposition outside the Ordinary Course of Business related to any Borrowing Base Collateral, the Administrative Agent, in the exercise of its Permitted Discretion, may establish or increase the Disposition Reserve for purposes of calculating the Borrowing Base pursuant to the definition thereof set forth in Section 1.1 as a result thereof.

Section 2.5 Prepayments.

(a) Optional. Each Borrower may, upon notice from the Parent Borrower to the Administrative Agent, at any time or from time to time voluntarily prepay Loans in whole or in part without premium or penalty; *provided* that (i) such notice must be in a form reasonably acceptable to the Administrative Agent and be received by the Administrative Agent not later than 11:00 a.m. (A) three (3) Business Days (or such shorter time period as may be agreed by the Administrative Agent in its sole discretion) prior to any date of prepayment of Eurodollar Rate Loans and (B) on the date of prepayment of Base Rate Loans; and (ii) any prepayment of Eurodollar Rate Loans shall be in a principal amount of $1,000,000 or a whole multiple of $1,000,000 in excess thereof. Each such notice shall specify the date and amount of such prepayment and the Type(s) of Loans to be prepaid and, if Eurodollar Rate Loans are to be prepaid, the Interest Period(s) of such Loans. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's ratable portion of such prepayment. If such notice is given by the Parent Borrower, the applicable Borrower shall make such prepayment and the prepayment amount specified in such notice shall be due and payable on the date specified therein, *provided*, *however*, that notwithstanding anything to the contrary contained herein, any such prepayment notice may be conditioned upon the effectiveness of other credit facilities or the closing of one or more securities offerings or other transactions; *provided*, *further*, that, the Parent Borrower must affirmatively rescind any such prepayment notice by a subsequent written notice to the Administrative Agent, if the condition in an original prepayment notice shall fail to be satisfied by the proposed effective date of such prepayment, and upon the Administrative Agent's receipt of such rescinding notice, shall have no obligation to make any prepayment in respect of such earlier prepayment notice. Any prepayment of a Eurodollar Rate Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.5.

(b) Mandatory.

(i) If for any reason the Total Outstandings at any time exceed the Line Cap at such time, the Borrowers shall immediately prepay Loans and/or the Parent Borrower shall Cash Collateralize the L/C Obligations (other than the L/C Borrowings) in accordance with Section 2.3(g) in an aggregate amount equal to such excess. The Administrative Agent may, at any time and from time to time after the initial deposit of such Cash Collateral, request that additional Cash Collateral be provided in order to protect against the results of further exchange rate fluctuations.

(ii) Each prepayment of Loans pursuant to the foregoing Section 2.5(b)(i) shall be applied in the following manner: first, ratably to the L/C Borrowings, second, ratably to the outstanding Loans, and, third, to Cash Collateralize the remaining L/C Obligations. Upon the drawing of any Letter of Credit that has been Cash Collateralized, the funds held as Cash Collateral shall be applied (without any further action by or notice to or from the Borrowers or any other Loan Party) to reimburse the relevant L/C Issuer or the Lenders, as applicable.

Section 2.6 Termination or Reduction of Commitments.

(a) Optional. The Parent Borrower may, upon notice to the Administrative Agent, terminate the Aggregate Commitments or Letter of Credit Sublimit, or from time to time permanently reduce the Aggregate Commitments or the Letter of Credit Sublimit; *provided* that (i) any such notice shall be received by the Administrative Agent not later than 10:00 a.m. three (3) Business Days (or such shorter time period as may be agreed by the Administrative Agent in its sole discretion) prior to the date of any such termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of $5,000,000 or any whole multiple of $1,000,000 in excess thereof, (iii) the Parent Borrower shall not terminate or reduce (A) the Aggregate Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Total Outstandings would exceed the Line Cap or (B) the Letter of Credit Sublimit if, after giving effect thereto, the Outstanding Amount of L/C Obligations not fully Cash Collateralized hereunder would exceed the Letter of Credit Sublimit, and (iv) if, after giving effect to any reduction of the Aggregate Commitments, the Letter of Credit Sublimit exceeds the amount of the Aggregate Commitments, the Letter of Credit Sublimit shall be automatically reduced by the amount of such excess.

(b) Application of Commitment Reductions; Payment of Fees. The Administrative Agent will promptly notify the Lenders of any termination or reduction of the Letter of Credit Sublimit or the Commitments under this Section 2.6. Upon any reduction of the Aggregate Commitments, the Commitment of each Lender shall be reduced by such Lender's Applicable Percentage of such reduction amount. All fees accrued hereunder until the effective date of any termination of the Aggregate Commitments shall be paid on the effective date of such termination.

Section 2.7 Repayment of Loans.

(a) Each Borrower shall repay to the Lenders on the Maturity Date the aggregate principal amount of all Loans outstanding on such date.

(b) If, during any Cash Dominion Trigger Period, the Administrative Agent elects to implement cash dominion, the ledger balance in each Dominion Account as of the end of a Business Day shall be applied to the Obligations at the beginning of the next Business Day. If a credit balance results from such application, it shall not accrue interest in favor of the Loan Parties and shall promptly be made available to the Borrowers as long as no Default or Event of Default exists. The Loan Parties may retain access to the funds in the Dominion Accounts until such time as (i) an Event of Default has occurred and is continuing and the Administrative Agent has delivered notice that it is exercising exclusive control over the Dominion Accounts or (ii) a Cash Dominion Trigger Period exists.

Section 2.8 Interest. (a) Subject to the provisions of Section 2.8(b), (i) each Eurodollar Rate Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Eurodollar Rate for such Interest Period plus the Applicable Rate; and (ii) each Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Rate.

(b) (i) If any amount of principal of any Loan or L/C Borrowing is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, all outstanding Loans and L/C Borrowings (whether or not overdue) shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws until such amount is paid in full (after as well as before judgment).

(ii) If any amount (other than principal of any Loan or L/C Borrowing) payable by any Borrower under any Loan Document is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, then such overdue amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws until such amount is paid in full (after as well as before judgment).

(iii) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Notwithstanding anything else to the contrary contained herein, interest hereunder shall be due no less frequently than quarterly. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

Section 2.9 Fees. In addition to certain fees described in Sections 2.3(i) and (j):

(a) Commitment Fee. The Parent Borrower shall pay to the Administrative Agent for the account of each Lender in accordance with its Applicable Percentage, a commitment fee equal to the Applicable Fee Rate multiplied by the actual daily amount by which the Aggregate Commitments exceeds the Total Outstandings. The commitment fee described in this Section 2.9(a) shall accrue at all times during the relevant Availability Period, including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable quarterly in arrears on the first day of each January, April, July and October, commencing with the first such date to occur after the Closing Date, and, in the case of the commitment fee with respect to the Aggregate Commitments, on the last day of the Availability Period. The commitment fee described in this Section 2.9(a) shall be calculated quarterly in arrears.

(b) Other Fees.

(i) The Parent Borrower shall pay to the Arrangers and the Administrative Agent for their own respective accounts, in Dollars, fees in the amounts and at the times specified in the Fee Letter or any other written agreement with respect to fees in connection with this Agreement. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

(ii) The Parent Borrower shall pay to the respective Lenders, in Dollars, fees in the amounts and at the times specified in the Fee Letter or any other written agreement with respect to fees in connection with this Agreement. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

Section 2.10 Computation of Interest and Fees. All computations of interest for Base Rate Loans (including Base Rate Loans determined by reference to the Eurodollar Rate) shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, *provided* that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.12(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

Section 2.11 Evidence of Debt. (a) The Credit Extensions made by each Lender or L/C Issuer shall be evidenced by one or more accounts or records maintained by such Lender or such L/C Issuer, as applicable, and by the Administrative Agent in the Ordinary Course of Business. Such accounts or records maintained by the Administrative Agent and each Lender or L/C Issuer, as applicable, shall be conclusive absent manifest error of the amount of the applicable Credit Extensions to the Borrowers and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrowers hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender or any L/C Issuer and the accounts and records of the Administrative Agent in respect of such matters, the Register and corresponding accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender to the Parent Borrower made through the Administrative Agent, the Borrowers shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans to the Borrowers in addition to such accounts or records. Each Lender may attach schedules to its Note and record thereon the date, Type (if applicable), amount, and maturity of its Loans and payments with respect thereto.

(b) In addition to the accounts and records referred to inSection 2.11, each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Lender of participations in Letters of Credit. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

Section 2.12 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrowers shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrowers hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. If, for any reason, any Borrower is prohibited by any Law from making any required payment hereunder in an Alternative Currency, such Borrower shall make such payment in Dollars in the Dollar Equivalent of the Alternative Currency payment amount. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent (i) after 2:00 p.m., in the case of payments in Dollars, or (ii) after the Applicable Time specified by the Administrative Agent in the case of payments in an Alternative Currency, shall in each case be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by any Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be. Each Borrower agrees that, during any Cash Dominion Trigger Period, the Administrative Agent may (and, at the request of the Required Lenders, the Administrative Agent shall), after or substantially concurrently with the delivery of a written notice (which may be by email) thereof to the Parent Borrower, (A) (x) cause each bank that maintains any account subject to a Control Agreement to transfer, on a daily basis, all collected funds in any such account to a Dominion Account and/or (y) require the Loan Parties to instruct each bank at which a Loan Party maintains a deposit account that is not subject to a Control Agreement in favor of the Administrative Agent to transfer, on a daily basis, all collected funds in any such account to a Dominion Account, and (B) apply any amounts on deposit in a Dominion Account to repay Loans whenever any Loans are outstanding.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Eurodollar Rate Loans (or, in the case of any Borrowing of Base Rate Loans, prior to 12:00 p.m. on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.2 (or, in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.2) and may, in reliance upon such assumption, make available to the applicable Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the applicable Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the applicable Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of

a payment to be made by such Borrower, the interest rate applicable to Base Rate Loans. If the applicable Borrower and applicable Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to such Borrower the amount of such interest paid by such Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by a Borrower shall be without prejudice to any claim such Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrowers; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from a Borrower prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders or the L/C Issuers hereunder that such Borrower will not make such payment, the Administrative Agent may assume that such Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Appropriate Lenders the amount due. In such event, if such Borrower has not in fact made such payment, then each of the Appropriate Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or such L/C Issuer, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to any Lender or the Borrowers with respect to any amount owing under thissubsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender to any Borrower as provided in the foregoing provisions of this Article II, and such funds are not made available to such Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Section 4.2 (and, if such Credit Extension is to be made on the Closing Date, Section 4.1) are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Loans, to fund participations in Letters of Credit and to make payments pursuant to Section 10.4(c) are several and not joint. The failure of any Lender to make any Loan, to fund any such participation or to make any payment under Section 10.4(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan, to purchase its participation or to make its payment under Section 10.4(c).

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(f) Insufficient Funds. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, L/C Borrowings, interest and fees then due hereunder, such funds shall be applied (i) first, toward payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, toward payment of principal and L/C Borrowings then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and L/C Borrowings then due to such parties.

Section 2.13 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of (a) Revolving Facility Obligations due and payable to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Revolving Facility Obligations due and payable to such Lender at such time to (ii) the aggregate amount of the Revolving Facility Obligations due and payable to all Lenders hereunder and under the other Loan Documents at such time) of payments on account of the Revolving Facility Obligations due and payable to all Lenders hereunder and under the other Loan Documents at such time obtained by all the Lenders at such time or (b) Revolving Facility Obligations owing (but not due and payable) to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Revolving Facility Obligations owing (but not due and payable) to such Lender at such time to (ii) the aggregate amount of the Revolving Facility Obligations owing (but not due and payable) to all Lenders hereunder and under the other Loan Parties at such time) of payment on account of the Revolving Facility Obligations owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time obtained by all of the Lenders at such time then the Lender receiving such greater proportion shall (A) notify the Administrative Agent of such fact, and (B) purchase (for cash at face value) participations in the Loans and subparticipations in L/C Obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of Revolving Facility Obligations then due and payable to the Lenders or owing (but not due and payable) to the Lenders, as the case may be, *provided* that:

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

(ii) the provisions of this Section shall not be construed to apply to (A) any payment made by or on behalf of any Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender) or (B) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or subparticipations in L/C Obligations to any assignee or participant, other than to the Parent Borrower or any Subsidiary thereof (as to which the provisions of this Section shall apply).

Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Borrower in the amount of such participation.

Section 2.14 Designated Borrower.

(a) Effective as of the Closing Date, each of Quail Tools, L.P.; Parker Drilling Arctic Operating, LLC; Parker Drilling Offshore USA, L.L.C. and Parker Well Services, LLC shall be a "**Designated Borrower**" hereunder and may receive Loans for its account on the terms and conditions set forth in this Agreement; *provided* that such Subsidiary shall be a Wholly-Owned Domestic Subsidiary of the Parent Borrower and shall remain a Wholly-Owned Domestic Subsidiary of the Parent Borrower for as long as such Subsidiary is a Designated Borrower.

(b) So long as no Default shall have occurred and is continuing or shall result therefrom: the Parent Borrower may at any time, upon not less than fifteen (15) Business Days' notice from the Parent Borrower to the Administrative Agent (or such shorter period as may be agreed by the Administrative Agent in its sole discretion), designate any additional Wholly-Owned Domestic Subsidiary of Parent Borrower that is not already a Designated Borrower (an "**Applicant Borrower**") as a Designated Borrower to receive Loans hereunder by delivering to the Administrative Agent (which shall promptly deliver counterparts thereof to each Lender) a duly executed notice and agreement in substantially the form of Exhibit H (a "**Designated Borrower Request and Assumption Agreement**"); *provided* that such Applicant Borrower shall remain a Wholly-Owned Domestic Subsidiary of the Parent Borrower for as long as such Subsidiary is a Designated Borrower. Notwithstanding anything else to the contrary in this Section 2.14(b), the parties hereto acknowledge and agree that prior to any Applicant Borrower becoming a Designated Borrower and entitled to utilize the credit facilities provided for herein (x) each Lender and L/C Issuer shall have had 3 Business Days to review such Applicant Borrower's Designated Borrower Request and Assumption Agreement and notify the Administrative Agent in writing of any objection to such Applicant Borrower becoming a Designated Borrower on the basis of such Lender or L/C Issuer (A) not being permitted to make any Loan or to issue a Letter of Credit, as applicable, to such Designated Borrower under applicable Law or (B) not being able to commit or make such Loan or issue such Letter of Credit, as applicable, to such Designated Borrower because of adverse tax consequences for such Lender when such Subsidiary of the Parent Borrower becomes a Designated Borrower, (y) to the extent such Applicant Borrower is not already a Loan Party at the time of such designation, Parent Borrower shall cause such Applicant Borrower to become a party to the Guaranty and the Security Agreement and (z) the Administrative Agent, the L/C Issuers and the Lenders shall have received such supporting resolutions, incumbency certificates, opinions of counsel, appraisals and field exams, any documents or instruments required pursuant to Section 6.9 and other documents or information (including, without limitation, information and documentation of the type provided under Section 4.1(a)(xix), in each case, in form, content and scope reasonably satisfactory to the Administrative Agent, as may be required by the Administrative Agent in its sole discretion, and a Note signed by such new Borrower to the extent any Lender so requires (such deliverables collectively, the "**Applicant Borrower Materials**"). If (1) no Lender objects to the addition of an Applicant Borrower as a Designated Borrower as set forth in clause (x) of the preceding sentence and (2) the Administrative Agent determines in its sole discretion that an Applicant Borrower shall be entitled to receive Loans hereunder, then promptly following receipt of all the Applicant Borrower Materials, the Administrative Agent shall send a notice in substantially the form of Exhibit I (a "**Designated Borrower Notice**") to the Parent Borrower and the Lenders specifying the effective date upon which the Applicant Borrower shall constitute a Designated Borrower for purposes hereof, whereupon each of the Lenders agrees to permit such Designated Borrower to receive Loans hereunder, on the terms and conditions set forth herein,

and each of the parties agrees that such Designated Borrower otherwise shall be a Borrower for all purposes of this Agreement; *provided* that no Committed Loan Notice or Letter of Credit Application may be submitted by or on behalf of such Designated Borrower until the date five (5) Business Days after such effective date (or such shorter period as may be agreed by the Administrative Agent in its sole discretion).

(c) The Obligations of the Parent Borrower and each Designated Borrower that is a Subsidiary shall be joint and several in nature.

(d) Each Subsidiary of the Parent Borrower that is or becomes a "Designated Borrower" pursuant to this Section 2.14 hereby irrevocably confirms the appointment and powers of the Parent Borrower under Article XI and will become a Guarantor pursuant to Section 6.9.

(e) The Parent Borrower may from time to time, upon not less than fifteen (15) Business Days' notice from the Parent Borrower to the Administrative Agent (or such shorter period as may be agreed by the Administrative Agent in its sole discretion), terminate a Designated Borrower's status as such, *provided* that (i) there are no outstanding Loans payable by such Designated Borrower, or other amounts payable by such Designated Borrower on account of any Loans made to it, as of the effective date of such termination or (ii) if Total Outstandings exceed the Line Cap at the time of such termination of status, the Borrowers shall contemporaneously make such prepayments as are required hereunder. The Administrative Agent will promptly notify the Lenders of any such termination of a Designated Borrower's status.

Section 2.15 LIBOR Successor Rate. Notwithstanding anything to the contrary in this Agreement or any other Loan Documents, if the Administrative Agent determines (which determination shall be conclusive absent manifest error), or the Parent Borrower or Required Lenders notify the Administrative Agent (with, in the case of the Required Lenders, a copy to Parent Borrower) that the Parent Borrower or Required Lenders (as applicable) have determined, that:

(i) adequate and reasonable means do not exist for ascertaining LIBOR for any requested Interest Period, including, without limitation, because the LIBOR Screen Rate is not available or published on a current basis and such circumstances are unlikely to be temporary; or

(ii) the administrator of the LIBOR Screen Rate or a Governmental Authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which LIBOR or the LIBOR Screen Rate shall no longer be made available, or used for determining the interest rate of loans (such specific date, the "**Scheduled Unavailability Date**"), or

(iii) syndicated loans currently being executed, or that include language similar to that contained in this Section 2.15, are being executed or amended (as applicable) to incorporate or adopt a new benchmark interest rate to replace LIBOR,

then, reasonably promptly after such determination by the Administrative Agent or receipt by the Administrative Agent of such notice, as applicable, the Administrative Agent and the Parent Borrower may amend this Agreement to replace LIBOR with an alternate benchmark rate (including any mathematical or other adjustments to the benchmark (if any) incorporated

therein), giving due consideration to any evolving or then existing convention for similar U.S. dollar denominated syndicated credit facilities for such alternative benchmarks (any such proposed rate, a "**LIBOR Successor Rate**"), together with any proposed LIBOR Successor Rate Conforming Changes and any such amendment shall become effective at 5:00 p.m. (New York time) on the fifth Business Day after the Administrative Agent shall have posted such proposed amendment to all Lenders and the Parent Borrower unless, prior to such time, Lenders comprising the Required Lenders have delivered to the Administrative Agent written notice that such Required Lenders do not accept such amendment.

If no LIBOR Successor Rate has been determined and the circumstances under clause (i) above exist or the Scheduled Unavailability Date has occurred (as applicable), the Administrative Agent will promptly so notify the Parent Borrower and each Lender. Thereafter, (x) the obligation of the Lenders to make or maintain Eurodollar Rate Loans shall be suspended, (to the extent of the affected Eurodollar Rate Loans or Interest Periods), and (y) the Eurodollar Rate component shall no longer be utilized in determining the Base Rate. Upon receipt of such notice, the Parent Borrower may revoke any pending request for a Borrowing of, conversion to or continuation of Eurodollar Rate Loans (to the extent of the affected Eurodollar Rate Loans or Interest Periods) or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans (subject to the foregoing clause (y)) in the amount specified therein.

Notwithstanding anything else herein, any definition of LIBOR Successor Rate shall provide that in no event shall such LIBOR Successor Rate be less than zero for purposes of this Agreement.

Section 2.16 Defaulting Lenders.

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

(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 "**Required Lenders**" and Section 10.1.

(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 VIII or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 10.8 shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payments of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; second, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to the L/C Issuer hereunder; third, to Cash Collateralize the L/C Issuer's Fronting Exposure with respect to such Defaulting Lender in accordance with Section 2.3(g), fourth, as the Parent Borrower may request (so long as no Default exists), to the funding of any Loan 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; fifth, if so determined by the Administrative Agent and the Parent Borrower, to be held in a deposit account and released pro rata in order to

(A) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (B) Cash Collateralize the L/C Issuer's future Fronting Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement, in accordance with Section 2.3(g), sixth, to the payment of any amounts owing to the Lenders, or the L/C Issuer as a result of any final and nonappealable judgment of a court of competent jurisdiction obtained by any Lender or the L/C Issuer against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; seventh, so long as no Default exists, to the payment of any amounts owing to the Parent Borrower as a result of any final and nonappealable judgment of a court of competent jurisdiction obtained by the Parent Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and eighth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; *provided* that if (x) such payment is a payment of the principal amount of any Loans or L/C Borrowings in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 4.2 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and L/C Obligations owed to, all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or L/C Obligations owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in L/C Obligations are held by the Lenders pro rata in accordance with the Commitments hereunder without giving effect to Section 2.16(a)(iv). 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 or to post Cash Collateral pursuant to this Section 2.16(a)(ii) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees.

(A) No Defaulting Lender shall be entitled to receive any fee payable under Section 2.9(a) for any period during which that Lender is a Defaulting Lender (and the Parent Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender).

(B) Each Defaulting Lender shall be entitled to receive Letter of Credit Fees for any period during which that Lender is a Defaulting Lender only to the extent allocable to its Applicable Percentage of the stated face amount of Letters of Credit for which it has provided Cash Collateral pursuant to Section 2.3.

(C) With respect to any fee payable under Section 2.9 or any Letter of Credit Fee not required to be paid to any Defaulting Lender pursuant to clause (A) or (B) above, the Parent Borrower shall (I) pay to each Non-Defaulting Lender that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in L/C Obligations that has been reallocated to such Non-Defaulting Lender pursuant to clause (iv) below, (II) pay to the L/C Issuer the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to such L/C Issuer's Fronting Exposure to such Defaulting Lender, and (III) not be required to pay the remaining amount of any such fee.

(iv) Reallocation of Applicable Percentages to Reduce Fronting Exposure. All or any part of such Defaulting Lender's participation in L/C Obligations shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Applicable Percentages (calculated without regard to such Defaulting Lender's Commitment) but only to the extent that such reallocation does not cause the aggregate Outstanding Amount of the Loans of such Non-Defaulting Lender, plus such Non-Defaulting Lender's Applicable Percentage of the Outstanding Amount of all L/C Obligations to exceed such Non-Defaulting Lender's Commitment. Subject to Section 10.23, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender's having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(v) Cash Collateral. If the reallocation described in clause (a)(iv) above cannot, or can only partially, be effected, the Parent Borrower shall, without prejudice to any right or remedy available to it hereunder or under applicable Law, Cash Collateralize the L/C Issuer's Fronting Exposure in accordance with the procedures set forth in Section 2.3(g).

(b) Defaulting Lender Cure. If the Parent Borrower, the Administrative Agent and the L/C Issuers agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans and funded and unfunded participations in Letters of Credit to be held on a pro rata basis by the Lenders in accordance with their Commitments (without giving effect to Section 2.16(a)(iv)), whereupon such Lender will cease to be a Defaulting Lender; *provided* that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Parent Borrower while that Lender was a Defaulting Lender; and *provided*, *further*, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

Section 2.17 Protective Advances. The Administrative Agent shall be authorized, in its sole discretion, at any time that any condition in Section 4.2 is not satisfied or waived, to make one or more Base Rate Loans ("**Protective Advances**") (a) in an aggregate amount not to exceed 10% of the Aggregate Commitments at any time, if the Administrative Agent deems such Loans necessary or desirable to preserve or protect Collateral, or to enhance the collectability or repayment of Obligations, as long as such Loans do not cause Total Outstandings to exceed the Aggregate Commitments; or (b) to pay any other amounts chargeable to the Loan Parties under any Loan Documents, including interest, costs, fees and expenses, in each case to the extent due and payable. The Lenders shall participate on a pro rata basis in accordance with their Commitments in Protective Advances outstanding from time to time. The Required Lenders may at any time revoke the Administrative Agent's authority to make further Protective Advances under clause (a) by written notice to the Administrative Agent. Absent such revocation, the Administrative Agent's determination that funding of a

Protective Advance is appropriate shall be conclusive. No funding of a Protective Advance shall constitute a waiver by the Administrative Agent or the Lenders of any Event of Default relating thereto. No Loan Party shall be a beneficiary of this Section nor authorized to enforce any of its terms.

Section 2.18 Increase in Commitments.

(a) Request for Increase. Provided there exists no Default, upon notice to the Administrative Agent (which shall promptly notify the Lenders), the Parent Borrower may from time to time request an increase in the Aggregate Commitments to an amount up to but not exceeding (giving effect to all such increases) $75,000,000; provided that (i) any such request for an increase shall be in a minimum amount of $10,000,000 (or such lesser amount that permits compliance with Section 2.18(e)(iv) and (ii) the Parent Borrower may make a maximum of four (4) such requests. At the time of sending such notice, the Parent Borrower (in consultation with the Administrative Agent) shall specify the time period within which each Lender is requested to respond (which shall in no event be less than ten Business Days from the date of delivery of such notice to the Lenders).

(b) Lender Elections to Increase. Each Lender shall notify the Administrative Agent within such time period whether or not it agrees to increase its Commitment and, if so, whether by an amount equal to, greater than, or less than its Applicable Percentage of such requested increase. Any Lender not responding within such time period shall be deemed to have declined to increase its Commitment.

(c) Notification by Administrative Agent; Additional Lenders. The Administrative Agent shall notify the Parent Borrower and each Lender of the Lenders' responses to each request made hereunder. Subject to the approval of the Administrative Agent and the L/C Issuers (which approvals shall not be unreasonably withheld), to the extent such approval would be required under Section 10.6(b)(iii), the Parent Borrower may also invite additional Eligible Assignees to become Lenders pursuant to a joinder agreement in form and substance satisfactory to the Administrative Agent and its counsel, which invitation may be made concurrently with the notice required by Section 2.18(a).

(d) Effective Date and Allocations. If the Aggregate Commitments are increased in accordance with this Section, the Administrative Agent and the Parent Borrower shall determine the effective date (the "Revolving Credit Increase Effective Date") and the final allocation of such increase. The Administrative Agent shall promptly notify the Parent Borrower and the Lenders of the final allocation of such increase and the Revolving Credit Increase Effective Date.

(e) Conditions to Effectiveness of Increase. Any such increase shall be subject to the following additional conditions: (i) the Parent Borrower shall deliver to the Administrative Agent a certificate of each Loan Party dated as of the Revolving Credit Increase Effective Date (in sufficient copies for each Lender) signed by a Responsible Officer of such Loan Party (x) certifying and attaching the resolutions adopted by such Loan Party approving or consenting to such increase, and (y) in the case of the Parent Borrower, certifying that, before and after giving effect to such increase, (A) the representations and warranties contained in Article V and the other Loan Documents are true and correct in all material respects (except for such representations and warranties that have a materiality or Material Adverse Effect qualification, which shall be true and correct in all respects) on and as of the Revolving Credit Increase Effective Date, except to the extent that such representations and warranties

specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that for purposes of this Section 2.18, the representations and warranties contained in subsections (a) and (b) of Section 5.5 shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.1, and (B) no Default or Event of Default shall have occurred and be continuing as of the date of such notice given in accordance with Section 2.18(a) and both immediately before and after giving effect thereto as of the Revolving Credit Increase Effective Date; (ii) the increase in Aggregate Commitments shall be on the same terms and conditions as this Agreement (except with respect to upfront or similar fees payable to the Lenders providing such increase and arrangement fees), including benefiting from the same guarantees and secured by the same liens and Collateral; (iii) the increase in Aggregate Commitments, to the extent arising from the admission of an Eligible Assignee as a Lender, shall be effected pursuant to one or more joinder agreements executed and delivered by the Parent Borrower, the new Lender(s) and the Administrative Agent, each of which shall be in form and substance reasonably satisfactory to the Administrative Agent; (iv) neither the funding of such increase (assuming that the Aggregate Commitments as so increased are fully drawn) nor the existence of the Liens securing the same would exceed 95% of any applicable limitation under the Term Loan Credit Agreement or any other agreement governing material Indebtedness for borrowed money of the Parent Borrower and its Subsidiaries; (v) the Borrowers shall pay all reasonable and documented fees and expenses in connection with the increase in Aggregate Commitments, including payments required pursuant to Section 3.5 in connection with the increase; and (vi) the Loan Parties shall have delivered all customary agreements, certificates, opinions and other customary documents reasonably requested by the Administrative Agent in connection with such increase. The Borrowers shall prepay any Revolving Credit Loans outstanding on the Revolving Credit Increase Effective Date (and pay any additional amounts required pursuant to Section 3.5) to the extent necessary to keep the outstanding Revolving Credit Loans ratable with any revised Applicable Percentages arising from any nonratable increase in the Commitments under this Section, and the Borrowers may use advances from Lenders having new or increased Commitments for such prepayment.

(f) Conflicting Provisions. This Section shall supersede any provisions in Section 2.13 or 10.1 to the contrary.

ARTICLE III

TAXES, YIELD PROTECTION AND ILLEGALITY

Section 3.1 Taxes.

(a) Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes.

(i) Any and all payments by or on account of any obligation of any Borrower hereunder or under any other Loan Document shall to the extent permitted by applicable Laws be made free and clear of and without reduction or withholding for any Taxes. If, however, applicable Laws require any Borrower or the Administrative Agent to withhold or deduct any Tax, such Tax shall be withheld or deducted in accordance with such Laws as determined in the good faith discretion of such Borrower or the Administrative Agent, as the case may be, upon the basis of the information and documentation to be delivered pursuant to subsection (e) below.

(ii) If any Borrower or the Administrative Agent shall be required by the Code to withhold or deduct any Taxes, including both United States federal backup withholding and withholding taxes, from any payment, then (A) the Administrative Agent shall withhold or make such deductions as are determined by the Administrative Agent to be required based upon the information and documentation it has received pursuant to subsection (e) below, (B) the Administrative Agent shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with the Code, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes, the sum payable by the applicable Borrower shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent, Lender or L/C Issuer, as the case may be, receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(iii) If any Borrower or the Administrative Agent shall be required by any applicable Laws other than the Code to withhold or deduct any Taxes from any payment, then (A) such Borrower or the Administrative Agent, as required by such Laws, shall withhold or make such deductions as are determined by it to be required based upon the information and documentation it has received pursuant to subsection (e) below, (B) such Borrower or the Administrative Agent, to the extent required by such Laws, shall timely pay the full amount so withheld or deducted by it to the relevant Governmental Authority in accordance with such Laws, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes, the sum payable by the applicable Borrower shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent, Lender or L/C Issuer, as the case may be, receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(b) Payment of Other Taxes by the Borrowers. Without limiting the provisions of subsection (a) above, each Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Laws.

(c) Tax Indemnifications.

(i) Without limiting the provisions of subsection (a) or (b) above, each Borrower shall, and does hereby, jointly and severally indemnify the Administrative Agent, each Lender and each L/C Issuer, and shall make payment in respect thereof within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by the Administrative Agent, such Lender or such L/C Issuer, as the case may be, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. Each Borrower shall also, and does hereby, indemnify the Administrative Agent, and shall make payment in respect thereof within 10 days after demand therefor, for any amount which a Lender or L/C Issuer for any reason fails to pay indefeasibly to the Administrative Agent as required by clause (ii) of this subsection. A certificate as to the amount of any such payment or liability delivered to the Parent Borrower by a Lender or L/C Issuer (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender or L/C Issuer, shall be conclusive absent manifest error.

(ii) Each Lender and L/C Issuer shall indemnify and hold harmless the Administrative Agent, on a several basis, (i) against any Indemnified Taxes attributable to such Lender or L/C Issuer (but only to the extent the Loan Parties have not already paid or reimbursed the Administrative Agent therefor and without limiting the Loan Parties' obligation to do so), (ii) against any Taxes attributable to such Lender's failure to maintain a Participant Register as required hereunder, and (iii) against any Excluded Taxes attributable to such Lender or L/C Issuer, in each case, that are payable or paid by the Administrative Agent in connection with any Obligations, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. Each Lender and L/C Issuer shall make payment within 10 days after demand for any amount or liability payable under this Section. A certificate as to the amount of such payment or liability delivered to any Lender or L/C Issuer by the Administrative Agent shall be conclusive absent manifest error. Each Lender and each L/C Issuer hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender or such L/C Issuer, as the case may be, under this Agreement or any other Loan Document against any amount due to the Administrative Agent under this clause (ii). The agreements in this clause (ii) shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender or any L/C Issuer, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all other Obligations.

(d) Evidence of Payments. As soon as practicable after any payment of Taxes by any Borrower to a Governmental Authority as provided in this Section 3.1, a Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by Laws to report such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Lenders; Tax Documentation.

(i) Each Lender and L/C Issuer shall deliver to the Parent Borrower and to the Administrative Agent, when reasonably requested by the Parent Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Laws or by the taxing authorities of any jurisdiction and such other reasonably requested information as will permit the Parent Borrower or the Administrative Agent, as the case may be, to determine

(A) whether or not payments made by any Borrower hereunder or under any other Loan Document are subject to Taxes, withholding, (including backup withholding) or deduction and if applicable, the required rate of withholding or deduction,

(B) whether or not such Lender or L/C Issuer is subject to information reporting requirements, and

(C) such Lender's or L/C Issuer's entitlement to any available exemption from, or reduction of, applicable Taxes in respect of all payments to be made to such Lender or L/C Issuer by any Borrower pursuant to this Agreement or otherwise to establish such Lender's or L/C Issuer's status for withholding Tax purposes in the applicable jurisdictions.

Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 3.1 (e)(ii)(A), (ii)(B)(I)-(IV), (iii) and (v) below) shall not be required if in the Lender's or L/C Issuer's reasonable judgment such completion, execution or submission would subject such Lender or L/C Issuer to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender or L/C Issuer.

(ii) Without limiting the generality of the foregoing, if a Borrower is a U.S. Person,

(A) any Lender or L/C Issuer that is a U.S. Person shall deliver to the Parent Borrower and the Administrative Agent on or prior to the date on which such Lender or L/C Issuer becomes a Lender or L/C Issuer under this Agreement (and from time to time thereafter upon reasonable request of the Parent Borrower or the Administrative Agent) executed copies of IRS Form W-9 certifying that such Lender or L/C Issuer is exempt from United States federal backup withholding; and

(B) each Foreign Lender that is entitled under the Code or any applicable treaty to an exemption from or reduction of withholding Tax with respect to payments hereunder or under any other Loan Document shall deliver to the Parent Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender or L/C Issuer under this Agreement (and from time to time thereafter upon the request of the Parent Borrower or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

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

(II) executed copies of IRS Form W-8ECI,

(III) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit B-1 to the effect that such Foreign Lender is not (A) a "bank" within the meaning of section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of a Borrower within the meaning of section 871(h)(3)(B) of the Code, or (C) a "controlled foreign corporation" described in section 881(c)(3)(C) of the Code (a "**U.S. Tax Compliance Certificate**") and (y) executed copies of IRS Form W-8BEN-E (or W-8BEN, as applicable),

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

(V) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Parent Borrower and the Administrative Agent on or prior to the date on which such Foreign Lender becomes a Lender or L/C Issuer under this Agreement (and from time to time thereafter upon the reasonable request of the Parent Borrower or the Administrative Agent), executed copies of any other form prescribed by applicable Laws as a basis for claiming exemption from or a reduction in United States federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable Laws to permit the Parent Borrower or the Administrative Agent to determine the withholding or deduction required to be made.

(iii) Each Lender and L/C Issuer shall promptly update and deliver any such form or certificate it previously delivered that has expired or become obsolete or inaccurate in any respect or notify the Parent Borrower and the Administrative Agent in writing of its legal inability to do so.

(iv) Each Borrower shall promptly deliver to the Administrative Agent, any Lender or any L/C Issuer, as the Administrative Agent, such Lender, or such L/C Issuer shall reasonably request, on or prior to the Closing Date, and in a timely fashion thereafter, such documents and forms required by any relevant taxing authorities under the Laws of any jurisdiction, duly executed and completed by such Borrower, as are required to be furnished by such Lender, such L/C Issuer or the Administrative Agent under such Laws in connection with any payment by the Administrative Agent or any Lender of Taxes or Other Taxes, or otherwise in connection with the Loan Documents, with respect to such jurisdiction.

(v) If a payment made to any Lender or any L/C Issuer under any Loan Document would be subject to withholding Tax imposed by FATCA if such Lender or L/C Issuer were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender or L/C Issuer shall deliver to the Parent Borrower and the

Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Parent Borrower or the Administrative Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code), and such additional documentation reasonably requested by the Parent Borrower or the Administrative Agent, in each case, as may be necessary for the Borrowers and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender or L/C Issuer has complied with such Lender's or L/C Issuer's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (v), "FATCA" shall include any amendments made to FATCA after the Closing Date.

(f) Treatment of Certain Refunds. Unless required by applicable Laws, at no time shall the Administrative Agent have any obligation to file for or otherwise pursue on behalf of a Lender or an L/C Issuer, or have any obligation to pay to any Lender or any L/C Issuer, any refund of Taxes withheld or deducted from funds paid for the account of such Lender or such L/C Issuer, as the case may be. If the Administrative Agent, any Lender or any L/C Issuer determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by any Borrower or with respect to which any Borrower has paid additional amounts pursuant to this Section, it shall pay to such Borrower an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by such Borrower under this Section with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses and net of any loss or gain realized in the conversion of such funds from or to another currency incurred by the Administrative Agent, such Lender or any L/C Issuer, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), *provided* that each Borrower, upon the request of the Administrative Agent, such Lender or such L/C Issuer, agrees to repay the amount paid over to such Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent, such Lender or such L/C Issuer in the event the Administrative Agent, such Lender or such L/C Issuer is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this subsection (f), in no event will the Administrative Agent, any Lender or any L/C Issuer be required to pay any amount to any Borrower pursuant to this subsection (f) the payment of which would place the Administrative Agent, such Lender or such L/C Issuer in a less favorable net after-Tax position than the Administrative Agent, such Lender or such L/C Issuer would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This subsection shall not be construed to require the Administrative Agent, any Lender or any L/C Issuer to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to any Borrower or any other Person.

(g) Survival. Each party's obligations under this Section 3.1 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender or the L/C Issuer, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations.

Section 3.2 Illegality. If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to perform any of its obligations hereunder or make, maintain or fund or charge interest with respect to any Credit Extension, or to determine or charge interest rates based upon the Eurodollar Rate, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, Dollars in the London interbank market, then, on notice thereof by such Lender to the Parent Borrower through the Administrative Agent, any obligation of such Lender to issue, make, maintain, fund or charge interest with respect to any such Credit Extension or to convert Base Rate Loans to Eurodollar Rate Loans, shall be suspended until such Lender notifies the Administrative Agent and the Parent Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Parent Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all such Eurodollar Rate Loans of such Lender to Base Rate Loans, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurodollar Rate Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Eurodollar Rate Loans. Upon any such prepayment or conversion, the Borrowers shall also pay accrued interest on the amount so prepaid or converted.

Section 3.3 Inability to Determine Rates. If the Required Lenders determine that for any reason in connection with any request for a Eurodollar Rate Loan or a conversion to or continuation thereof that (a) Dollar deposits are not being offered to banks in the London interbank eurodollar market for the applicable amount and Interest Period of such Eurodollar Rate Loan, (b) adequate and reasonable means do not exist for determining the Eurodollar Rate for any requested Interest Period with respect to a proposed Eurodollar Rate Loan, or (c) the Eurodollar Rate for any requested Interest Period with respect to a proposed Eurodollar Rate Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will promptly so notify the Parent Borrower and each Lender. Thereafter, the obligation of the Lenders to make or maintain Eurodollar Rate Loans shall be suspended until the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, the Parent Borrower may revoke any pending request for a Borrowing of, conversion to or continuation of Eurodollar Rate Loans or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans in the amount specified therein.

Section 3.4 Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

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

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

(iii) impose on any Lender or any L/C Issuer or the London interbank market any other condition, cost or expense affecting this Agreement or Eurodollar Rate Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender or L/C Issuer of making or maintaining any Eurodollar Rate Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender or such L/C Issuer of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by the Administrative Agent, such Lender or such L/C Issuer hereunder (whether of principal, interest or any other amount) then, upon request of the Administrative Agent, such Lender or such L/C Issuer, the Parent Borrower will pay to the Administrative Agent, such Lender or such L/C Issuer, as the case may be, such additional amount or amounts as will compensate the Administrative Agent, such Lender or such L/C Issuer, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender or any L/C Issuer determines that any Change in Law affecting such Lender or such L/C Issuer or any Lending Office of such Lender or such Lender's or such L/C Issuer's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or such L/C Issuer's capital or on the capital of such Lender's or such L/C Issuer's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by such L/C Issuer, to a level below that which such Lender or such L/C Issuer or such Lender's or such L/C Issuer's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such L/C Issuer's policies and the policies of such Lender's or such L/C Issuer's holding company with respect to capital adequacy and liquidity), then from time to time the Parent Borrower will pay to such Lender or such L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or such L/C Issuer or such Lender's or such L/C Issuer's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender or L/C Issuer setting forth the amount or amounts necessary to compensate such Lender or such L/C Issuer or its holding company, as the case may be, as specified in subsection (a) or (b) of this Section and delivered to the Parent Borrower shall be conclusive absent manifest error. The Parent Borrower shall pay such Lender or such L/C Issuer, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender or any L/C Issuer to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of such Lender's or such L/C Issuer's right to demand such compensation, *provided* that no Borrower shall be required to compensate a Lender or L/C Issuer pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender or such L/C Issuer, as the case may be, notifies the Parent Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or such L/C Issuer's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

Section 3.5 Compensation for Losses. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Parent Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by any Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by any Borrower;

(c) any failure by any Borrower to make payment of drawing under any Letter of Credit (or interest due thereon) denominated in an Alternative Currency on its scheduled due date or any payment thereof in a different currency; or

(d) any assignment of a Eurodollar Rate Loan on a day other than the last day of the Interest Period therefor as a result of a request by any Borrower pursuant to Section 10.13;

excluding any loss of anticipated profits, but including any foreign exchange losses and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan, from fees payable to terminate the deposits from which such funds were obtained or from the performance of any foreign exchange contract. The Parent Borrower shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

For purposes of calculating amounts payable by the Parent Borrower (or the applicable Designated Borrowers) to the Lenders under this Section 3.5, each Lender shall be deemed to have funded each Eurodollar Rate Loan made by it at the Eurodollar Base Rate used in determining the Eurodollar Rate for such Loan by a matching deposit or other borrowing in the London interbank eurodollar market for a comparable amount and for a comparable period, whether or not such Eurodollar Rate Loan was in fact so funded.

Section 3.6 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.4, or any Borrower is required to pay any additional amount to any Lender, any L/C Issuer, or any Governmental Authority for the account of any Lender or any L/C Issuer pursuant to Section 3.1, or if any Lender gives a notice pursuant to Section 3.2, then, at the request of Parent Borrower, such Lender or such L/C Issuer shall, as applicable, use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender or such L/C Issuer, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.1 or 3.4, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.2, as applicable, and (ii) in each case, would not subject such Lender or such L/C Issuer, as the case may be, to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender or such L/C Issuer, as the case may be. The Parent Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender or any L/C Issuer in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.4, or if any Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.1, and in each case, such Lender has declined or is unable to designate a different Lending Office in accordance with Section 3.6(a), or if any Lender is a Non-Consenting Lender or a Defaulting Lender or otherwise gives notice pursuant to Section 3.2, the Parent Borrower may replace such Lender in accordance with Section 10.13.

Section 3.7 Survival. Each party's obligations under this Article III shall survive termination of the Aggregate Commitments, repayment of all other Obligations hereunder, and resignation of the Administrative Agent.

Section 3.8 Keepwell. Each Loan Party that is a Qualified ECP Guarantor at the time the Guaranty, or the grant of the security interest under any Loan Document, by such Loan Party, becomes effective with respect to any Secured Hedge Agreement, hereby jointly and severally, absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed by each other Loan Party from time to time to honor all of its obligations under its Guaranty and the other Loan Documents in respect of such Secured Hedge Agreement (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering such Qualified ECP Guarantor's obligations and undertakings under this Section voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations and undertakings of each Qualified ECP Guarantor under this Section shall remain in full force and effect until the Obligations have been indefeasibly paid and performed in full. Each Qualified ECP Guarantor intends this Section to constitute, and this Section shall be deemed to constitute, a guarantee of the obligations of, and a "keepwell, support, or other agreement" for the benefit of, each Secured Party for all purposes of the Commodity Exchange Act.

ARTICLE IV
CONDITIONS PRECEDENT TO CREDIT EXTENSIONS

Section 4.1 Conditions of Initial Credit Extension. The obligation of each L/C Issuer and each Lender to make its initial Credit Extension hereunder is subject to satisfaction (or waiver in compliance with Section 10.1) of the following conditions precedent:

(a) The Administrative Agent's receipt of the following, each of which shall be originals, telecopies or electronic copies (followed promptly by originals) unless otherwise specified, each properly executed by a Responsible Officer of the signing Loan Party, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance satisfactory to each Arranger, the Administrative Agent and each of the Lenders:

(i) executed counterparts of this Agreement, sufficient in number for distribution to the Administrative Agent, each Lender and each Loan Party;

(ii) a Note executed by the Borrowers in favor of each Lender requesting a Note;

(iii) executed counterparts of the Collateral Documents and the Guaranty, sufficient in number for distribution to the Administrative Agent, each Lender and the Parent Borrower, together with:

(A) subject to Schedule 6.15 with respect to certificated Pledged Equity Interests, to the extent not delivered to the Administrative Agent prior to the Closing Date, certificates representing the Pledged Equity Interests,

accompanied by undated transfer powers executed in blank or, if any of the Pledged Equity Interests shall be uncertificated securities (as defined in Article 8 of the UCC), confirmation and evidence satisfactory to the Administrative Agent that the security interest in such uncertificated securities has been transferred to and perfected by the Administrative Agent for the benefit of the Secured Parties in accordance with Section 9-106 of the Uniform Commercial Code, and instruments evidencing the debt instruments pledged pursuant to the Collateral Documents, if any, indorsed in blank;

(B) proper financing statements in form appropriate for filing under the Uniform Commercial Code of all jurisdictions that the Administrative Agent may deem necessary or desirable in order to perfect the Liens created under the Security Agreement, covering the Collateral described therein;

(C) copies of any other Uniform Commercial Code, judgment, tax lien, intellectual property, or other searches reasonably requested by the Administrative Agent with respect to the Collateral, together with copies of the financing statements (or similar documents) disclosed by such searches, and accompanied by evidence that any Liens indicated in any such financing statement that are not permitted by Section 7.1 have been or contemporaneously will be released or terminated (or otherwise provided for in a manner reasonably acceptable to the Administrative Agent); and

(D) evidence that all other actions, recordings and filings that the Administrative Agent may deem necessary or desirable in order to perfect the Liens created under the Collateral Documents have been taken or made (including receipt of duly executed payoff letters, UCC-3 termination statements and consent agreements, if applicable) or arrangements therefor satisfactory to the Administrative Agent shall have been made;

(iv) a Mortgage, covering each of the Specified Barge Rigs listed on Schedule 5.7(A), duly executed by the appropriate Loan Party, together with:

(A) evidence that the Mortgage has been duly executed, acknowledged and delivered and is in form suitable for filing or recording with the United States Coast Guard and all other filing or recording offices that the Administrative Agent may deem necessary or desirable in order to create a valid first and subsisting Lien on the Specified Barge Rigs described therein in favor of the Administrative Agent for the benefit of the Secured Parties and that all filing, documentary, stamp, intangible and recording taxes and fees have been paid (or arrangements for such payment satisfactory to the Administrative Agent shall have been made); and

(B) evidence that all other actions that the Administrative Agent may deem necessary or desirable in order to create valid first and subsisting Liens on the property described in the Mortgages have been taken, including delivery of an abstract of title, certificate of ownership, copy of certificate of documentation, and copy of certificate of financial responsibility (for each jurisdiction where applicable) with respect to each Specified Barge Rig;

(v) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party (other than Lux Holdco), as the Administrative Agent may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party;

(vi) such documents, agreements and certifications as the Administrative Agent may reasonably require to evidence that each Loan Party (other than Lux Holdco) is duly organized or formed, and that each of the Loan Parties is validly existing and in good standing (to the extent that such latter concept is applicable in the relevant jurisdiction) in its jurisdiction of organization;

(vii) a favorable opinion of Kirkland & Ellis, LLP, counsel to the Loan Parties, addressed to the Administrative Agent and each Lender, covering such customary matters concerning the Loan Parties and the Loan Documents as the Required Lenders may reasonably request;

(viii) favorable opinions of local counsel to the Loan Parties in Delaware, Louisiana, Nevada and Oklahoma, addressed to the Administrative Agent and each Lender, covering such customary matters concerning the Loan Parties and the Loan Documents as the Required Lenders may reasonably request;

(ix) a favorable opinion of local counsel to the Loan Parties in Luxembourg, addressed to the Administrative Agent and each Lender, covering such customary matters concerning Lux Holdco as the Required Lenders may reasonably request;

(x) a favorable opinion of local counsel to the Administrative Agent in Luxembourg, addressed to the Administrative Agent and each Lender, covering such customary matters related to the validity and enforceability of the Legal Documents governed by Luxembourg law as the Required Lenders may reasonably request;

(xi) a certificate of a Responsible Officer of the Parent Borrower either (1) attaching copies of all consents (including, without limitation, from any Governmental Authority, shareholder or other third-party), licenses and approvals required in connection with the execution, delivery and performance by any Loan Party and the validity against any Loan Party of the Loan Documents to which it is a party, and such consents, licenses and approvals shall be in full force and effect (except that the following consents do not need to be attached to such certificate to the extent delivered to the Administrative Agent as attachments to any other certificate delivered on the Closing Date: (A) any consents of a member or partner of a Loan Party that are required with respect to the pledge of equity under such Loan Party's Organization Documents and (B) any resolutions by each Loan Party's governing body authorizing and approving the Loan Documents), or (2) stating that no such consents, licenses or approvals are so required;

(xii) executed counterparts of the Intercreditor Agreement, sufficient in number for distribution to the Administrative Agent, each Lender and the Parent Borrower;

(xiii) executed copies of the Term Loan Credit Agreement and the other Term Loan Documents;

(xiv) a certificate signed by a Responsible Officer of the Parent Borrower certifying that the conditions specified in Sections 4.2(a) and (b) have been satisfied;

(xv) copies of the Audited Financial Statements and unaudited interim consolidated financial statements of the Parent Borrower and its consolidated Subsidiaries for each calendar month period ended subsequent to December 31, 2018 as to which such financial statements are available, accompanied by a certificate of a Responsible Officer of the Parent Borrower;

(xvi) a reasonably satisfactory opening balance sheet of the Parent Borrower and its consolidated Subsidiaries giving pro forma effect to the transactions occurring on the effective date of the Plan of Reorganization and a customary funds flow memorandum;

(xvii) projections of the consolidated balance sheets, results of operations, cash flow and Availability for the Parent Borrower and its consolidated Subsidiaries covering the period from January 1, 2019 through the Maturity Date, prepared on a quarterly basis for the fiscal year ending on December 31, 2019 and an annual basis for each fiscal year ending December 31, 2020, December 31, 2021 and December 31, 2022 (the "**Initial Projections**"), prepared by a Responsible Officer of the Parent Borrower having responsibility over financial matters, all in form and substance reasonably satisfactory to the Administrative Agent;

(xviii) a Solvency Certificate in the form attached hereto as Exhibit J, executed by a Responsible Officer of Parent Borrower;

(xix) a Borrowing Base Certificate prepared as of February 28, 2019 and accompanied by such supporting detail and documentation as is contemplated by the Borrowing Base Certificate and/or as shall be reasonably requested by the Administrative Agent (in a form comparable to that previously provided to the Administrative Agent);

(xx) all documentation and other information with respect to the Loan Parties required by regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including without limitation the USA Patriot Act and the Beneficial Ownership Regulation at least five (5) Business Days prior to the Closing Date to the extent the same have been requested at least ten (10) Business Days prior to the Closing Date;

(xxi) a certificate of a Responsible Officer of Lux Holdco certifying and attaching (as applicable) the following:

(A) true and complete copies of the constitutional documents of Lux Holdco as in effect on the Closing Date;

(B) an excerpt delivered by the RCS pertaining to Lux Holdco dated no earlier than one (1) Business Day prior to the Closing Date;

(C) a non-registration certificate (*certificat de non-inscription d'une decision judiciaire*) from the RCS pertaining to Lux Holdco and dated no earlier than one (1) Business Day prior to the date of this Agreement, stating that no judicial decision has been registered with the RCS by application of article 13, items 2 to 11*bis* and article 14 of the Luxembourg law dated 19 December 2002 relating to the register of commerce and companies as well as the accounting and the annual accounts of companies, as amended (the "RCS Law"), according to which Lux Holdco would be subject to one of the judicial proceedings referred to in these provisions of the RCS Law including in particular, bankruptcy (*faillite*), controlled management (*gestion contrôlée*), suspension of payments (*sursis de paiement*), arrangement with creditors (*concordat préventif de la faillite*) and judicial liquidation (*liquidation judiciaire*) proceedings;

(D) a copy of a resolution of the board of directors of Lux Holdco:

(I) approving the terms of, and the transactions contemplated by, this Agreement and the Loan Documents to which it is a party and resolving that it execute, deliver and perform this Agreement and the Loan Documents to which it is a party;

(II) authorizing a specified person or persons to execute this Agreement and the Loan Documents to which it is a party on its behalf; and

(III) authorizing a specified person or persons, on its behalf, to sign and/or dispatch all documents and notices to be signed and/or dispatched by it under or in connection with this Agreement and the Loan Documents to which it is a party;

(E) a specimen of the signature of each person authorised by the resolution referred to in paragraph (D) above; and

(F) that each copy document relating to Lux Holdco specified in thisSection 4.1(a) is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement;

(xxii) a certificate of a Responsible Officer of Lux Holdco certifying that:

(I) it is not subject to bankruptcy (*faillite*), pre-bankruptcy, insolvency, voluntary or judicial liquidation (*liquidation volontaire ou judiciaire*), composition with creditors (*concordat préventif de faillite*), reprieve from payment (*sursis de paiement*), controlled management (*gestion contrôlée*);

(II) it is not, on the date of the Agreement, in a state of cessation of payments (*cessation de paiement*) and has not lost its commercial creditworthiness;

(III) no application has been made by it or, as far as it is aware, by any other person for the appointment of a *commissaire, juge-commissaire, liquidateur, curateur* or similar officer pursuant to any insolvency or similar proceedings;

(IV) no application has been made by it for a voluntary or judicialwinding-up or liquidation; and

(V) borrowing or guaranteeing or securing, as appropriate, the Obligations would not cause any borrowing, guarantee, security or similar limit binding Lux Holdco to be exceeded;

(xxiii) a copy of the shareholders' register of Lux Holdco evidencing that Parker North America Operations, LLC owns 100% of the outstanding Equity Interests of Lux Holdco;

(xxiv) evidence and documentation in form and substance reasonably satisfactory to the Administrative Agent that, prior to or substantially concurrently with the Closing Date, Parent Borrower has received cash proceeds of not less than $95,000,000 from the Rights Offering (as defined in the RSA), as such amount may be reduced to provide for netting of fees and expenses;

(xxv) evidence reasonably satisfactory to the Administrative Agent that, after giving effect to all payments to be made to unsecured creditors and other claimants on the effective date of the Plan of Reorganization, the sum of (A) the Loan Parties' unrestricted cash and Cash Equivalents and (B) Availability shall not be less than $100,000,000;

(xxvi) evidence reasonably satisfactory to the Administrative Agent that Lux Holdco and one or more other Loan Parties shall, in the aggregate, have acquired and directly own 100% of the outstanding Equity Interests of Parker Drilling Arctic Operating, LLC, Quail Tools, L.P., Parker Drilling Offshore USA L.L.C. and Quail USA, LLC; and

(xxvii) such other assurances, certificates (including a perfection certificate, if requested), documents, reports (including any environmental reports), consents or opinions as the Administrative Agent, the L/C Issuers, or any Lender reasonably may require.

(b) The Administrative Agent, Lenders and Arrangers shall have received all fees and other amounts due and payable on or prior to the Closing Date, including, without limitation, all filing and recording fees and Taxes and, to the extent invoiced at least two (2) Business Days prior to the Closing Date, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Parent Borrower hereunder (including all such reasonable fees, charges and disbursements of counsel to the Administrative Agent, paid directly to such counsel if requested by the Administrative Agent).

(c) The Loan Parties' capital structure and financing plan shall be satisfactory to the Administrative Agent (it being agreed and understood that the capital structure and financing plan as set forth in the RSA as in effect on the "RSA Effective Date" as defined in the RSA, and as amended by any amendments consented to in writing by the Administrative Agent, shall be deemed satisfactory to the Administrative Agent).

(d) The Bankruptcy Court shall have entered the Confirmation Order, in form and substance reasonably satisfactory to the Administrative Agent, such order shall have become a Final Order, and all conditions to the effectiveness of the Plan of Reorganization shall have been satisfied or waived in accordance therewith.

(e) There shall be no Outstanding Amounts other than in respect of Letters of Credit.

(f) Prior to or substantially concurrently with the Closing Date, the DIP Credit Agreement shall have been terminated and all Obligations (as defined in the DIP Credit Agreement) shall have been paid in full in cash (other than (i) indemnification obligations and other contingent obligations not then due and payable and as to which no claim has been made and (ii) any letters of credit issued thereunder that constitute Existing Letters of Credit).

Without limiting the generality of the provisions of the last paragraph of Section 9.3, for purposes of determining compliance with the conditions specified in this Section 4.1, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document (a draft of which such Lender has reviewed) or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

Section 4.2 Conditions to all Credit Extensions. The obligation of each Lender and of each L/C Issuer to make any Credit Extension is subject to the following conditions precedent (or the waiver thereof in accordance with Section 10.1):

(a) The representations and warranties of the Parent Borrower and each other Loan Party contained in Article V or any other Loan Document, shall be true and correct in all material respects (except for such representations and warranties that have a materiality or Material Adverse Effect qualification, which shall be true and correct in all respects) on and as of the date of such Credit Extension, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (except for such representations and warranties that have a materiality or Material Adverse Effect qualification, which shall be true and correct in all respects) as of such earlier date, and except that for purposes of this Section 4.2, the representations and warranties contained in Section 5.5(a) and (b) shall be deemed to refer to the most recent statements furnished pursuant to Section 6.1(a) and (b), respectively.

(b) No Default then exists, or would result from such proposed Credit Extension or the application of the proceeds thereof.

(c) In the case of any request for a Borrowing, the Administrative Agent shall have received a Committed Loan Notice, and in the case of any request for an L/C Credit Extension, the Administrative Agent and the applicable L/C Issuer shall have received a Letter of Credit Application, in each case, in accordance with the requirements hereof.

(d) In the case of a Credit Extension in the form of any Letter of Credit to be denominated in an Alternative Currency, there shall not have occurred any change in national or international financial, political or economic conditions or currency exchange rates or exchange controls which in the reasonable opinion of the Administrative Agent or the applicable L/C Issuer would make it impracticable for such Credit Extension to be denominated in the relevant Alternative Currency.

(e) In the case of a Credit Extension in the form of a Borrowing, at any time and immediately after giving effect to such Borrowing (net of any concurrent use of the proceeds of such Borrowing), the Consolidated Cash Balance shall not exceed $30,000,000.

(f) If the applicable Borrower is a Designated Borrower, then the conditions of Section 2.14 to the designation of such Borrower as a Designated Borrower shall have been met to the satisfaction of the Administrative Agent.

Each request for a Credit Extension submitted by any Borrower shall be deemed to be a representation and warranty that the conditions specified in Sections 4.2(a), (b) and (e) have been satisfied on and as of the date of the applicable Credit Extension.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

The Borrowers represent and warrant to the Administrative Agent and the Lenders that:

Section 5.1 Existence; Compliance with Law. Each Loan Party (a) is duly organized or formed, validly existing and, as applicable, in good standing under the laws of the jurisdiction of its organization or formation, (b) has the requisite power and authority, and the legal right, to own and operate its Property, to lease the Property it operates as lessee and to conduct the business in which it is currently engaged, (c) is duly qualified and licensed and, as applicable, in good standing under the laws of each jurisdiction where its ownership, lease or operation of Property or the conduct of its business requires such qualification except to the extent that the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect and (d) is in compliance with all Requirements of Law except to the extent that the failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.2 Power; Authorization; Enforceable Obligations. Each Loan Party has the requisite power and authority to make, deliver and perform the Loan Documents to which it is a party and, in the case of the Borrowers, to borrow hereunder. Each Loan Party has taken all necessary corporate or other action to authorize the execution, delivery and performance of the Loan Documents to which it is a party and, in the case of the Borrowers, to authorize the borrowings on the terms and conditions of this Agreement. No consent or authorization of, filing with, notice to, approval or other act by or in respect of, any Governmental Authority or any other Person is required in connection with (a) the borrowings hereunder or the consummation of the Plan of Reorganization, (b) the execution, delivery, performance, validity or enforceability against any Loan Party of this Agreement or any of the other Loan Documents, (c) the grant by any Loan Party of the Liens granted by it pursuant to the Collateral Documents, (d) the perfection or maintenance of the Liens created under the Collateral Documents (including the first priority nature thereof) or (e) the exercise by the Administrative Agent or any Lender of its rights under the Loan Documents or the remedies in respect of the Collateral pursuant to the Collateral Documents, except, in each case, (i) consents, authorizations, filings and notices described in Schedule 5.2, which consents, authorizations, filings and notices have been obtained or made and are in full force and effect (except as noted on Schedule 5.2), (ii) the

filings referred to in Section 5.18, (iii) in the case of any authorization, approval, action, notice or filing from or with a Person other than a Governmental Authority, the failure to have could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect and (iv) for matters that may be required after the Closing Date in the ordinary course of conducting the business of the Parent Borrower or any Subsidiary thereof. Each Loan Document has been duly executed and delivered on behalf of each Loan Party that is a party thereto. This Agreement constitutes, and each other Loan Document upon execution will constitute, a legal, valid and binding obligation of each Loan Party that is a party thereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable Debtor Relief Laws and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

Section 5.3 No Legal Bar. The execution, delivery and performance of this Agreement and the other Loan Documents, the issuance of Letters of Credit, the borrowings hereunder and the use of the proceeds thereof will not violate any Requirement of Law nor any material Contractual Obligation of the Parent Borrower or any of its Subsidiaries, including, without limitation, arising under the Term Loan Credit Agreement or any other material debt instrument, and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Contractual Obligation (other than the Liens created by the Collateral Documents). No Requirement of Law or Contractual Obligation applicable to the Parent Borrower or any of its Subsidiaries could, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.4 No Material Litigation. No litigation, investigation, claim or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of the Parent Borrower after due and diligent investigation, threatened by or against the Parent Borrower or any of its Subsidiaries or against any of their respective properties or revenues that (a) purport to directly affect or pertain to this Agreement or any other Loan Document or any of the transactions contemplated hereby or thereby, or (b) except as specifically disclosed in Schedule 5.4, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, and there has been no adverse change in the status, or financial effect on any Loan Party or any Subsidiary thereof, of the matters described in Schedule 5.4.

Section 5.5 Financial Statements; No Material Adverse Effect. (a) The Audited Financial Statements, reported on by and accompanied by an unqualified report from an independent certified public accounting firm of national reputation, present fairly in all material respects the consolidated financial condition of the Parent Borrower and its Subsidiaries as at December 31, 2017 and, to the extent available on the Closing Date, December 31, 2018, as applicable, and the consolidated results of its operations and its consolidated cash flows for the respective fiscal years then ended.

(b) The unaudited consolidated balance sheet of the Parent Borrower and its Subsidiaries at January 31, 2019, and the related unaudited consolidated statements of income and cash flows for the period ended on such date, present fairly in all material respects the consolidated financial condition of the Parent Borrower and its Subsidiaries as at such date, and the consolidated results of its operations and its consolidated cash flows for the period then ended (subject to the absence of footnotes and normal year-end audit adjustments).

(c) All such financial statements described in subsections (a) and (b) of this Section, including the related schedules and notes thereto, have been prepared in accordance with GAAP applied consistently throughout the periods involved (except as approved by the applicable accounting firm and disclosed therein or in the case of financial statements described in Section 5.5(b), for the absence of footnotes and normal year-end adjustments). As of the Closing Date, the Parent Borrower and its Subsidiaries do not have any material Guarantees, contingent liabilities and liabilities for taxes (except for any such tax liabilities to taxing authorities outside of the United States which are not, in the aggregate, material to the Parent Borrower and its Subsidiaries taken as a whole) or any long-term leases or unusual forward or long-term commitments, including, without limitation, any interest rate or foreign currency swap or exchange transaction or other obligation in respect of derivatives, that are not reflected in the unaudited consolidated balance sheet of the Parent Borrower and its Subsidiaries at January 31, 2019, and the related unaudited consolidated statements of income and cash flows for the period ended on such date, and which should be so reflected in accordance with GAAP. During the period from January 31, 2019 to and including the Closing Date, there has been no Disposition by the Parent Borrower or any of its Subsidiaries of any material part of its business or Property, except as reflected in the financial statements described in subsections (a) and (b) of this Section which were delivered prior to the Closing Date.

(d) Since December 31, 2017 there has been no event or circumstance, other than the Cases, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

(e) The Projections which have been furnished to the Administrative Agent and/or the Lenders have been prepared in good faith based upon reasonable assumptions at the time such Projections were prepared, it being understood by the Lenders that such Projections are as to future events and are not to be viewed as facts, that such Projections are subject to significant uncertainties and contingencies, many of which are beyond the Parent Borrower's control, that no assurance can be given by the Parent Borrower that any of such Projections will be realized and that actual results during the period or periods covered by such Projections may differ significantly from the projected results and such differences may be material.

Section 5.6 No Default. Neither any Loan Party nor any Subsidiary thereof is in default under or with respect to any of its Contractual Obligations in any respect that could, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No Default or Event of Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Loan Document.

Section 5.7 Ownership of Property; Liens. Each Loan Party has good record and marketable title in fee simple to, or a valid leasehold interest in, all its material real property, and good title to, or a valid leasehold interest in, all its other material Property, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and none of such Property is subject to any Lien except Liens permitted by Section 7.1. Schedule 5.7 sets forth a complete and accurate list, as of the Closing Date, of all land rigs and barge rigs located and operating in the continental United States, Alaska or Gulf of Mexico waters subject to U.S. state or federal jurisdiction owned by each Loan Party and each of its Subsidiaries, showing as of the Closing Date the record owner and registration number as presented on any certificate of title or contained in the official records of the National Vessel Documentation Center of the United States Coast Guard, as applicable.

Section 5.8 Intellectual Property. Each Loan Party owns, or is licensed to use, all material Intellectual Property necessary for the conduct of its business as currently conducted; no material claim has been asserted and is pending by any Person challenging or questioning the use of any such Intellectual Property or the validity or effectiveness of any such Intellectual Property, nor does the Parent Borrower know of any valid basis for any such claim; and the use of such Intellectual Property by the Parent Borrower and its Subsidiaries does not infringe on the rights of any Person in any material respect.

Section 5.9 Taxes. Except to the extent excused or prohibited by the Bankruptcy Code or not otherwise authorized by the Bankruptcy Court with respect to periods prior to the Closing Date, each of the Parent Borrower and each of its Subsidiaries has filed or caused to be filed all material Federal, state and other Tax returns and reports that are required to be filed and has paid all Taxes shown to be due and payable on said returns or on any assessments made against it or any of its Property and all other material Taxes, fees or other charges imposed on it or any of its Property by any Governmental Authority (other than any the amount or validity of which are currently being contested in good faith by appropriate proceedings diligently conducted in each case, with respect to which adequate reserves in conformity with GAAP have been provided on the books of the Parent Borrower or its Subsidiaries, as the case may be); and no tax Lien has been filed (except for any Liens for taxes the nonpayment of which is excused or prohibited by the Bankruptcy Code, or as permitted by Section 7.1(a)), and, to the knowledge of the Parent Borrower, no claim is being asserted, with respect to any such tax, fee or other charge (other than any such Liens and claims in favor of taxing authorities outside of the United States which are not, in the aggregate, material to the Parent Borrower and its Subsidiaries taken as a whole). Neither the Parent Borrower nor any Subsidiary thereof is party to any tax sharing agreement.

Section 5.10 Federal Regulations. No part of the proceeds of any Loans or drawings under any Letter of Credit will be used in violation of Regulation U issued by the FRB as now and from time to time hereafter in effect or for any purpose that violates the provisions of the regulations of the FRB. No Loan Party is engaged or will engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the FRB).

Section 5.11 Labor Matters. There are no strikes or other labor disputes against the Parent Borrower or any of its Subsidiaries pending or, to the knowledge of the Parent Borrower, threatened that (individually or in the aggregate) could reasonably be expected to have a Material Adverse Effect. Hours worked by and payment made to employees of the Parent Borrower and its Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable Requirement of Law dealing with such matters that (individually or in the aggregate) could reasonably be expected to have a Material Adverse Effect. Except as could not (individually or in the aggregate) reasonably be expected to have a Material Adverse Effect, all payments due from the Parent Borrower or any of its Subsidiaries on account of employee health and welfare insurance have been paid or accrued as a liability on the books of the Parent Borrower or the relevant Subsidiary.

Section 5.12 ERISA Compliance. (a) Each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code and other Federal or state Laws, except where such non-compliance has not had and could not reasonably be expected to have a Material Adverse Effect. The base prototype plan document which each Plan that is intended to qualify under Section 401(a) of the Code uses an opinion letter from the IRS, or an application for such a letter is currently being processed by the IRS with respect thereto and, to the knowledge of the Parent Borrower, nothing has occurred which would prevent, or cause the loss of, such qualification. Except to the extent the failure to do so could not reasonably be

expected to have a Material Adverse Effect, the Parent Borrower and each ERISA Affiliate have made all required contributions to each Plan subject to Section 412 of the Code, and no application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Plan.

(b) There are no pending or, to the knowledge of the Parent Borrower, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) Except to the extent such event could not reasonably be expected to have a Material Adverse Effect: (i) No ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability; (iii) neither the Parent Borrower nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) neither the Parent Borrower nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) neither the Parent Borrower nor any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA.

(d) With respect to each scheme or arrangement mandated by a government other than the United States (a "**Foreign Government Scheme or Arrangement**") and with respect to each employee benefit plan maintained or contributed to by any Loan Party or any Subsidiary of any Loan Party that is not subject to United States law (a "**Foreign Plan**"), each Foreign Plan is in compliance in all material respects with the provisions of the applicable law or terms of the applicable Foreign Government Scheme or Arrangement and no Foreign Benefit Event has occurred or is reasonably expected to occur, except where such non-compliance or occurrence has not had and could not reasonably be expected to have a Material Adverse Effect.

(e) The Parent Borrower represents and warrants as of the Closing Date that none of the Parent Borrower, or its Subsidiaries is or will be using "plan assets" (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments.

Section 5.13 Investment Company Act; Other Regulations. No Loan Party 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 Loan Party is subject to regulation under any Requirement of Law (other than Regulation X of the FRB) which limits its ability to incur Indebtedness.

Section 5.14 Subsidiaries. (a) The Subsidiaries listed on Schedule 5.14 constitute all of the Subsidiaries of the Parent Borrower as of the Closing Date. Schedule 5.14 sets forth as of the Closing Date the name and jurisdiction of incorporation and, in the case of each Loan Party, the U.S. taxpayer identification number of each such Subsidiary and, as to each, the percentage of each class of Equity Interest owned by each Loan Party. All of the outstanding Equity Interests in the Subsidiaries of the Parent Borrower have been validly issued, and (to the extent applicable) fully paid and non-assessable. All of the outstanding Pledged Equity

Interests that are Collateral are owned free and clear of all Liens except those created under the Collateral Documents and Liens permitted under Section 7.1(w). As of the Closing Date, the Parent Borrower does not directly or indirectly own any Equity Interest in any corporation, limited partnership or limited liability company (or other business entity) other than those specifically disclosed in Schedule 5.14. Schedule 5.14 identifies as of the Closing Date each Material Subsidiary, Immaterial Subsidiary, Project Finance Subsidiary and Excluded Subsidiary.

(b) As of the Closing Date, there are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than Equity Interests granted to employees and/or directors) of any nature relating to any Equity Interests of the Parent Borrower or any Subsidiary, except as disclosed on Schedule 5.14.

Section 5.15 Use of Proceeds. The proceeds of the Loans, and the Letters of Credit, shall be used (a)to pay fees, interest, payments and expenses associated with the consummation of the Plan of Reorganization and (b) to provide liquidity for capital expenditures, acquisitions, working capital and for ongoing general corporate purposes for the Parent Borrower and its Subsidiaries not in contravention of any Law.

Section 5.16 Environmental Matters. Other than as set forth onSchedule 5.16 and exceptions to any of the following that could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect:

(a) The Parent Borrower and its Subsidiaries: (i) are, and for the last five (5) years have been, in compliance with all applicable Environmental Laws; (ii) hold all Environmental Permits (each of which is in full force and effect) required for any of their current or intended operations or for any property owned, leased or otherwise operated by any of them; (iii) are, and for the last five (5) years have been, in compliance with all of their Environmental Permits; and (iv) reasonably believe that: each of their Environmental Permits will be timely renewed and complied with, without material expense; any additional Environmental Permits that may be required of any of them will be timely obtained and complied with, without material expense; and compliance with any Environmental Law that is or is expected to become applicable to any of them will be timely attained and maintained, without material expense.

(b) Hazardous Materials are not present at, on, under, in, or about any real property now or formerly owned, leased or operated by the Parent Borrower or any of its Subsidiaries, or at any other location (including, without limitation, any location to which Hazardous Materials have been sent for re-use or recycling or for treatment, storage, or disposal) which could reasonably be expected to (i) give rise to liability of the Parent Borrower or any of its Subsidiaries under any applicable Environmental Law or otherwise result in costs to the Parent Borrower or any of its Subsidiaries, or (ii) interfere with the Parent Borrower's or any of its Subsidiaries' continued operations, or (iii) impair the fair saleable value of any real property owned or leased by the Parent Borrower or any of its Subsidiaries.

(c) There is no judicial, administrative, or arbitral proceeding (including any notice of violation or alleged violation) under or relating to any Environmental Law to which the Parent Borrower or any of its Subsidiaries is, or to the knowledge of the Parent Borrower or any of its Subsidiaries will be, named as a party that is pending or, to the knowledge of the Parent Borrower or any of its Subsidiaries, threatened in writing.

(d) Neither the Parent Borrower nor any of its Subsidiaries has received any written request for information, or been notified that it is a potentially responsible party under or relating to the CERCLA or any similar Environmental Law, or with respect to any Hazardous Material.

(e) Neither the Parent Borrower nor any of its Subsidiaries has entered into or agreed to any consent decree, order, or settlement or other agreement, or is subject to any judgment, decree, or order or other agreement, in any judicial, administrative, arbitral, or other forum for dispute resolution, relating to compliance with or liability under any Environmental Law.

(f) Neither the Parent Borrower nor any of its Subsidiaries has assumed or retained, by contract or operation of law, any liabilities of any kind, fixed or contingent, known or unknown, under any Environmental Law or with respect to any Hazardous Material other than indemnity obligations in the Ordinary Course of Business.

Section 5.17 Accuracy of Information, etc. No written statement or information contained in this Agreement, any other Loan Document or any other document, certificate or written statement furnished to the Administrative Agent or the Lenders or any of them, by or on behalf of any Loan Party for use in connection with the transactions contemplated hereby and the negotiation of this Agreement or the other Loan Documents or delivered hereunder or under any other Loan Document (in each case, as modified or supplemented by other information so furnished), contained as of the date such statement, information, document or certificate was so furnished, any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements contained herein or therein, taken as a whole, not materially misleading in light of the circumstances under which made; *provided* that with respect to the Projections, the Parent Borrower only makes the representation and warranty set forth in Section 5.5(e).

Section 5.18 Collateral Documents. The provisions of the Collateral Documents are effective to create in favor of the Administrative Agent, for the benefit of the Secured Parties, a legal, valid and enforceable Lien on all right, title and interest of the respective Loan Parties in the Collateral described therein and proceeds thereof. As applicable to Loan Parties on the Closing Date, when financing statements in appropriate form are filed in the offices specified on Schedule 5.18, the Security Agreement shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Collateral (other than the Specified Barge Rigs covered by a Mortgage) and the proceeds thereof, as security for the Secured Obligations (as defined in the Security Agreement), in each case prior and superior in right to any other Person (except Liens permitted by Section 7.1), to the extent such security interest can be perfected by any filing of UCC financing statements. When any Mortgage is filed for recording in the National Vessel Documentation Center of the United States Coast Guard located in Falling Waters, West Virginia, such Mortgage shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in the Specified Barge Rigs and such other Collateral described therein and the proceeds thereof, as security for the Secured Obligations (as defined in the applicable Mortgage), in each case prior and superior in right to any other Person (except Liens permitted by Section 7.1).

Section 5.19 Solvency. The Loan Parties, on a consolidated basis, are, and immediately after giving effect to the incurrence of all Indebtedness and obligations being incurred in connection herewith and to the transactions contemplated by the Plan of Reorganization will be, Solvent.

Section 5.20 Insurance. The properties of the Parent Borrower and its Subsidiaries are insured with financially sound and reputable insurance companies not Affiliates of the Parent Borrower, in such amounts with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where the Parent Borrower or the applicable Subsidiary operates, except to the extent that reasonable self-insurance meeting the same standards is maintained with respect to such risks, and which insurance meets the requirements of the Mortgage.

Section 5.21 OFAC/Sanctions. Except as described on Schedule 5.21, no Loan Party nor, to the knowledge of any Loan Party, no Related Party is an individual or entity that is, or is owned or controlled by any individual or entity that is (i) currently the subject of any Sanctions, (ii) included on OFAC's List of Specially Designated Nationals and Blocked Persons, HMT's Consolidated List of Financial Sanctions Targets and the Investment Ban List, or (iii) located, organized or residing in any Designated Jurisdiction. No Loan or Letter of Credit, nor the proceeds from any Loan or Letter of Credit, has been used to lend, contribute, provide or has otherwise been made available to fund any activity or business in any Designated Jurisdiction or to fund any activity or business of any Person located, organized or residing in any Designated Jurisdiction or who is the subject of any Sanctions, or in any other manner that will result in any violation by any Person (including any Lender, any L/C Issuer or the Administrative Agent) of applicable Sanctions.

Section 5.22 Anti-Corruption Laws. Except as previously disclosed by the Parent Borrower and its Subsidiaries in public filings, the Loan Parties have conducted their businesses in compliance with the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and other similar applicable anti-corruption legislation in other jurisdictions in all material respects and have instituted and maintained policies and procedures designed to promote and achieve compliance with such applicable anti-corruption laws.

Section 5.23 EEA Financial Institution. No Loan Party is an EEA Financial Institution.

ARTICLE VI
AFFIRMATIVE COVENANTS

Until the Termination Date, the Parent Borrower shall, and shall (except in the case of the covenants set forth in Sections 6.1, 6.2, and 6.3) cause each Subsidiary to:

Section 6.1 Financial Statements; Borrowing Base Certificate. Deliver to the Administrative Agent (which shall promptly furnish to each Lender) in form and detail reasonably satisfactory to the Administrative Agent and the Required Lenders:

(a) as soon as available, but in any event within 90 days after the end of each fiscal year of the Parent Borrower, a copy of the audited consolidated balance sheet of the Parent Borrower and its consolidated Subsidiaries as at the end of such year and the related audited consolidated statements of income and of cash flows for such year, setting forth in each case in comparative form the figures as of the end of and for the previous year, reported on without a "going concern" or like qualification or exception, or qualification arising out of the scope of the audit (other than any such "going concern" or like qualification or exception resulting solely from an upcoming maturity date of the Obligations and/or the obligations under the Term Loan Documents), by independent certified public accountants of nationally recognized standing;

(b) as soon as available, but in any event not later than 45 days after the end of each of the first three quarterly periods of each fiscal year of the Parent Borrower, the unaudited consolidated balance sheet of the Parent Borrower and its consolidated Subsidiaries as at the end of such quarter and the related unaudited consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures as of the end of and for the corresponding period in the previous year, certified by a Responsible Officer of the Parent Borrower as being fairly stated in all material respects (subject to normal year-end audit adjustments and the absence of footnotes); and

(c) if a Cash Dominion Trigger Period is in effect, as soon as available, but in any event not later than 30 days after the end of each month (or 45 days in the case of any month coinciding with the end of a fiscal quarter), the unaudited consolidated balance sheet of the Parent Borrower and its consolidated Subsidiaries as at the end of such month and the related unaudited consolidated statement of income for such month and the portion of the fiscal year through the end of such month, setting forth in each case in comparative form the figures as of the end of and for the corresponding period in the previous fiscal year;

(d) a Borrowing Base Certificate prepared as of the end of the applicable period and accompanied by such supporting detail and documentation as is contemplated by the Borrowing Base Certificate and/or as shall be reasonably requested by the Administrative Agent (in a form and detail satisfactory to the Administrative Agent), as soon as available, but in any event (i) not later than 25 days after the end of each month and (ii) when a Weekly BBC Trigger Period is in effect, not later than 3 Business Days after the end of each week. All calculations of Availability in any Borrowing Base Certificate shall originally be made by the Parent Borrower and certified by a Responsible Officer of the Parent Borrower, *provided* that the Administrative Agent may from time to time review and adjust any such calculation (A) to reflect its reasonable estimate of declines in value of any Collateral, due to collections received in the Dominion Accounts or otherwise; and (B) to the extent the calculation is not made in accordance with this Agreement or does not accurately reflect the Availability Reserve;

(e) all such financial statements to be complete and correct in all material respects and to be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein and with prior periods (except as approved by such accountants or officer, as the case may be, and disclosed therein);

As to any information contained in materials furnished pursuant to Section 6.2(e), the Parent Borrower shall not be separately required to furnish such information under clause (a) or (b) above, but the foregoing shall not be in derogation of the obligation of the Parent Borrower to furnish the information and materials described in Section 6.1(a) and (b) above at the times specified therein.

Section 6.2 Certificates; Other Information. Deliver to the Administrative Agent (which shall promptly furnish to each Lender), or, in the case of clause (g), to the relevant Lender (and/or Administrative Agent if making such request itself), in form and detail reasonably satisfactory to the Administrative Agent and the Required Lenders:

(a) concurrently with the delivery of the financial statements referred to in Section 6.1(a), a certificate of the independent certified public accountants reporting on such financial statements stating that in making the examination necessary therefor no knowledge was obtained of any failure by the Borrowers to comply with the terms, covenants, provisions

or conditions of Articles VI, VII and VIII of this Agreement, except as specified in such certificate (it being understood that such certificate shall be limited to the items that independent certified public accountants are permitted to cover in such certificates pursuant to their professional standards and customs of the profession);

(b) concurrently with the delivery of any financial statements pursuant to Section 6.1, a duly completed and executed Compliance Certificate; *provided* that, it is understood such Compliance Certificate shall, among other provisions, contain certifications of a Responsible Officer of the Parent Borrower stating that such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate.

(c) as soon as available, and in any event no later than 45 days after the end of each fiscal year of the Parent Borrower, projections for the following fiscal year (including projected consolidated balance sheets, results of operations, cash flows and Availability of the Parent Borrower and its Subsidiaries for each fiscal quarter of the following fiscal year), and, as soon as available, significant revisions, if any, of such projections with respect to such fiscal year (collectively and together with the Initial Projections, the "**Projections**"), which Projections shall in each case be accompanied by a certificate of a Responsible Officer stating that such Projections comply with the representations set forth in Section 5.5(d);

(d) no later than three (3) Business Days prior to the effectiveness thereof (or such shorter time period as may be agreed by the Administrative Agent in its sole discretion), copies of substantially final drafts of any proposed amendment, supplement, waiver or other modification with respect to the Term Loan Credit Agreement or any material Term Loan Document;

(e) within five days after the same are sent, copies of all financial statements and reports that the Parent Borrower sends to the holders of any class of its debt securities or public equity securities and, within five days after the same are filed, copies of all financial statements and reports that the Parent Borrower may make to, or file with, the SEC;

(f) promptly, at the Parent Borrower's expense, to the Administrative Agent, such other reports, statements and reconciliations with respect to the Borrowing Base or the Collateral as the Administrative Agent shall from time to time reasonably request;

(g) promptly, such additional financial and other information as any Lender through the Administrative Agent or the Administrative Agent itself may from time to time reasonably request, including without limitation, information for purposes of compliance with applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the Patriot Act and the Beneficial Ownership Regulation;

(h) concurrently with the delivery of a Borrowing Base Certificate, detailed agings of Accounts and a detailed listing of the Quail Rental Assets (together with a reconciliation to its general ledger), prepared as of the end of the applicable period;

(i) promptly upon the Administrative Agent's request (A) copies of customer statements and credit memos, remittance advices and reports, and copies of deposit slips and bank statements, and (B) a statement of the outstanding loans and payments made, and Accounts owing to, Affiliates, in each case, as of the last day of the immediately preceding period; and

(j) concurrently with the delivery thereof, copies of any default notices received from the Term Loan Agent.

Documents required to be delivered pursuant to Section 6.1(a) or (b) or Section 6.2(e) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Parent Borrower posts such documents, or provides a link thereto on the Parent Borrower's website on the Internet at the website address listed on Schedule 10.2; or (ii) on which such documents are posted on the Parent Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); *provided* that: (i) if so requested by the Administrative Agent or any Lender, the Parent Borrower shall deliver paper copies of such documents to the Administrative Agent or such Lender until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender and (ii) the Parent Borrower shall notify the Administrative Agent and each Lender (by telecopier or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. If so requested by the Administrative Agent or any Lender, the Parent Borrower shall be required to provide paper copies of the Compliance Certificates required by Section 6.2(b) to the Administrative Agent. Except for such Compliance Certificates, the Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Parent Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Parent Borrower hereby acknowledges that (a) the Administrative Agent and/or the Arrangers will make available to the Lenders and the L/C Issuers materials, projections and/or information provided by or on behalf of the Parent Borrower hereunder (collectively, "**Borrower Materials**") by posting the Borrower Materials on SyndTrak, ClearPar, IntraLinks or a substantially similar electronic transmission system (the "**Platform**") and (b) certain of the Lenders (each, a "**Public Lender**") may have personnel who do not wish to receive material non-public information with respect to any of the Parent Borrower or its respective Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Parent Borrower hereby agrees that it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (i) all such Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (ii) by marking Borrower Materials "PUBLIC," the Parent Borrower shall be deemed to have authorized the Administrative Agent, the Arrangers, the L/C Issuers and the Lenders to treat the Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Parent Borrower or their respective securities for purposes of United States Federal and state securities laws (*provided*, *however*, that to the extent the Borrower Materials constitute Information, they shall be treated as set forth in Section 10.7); (iii) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information;" and (iv) the Administrative Agent and the Arrangers shall be entitled to treat the Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information."

Section 6.3 Notices. Promptly notify the Administrative Agent (which shall promptly furnish such notice to each Lender) of:

(a) the occurrence of any Default or Event of Default;

(b) any (i) default or event of default under any Contractual Obligation of the Parent Borrower or any of its Subsidiaries that could reasonably be expected to have a Material Adverse Effect or (ii) litigation, investigation or proceeding which may exist at any time between the Parent Borrower or any of its Subsidiaries and any Governmental Authority that, if adversely determined, could reasonably be expected to have a Material Adverse Effect;

(c) any litigation, investigation by a third-party (excluding, for the avoidance of doubt, any internal investigations) or proceeding affecting the Parent Borrower or any of its Subsidiaries (i) in which the amount involved is $5,000,000 or more and not covered by insurance or (ii) in which injunctive or similar relief is sought which could reasonably be expected to have a Material Adverse Effect;

(d) as soon as possible and in any event within 10 days after the Parent Borrower knows or has reason to know of the occurrence of any ERISA Event or Foreign Benefit Event that has had or could reasonably be expected to have a Material Adverse Effect;

(e) the formation or acquisition of any Subsidiary by Lux Holdco after the Closing Date promptly after such formation or acquisition and in any event within five (5) Business Days after such formation or acquisition (or such longer period as the Administrative Agent may agree in its sole discretion); and

(f) any development or event that has had or could reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this Section 6.3 shall be accompanied by a statement of a Responsible Officer of the Parent Borrower setting forth details of the occurrence referred to therein and stating what action the Parent Borrower or relevant Subsidiary has taken and proposes to take with respect thereto. Each notice pursuant to Section 6.3(a) shall describe with particularity any and all provisions of this Agreement and any other Loan Document that have been breached.

Section 6.4 Conduct of Business and Maintenance of Existence, etc. (a) (i) Preserve, renew and keep in full force and effect its legal existence (except as otherwise permitted under this Agreement) and (ii) take all reasonable action to maintain all rights, privileges and franchises useful and necessary in the normal conduct of its business, except, in each case, as otherwise permitted by Section 7.4 and except, in the case of the foregoing clause (ii), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (b) comply with all Contractual Obligations and Requirements of Law, except to the extent that failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 6.5 Maintenance of Property; Insurance. (a) Keep all material Property and systems useful and necessary in its business in good working order and condition, ordinary wear and tear excepted, and (b) maintain with financially sound and reputable insurance companies insurance on all its Property in at least such amounts and against at least such risks (but including in any event public liability and product liability) as are usually insured against

in the same general area by companies engaged in the same or a similar business. The Parent Borrower shall furnish certificates, policies and endorsements to Administrative Agent as Administrative Agent shall reasonably require as proof of such insurance, and, if the Parent Borrower fails to do so, Administrative Agent is authorized, but not required, to obtain such insurance at the expense of the Parent Borrower. All policies shall provide for at least thirty (30) days prior written notice to Administrative Agent of any cancellation or reduction of coverage and that Administrative Agent may act as attorney-in-fact for the Parent Borrower in obtaining, and at any time an Event of Default exists or has occurred and is continuing, adjusting, settling, amending and canceling such insurance. The Parent Borrower shall cause Administrative Agent to be named as a loss payee and an additional insured (but without any liability for any premiums) under such insurance policies and the Parent Borrower shall obtain non-contributory lender's loss payable endorsements to all insurance policies in form and substance satisfactory to Administrative Agent. Any such lender's loss payable endorsements shall specify that the proceeds of such insurance shall be payable to Administrative Agent, for the ratable benefit of the Secured Parties, as its interests may appear and further specify that Administrative Agent shall be paid regardless of any act or omission by the Parent Borrower or any of its Affiliates. Subject to the terms of the Intercreditor Agreement, the Administrative Agent, at its option, may apply any insurance proceeds received by Administrative Agent at any time while any Event of Default shall have occurred and be continuing to the cost of repairs or replacement of Collateral and/or, to payment of the Obligations, whether or not then due, in any order and in such manner as Administrative Agent may determine or hold such proceeds as cash collateral for the Obligations.

Section 6.6 Inspection of Property; Books and Records; Discussions. (a) Keep proper books of records and account in which full, true and correct entries in conformity with GAAP and all Requirements of Law shall be made of all dealings and transactions in relation to its business and activities and (b) permit the Administrative Agent and any Lender (accompanied by any other Lender that so elects) to visit and inspect any of its properties and examine and make abstracts from any of its books and records at any reasonable time, upon reasonable prior notice, and to discuss the business, operations, properties and financial and other condition of the Parent Borrower and its Subsidiaries with officers and employees of the Parent Borrower and its Subsidiaries and with its independent certified public accountants (it being understood that all such notices shall be given through the Administrative Agent and shall be coordinated with any other such notices to the extent reasonably possible); provided that, absent a Default or Event of Default, only two such visits per calendar year shall be at the Loan Parties' expense.

Section 6.7 Environmental Laws. (a) Comply in all respects with, and take all reasonable action to ensure compliance in all respects by all tenants and subtenants, if any, with, all applicable Environmental Laws, and (b) obtain and comply in all respects with and maintain, and take all reasonable action to ensure that all tenants and subtenants obtain and comply in all respects with and maintain, any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws, except in each case of (a) and (b) to the extent that any failures to so comply, obtain or maintain could not, in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Section 6.8 Payment of Obligations. Pay and discharge as the same shall become due and payable, all its obligations and liabilities, including (a) all tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves

in accordance with GAAP are being maintained by the Parent Borrower or such Subsidiary; (b) all other lawful claims which, if unpaid, would by law become a Lien upon its property; and (c) all Indebtedness, as and when due and payable, but subject to any subordination provisions contained in any instrument or agreement evidencing such Indebtedness, in each case, where non-payment thereof could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

Section 6.9 Additional Collateral; Additional Guarantors. (a) With respect to any Specified Personal Property acquired after the Closing Date as to which the Administrative Agent, for the benefit of the Secured Parties, does not have a perfected Lien, promptly following such acquisition (i) execute and deliver to the Administrative Agent such amendments or supplements to the Security Agreement, Lux Security Agreements or Mortgages or such other documents as the Administrative Agent reasonably deems necessary to grant to the Administrative Agent, for the benefit of the Secured Parties, a Lien in such Property, (ii) take all actions necessary or advisable to grant to the Administrative Agent, for the benefit of the Secured Parties, a perfected first priority Lien in such Property, subject to Permitted Liens, including without limitation, the filing of UCC financing statements (or equivalent documentation) in such jurisdictions as may be required by the Security Agreement, any Lux Security Agreement or by Law or as may be requested by the Administrative Agent and the recording of such amendment or supplement with the United States Coast Guard, if applicable, and (iii) if reasonably requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent.

(b) With respect to any new Material Subsidiary (other than (i) an Excluded Subsidiary or (ii) a Project Finance Subsidiary) directly or indirectly created or acquired after the Closing Date by the Parent Borrower or any other Loan Parties (which, for the purposes of this paragraph, shall include (1) any existing Material Subsidiary that ceases to be an Excluded Subsidiary or a Project Finance Subsidiary, (2) any existing Subsidiary (that is not an Excluded Subsidiary or a Project Finance Subsidiary) that ceases to be an Immaterial Subsidiary or otherwise becomes a Material Subsidiary and (3) any Subsidiary that guarantees any Indebtedness of the Borrower or any Guarantor), promptly (and in any event within 30 days or such longer period as the Administrative Agent may agree in its sole discretion) following such creation, acquisition or the guaranteeing of any such Indebtedness, (i) cause such Subsidiary (A) to become a party to the Guaranty and the Security Agreement (or enter into other similar documents in form and substance satisfactory to the Administrative Agent), (B) in the case of any such Subsidiary owning a Specified Barge Rig, to execute and deliver a new Mortgage or an amendment to any existing Mortgage to include as covering such Specified Barge Rig, and (C) to take such actions necessary or advisable to grant to the Administrative Agent, for the benefit of the Secured Parties, a perfected first priority Lien in the Collateral described in the Security Agreement (or other similar document referred to in (i)(A) above) or the applicable Mortgage (or amendment to an existing Mortgage), as the case may be, with respect to such Subsidiary (subject to Permitted Liens), including, without limitation, the filing of UCC financing statements (or equivalent documentation) in such jurisdictions as may be required by the Security Agreement (or other similar document referred to in (i)(A) above) or by law or as may be reasonably requested by the Administrative Agent and the recording of such Mortgage or amendment to a Mortgage with the United States Coast Guard, if applicable, and (ii) if reasonably requested by the Administrative Agent deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent.

(c) If, as of the end of any Measurement Period, Immaterial Subsidiaries collectively (i) generated more than 5.0% of Consolidated EBITDA for the Measurement Period most recently ended for which financial statements of the Parent Borrower and its Subsidiaries are available or (ii) own assets that have an aggregate fair market value equal to or greater than 5.0% of Consolidated Tangible Assets of the Parent Borrower and its Subsidiaries, then in each case the Parent Borrower shall cause one or more of such Immaterial Subsidiaries to execute a joinder agreement (or agreements) such that after giving effect thereto, (A) all such remaining Immaterial Subsidiaries that are not Loan Parties generated less than 5.0% of Consolidated EBITDA for such Measurement Period and (B) the total assets owned by all such remaining Immaterial Subsidiaries that are not Loan Parties will have an aggregate fair market value of less than 5.0% of the Consolidated Tangible Assets of the Parent Borrower and its Subsidiaries.

Section 6.10 Ownership of Lux Holdco. Parent Borrower or another Loan Party shall maintain direct ownership of 100% of the outstanding Equity Interests of Lux Holdco at all times.

Section 6.11 Cash Management Systems. (a) Schedule 6.11 sets forth all deposit accounts maintained by the Loan Parties as of the Closing Date, including all Dominion Accounts. Before or concurrently with (i) the opening by the Parent Borrower or any other Loan Party of any deposit account, securities account, lockbox account, concentration account, collection account or disbursement account, and (ii) any account which is not subject to a Control Agreement that previously constituted an Immaterial Account or an Excluded Account ceasing to constitute an Immaterial Account or an Excluded Account, in each case, the Parent Borrower shall deliver to the Administrative Agent a schedule (a "**Supplemental Account Identification Schedule**") which provides, in respect of each such account (A) the name and location of each bank and securities intermediary at which the Parent Borrower or such Loan Party maintains a deposit account, securities account, lockbox account, concentration account, collection account or disbursement account in the United States and (B) the account number and account name or other relevant descriptive data with respect to each such account and such other information with respect to each such account as the Administrative Agent shall reasonably request.

(b) Subject to Section 6.15(a) with respect to accounts in existence on the Closing Date, on or before the date any Loan Party deposits any funds or permits any funds to be deposited in or credited to any account (other than an Excluded Account or an Immaterial Account) not currently subject to a Control Agreement, Parent Borrower shall cause to be delivered to the Administrative Agent a Control Agreement with respect to such account, in each case duly executed and delivered by the Parent Borrower or the relevant Loan Party and by the bank or securities intermediary that maintains such account. The applicable Loan Party shall be the sole account holder of each deposit account, securities account, lockbox account, concentration account, collection account or disbursement account on Schedule 6.11 or a Supplemental Account Identification Schedule and shall not allow any other Person (other than the Administrative Agent or any agent or similar representative under any secured Junior Loan Obligations) to have control over a deposit account, securities account, lockbox account, concentration account, collection account or disbursement account or any property deposited therein.

(c) Borrowers shall maintain Dominion Accounts pursuant to lockbox or other arrangements reasonably acceptable to Administrative Agent. On or before the date that is thirty (30) days after the Closing Date (or such later date agreed upon by the Administrative Agent in its sole discretion), each applicable Loan Party shall obtain an agreement (in form and substance satisfactory to Administrative Agent) from each lockbox servicer and Dominion Account bank, establishing Administrative Agent's control over and Lien in the lockbox or Dominion Account, which may be exercised by Administrative Agent during any Cash Dominion Trigger Period, requiring immediate deposit of all remittances received in the lockbox to a Dominion Account, and waiving offset rights of such servicer or bank, except for customary administrative charges. If a Dominion Account is not maintained with Bank of America, Administrative Agent may, during any Cash Dominion Trigger Period, require immediate transfer of all funds in such account to a Dominion Account maintained with Bank of America. Administrative Agent and Lenders assume no responsibility to any Borrower for any lockbox arrangement or Dominion Account, including any claim of accord and satisfaction or release with respect to any Payment Items accepted by any depositary bank.

(d) Each Borrower shall request in writing and otherwise take such reasonable steps to ensure that all Account Debtors of the Loan Parties forward payment directly to Dominion Accounts (or a lockbox relating to a Dominion Account) maintained pursuant to and in accordance with Section 6.11(c). If any Loan Party receives cash or any Payment Items constituting payments made in respect of any Collateral (whether or not otherwise delivered to a lockbox), it shall hold the same in trust for the Administrative Agent and promptly (and in any event no later than the first Business Day after the date of receipt thereof) deposit the same or cause the same to be deposited into one or more Dominion Accounts. All Net Cash Proceeds of the sale, Net Loss Proceeds relating to or other disposition of any Collateral shall be deposited directly into a Dominion Account.

(e) The Administrative Agent agrees that it will not give any instructions or entitlement orders, as the case may be, in respect of any account subject to a Control Agreement unless a Cash Dominion Trigger Period has commenced and is continuing.

Section 6.12 Inspection and Appraisal of Collateral.

(a) At any time upon the Administrative Agent's request, permit the Administrative Agent (or its designee) to conduct two (2) field examinations in any calendar year to ensure the adequacy of Borrowing Base Collateral and related reporting and control systems, and prepared on a basis reasonably satisfactory to the Administrative Agent, such field examinations to include, without limitation, information required by applicable Laws. The Parent Borrower shall reimburse the Administrative Agent for all reasonable charges, costs and expenses (including a per diem field examination charge and out of pocket expenses) related thereto with respect the field examinations during each calendar year made pursuant to the immediately preceding sentence; *provided*, *that* when an Event of Default has occurred and is continuing, there shall be no limitation on the number or frequency of field examinations that shall be at the sole expense of the Parent Borrower; and

(b) At any time upon the Administrative Agent's request, promptly provide the Administrative Agent with appraisals of the Quail Rental Assets not more frequently than two (2) times in any calendar year from an appraiser selected and engaged by the Administrative Agent, and prepared on a basis reasonably satisfactory to the Administrative Agent, such appraisals to include, without limitation, information required by applicable Laws; *provided* that, notwithstanding the foregoing, in the sole discretion of the Administrative

Agent, the Parent Borrower (and the other Borrowers, as applicable) shall provide the Administrative Agent with an additional appraisal of the Quail Rental Assets for a total of three (3) in any calendar year. The Parent Borrower shall reimburse the Administrative Agent for all reasonable charges, costs and expenses related thereto with respect to the appraisals made during each calendar year pursuant to the immediately preceding sentence; *provided*, *that* when an Event of Default has occurred and is continuing, there shall be no limitation on the number or frequency of appraisals that shall be at the sole expense of the Parent Borrower.

Section 6.13 Casualty and Condemnation; Disposition Outside the Ordinary Course of Business (a) Furnish to the Administrative Agent written notice promptly, and in any event within five (5) Business Days of the occurrence, of any Casualty Event affecting Collateral other than Borrowing Base Collateral reasonably expected by the Parent Borrower to result in Net Loss Proceeds in excess of $5,000,000, (b) ensure that the Net Loss Proceeds of any such event (whether in the form of insurance proceeds or otherwise) are collected and applied in accordance with the applicable provisions of the Loan Documents, (c) furnish to the Administrative Agent written notice promptly, and in any event within five (5)Business Days of the occurrence, of any Significant Casualty Event involving Borrowing Base Collateral and (d) furnish to the Administrative Agent written notice promptly, and in any event within five (5) Business Days of the occurrence, of any Disposition outside the Ordinary Course of Business that relates to any Borrowing Base Collateral.

Section 6.14 Anti-Corruption Laws; Sanctions. Except as previously disclosed by the Parent Borrower and its Subsidiaries in public filings, ensure that the Parent Borrower and its Subsidiaries have conducted their businesses in compliance with the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and other similar applicable anti-corruption legislation in other jurisdictions in all material respects and have instituted and maintained policies and procedures designed to promote and achieve compliance with such Laws.

Section 6.15 Further Assurances; Post-Closing Deliveries. (a) Deliver all of the Collateral Documents, and any other document, instrument, agreement, recording or filing listed on Schedule 6.15 within the timeframe indicated therein and (b) from time to time execute and deliver, or cause to be executed and delivered, such additional instruments, certificates or documents, and take such actions, as the Administrative Agent may reasonably request for the purposes of implementing or effectuating the provisions of this Agreement and the other Loan Documents, or of more fully perfecting or renewing the rights of the Administrative Agent and the Lenders with respect to the Collateral (or with respect to any additions thereto or replacements or proceeds thereof or with respect to any other property or assets hereafter acquired by any Loan Party which may be deemed to be part of the Collateral) pursuant hereto or thereto. Upon the exercise by the Administrative Agent or any Lender of any power, right, privilege or remedy pursuant to this Agreement or the other Loan Documents which requires any consent, approval, recording, qualification or authorization of any Governmental Authority, the Parent Borrower will execute and deliver, or will cause the execution and delivery of, all applications, certifications, instruments and other documents and papers that the Administrative Agent or such Lender may be required to obtain from the Parent Borrower or any of its Subsidiaries for such governmental consent, approval, recording, qualification or authorization.

ARTICLE VII
NEGATIVE COVENANTS

Until the Termination Date, the Parent Borrower shall not, nor shall it permit any Subsidiary (other than any Immaterial Subsidiary) to, directly or indirectly:

Section 7.1 Liens. Create, incur, assume or suffer to exist any Lien upon any of its Property, assets or revenues, whether now owned or hereafter acquired, other than the following:

(a) Liens for taxes, assessments or governmental charges or claims not yet due or which are being contested in good faith by appropriate proceedings diligently conducted, *provided* that adequate reserves with respect thereto are maintained on the books of the Parent Borrower or its Subsidiaries, as the case may be, in conformity with GAAP;

(b) Landlords', carriers', warehousemen's, mechanics', repairmen's, laborers', seamen's, preferred maritime and materialmen's liens or other like Liens arising in the Ordinary Course of Business which are not overdue for a period of more than 30 days or that are being contested in good faith by appropriate proceedings;

(c) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation;

(d) deposits to secure the payment or performance of bids, tenders, government contracts, trade contracts (other than for borrowed money), leases, statutory or regulatory obligations, surety and appeal bonds, performance bonds, insurance obligations and other obligations of a like nature incurred in the Ordinary Course of Business;

(e) easements, rights-of-way, restrictions and other similar encumbrances incurred in the Ordinary Course of Business that, in the aggregate, are not substantial in amount and which do not in any case materially detract from the value of the Property subject thereto or materially interfere with the ordinary conduct of the business of the Parent Borrower or any of its Subsidiaries;

(f) Liens in existence on the date hereof listed on Schedule 7.1(f), securing Indebtedness permitted by Section 7.3(d), *provided* that no such Lien is spread to cover any additional Property after the Closing Date other than all or part of the same property or assets (plus improvements, accessions, proceeds or distributions and directly related general intangibles in respect thereof) that secured or, under the written arrangements under which the original Lien arose, could secure the Indebtedness;

(g) Liens securing Indebtedness of the Parent Borrower or any other Subsidiary incurred pursuant to Section 7.3(c) incurred for the purpose of financing all or any part of the acquisition purchase price or cost of construction, design, repair, replacement, installation, or improvement of property, plant or equipment used in the business of the Parent Borrower or such Subsidiary (whether through the direct purchase of such assets or the Equity Interests of the Person owning such assets (but no other material assets)), *provided* that (i) such Liens shall be created prior to or within 120 days after such acquisition, construction or other event, (ii) such Liens do not at any time encumber any Property other than the Property financed by such Indebtedness (plus improvements, accessions, proceeds or distributions and directly related general intangibles in respect thereof) and (iii) the amount of Indebtedness secured thereby is not increased;

(h) Liens created pursuant to the Collateral Documents;

(i) any interest or title of a lessor under any lease entered into by the Parent Borrower or any other Subsidiary in the ordinary course of its business and covering only the assets so leased;

(j) Liens not otherwise permitted by this Section 7.1 so long as the aggregate outstanding principal amount of the obligations secured thereby does not exceed (as to the Parent Borrower and all Subsidiaries) $20,000,000 at any one time and the maturity of the obligations secured thereby is at least 91 days after the Maturity Date; *provided* that no such Lien shall extend to or cover any Borrowing Base Collateral, or Equity Interests comprising Collateral;

(k) judgment Liens not giving rise to an Event of Default under Section 8.1(h);

(l) Liens upon specific items of inventory or other goods of the Parent Borrower or any Subsidiary securing such Person's obligations in respect of banker's acceptances issued or created for the account of such Person to facilitate the purchase, shipment, or storage of such inventory or other goods;

(m) Liens securing reimbursement obligations with respect to commercial letters of credit that encumber documents and other property or assets relating to such letters of credit and products and proceeds thereof;

(n) Liens on assets of Excluded Subsidiaries to secure Indebtedness and related obligations of such Excluded Subsidiary; *provided* that the Indebtedness is permitted by the terms of Section 7.3(c), (d), (f) or (g) to be incurred by such Excluded Subsidiary;

(o) Liens on Property of a Person existing at the time such Person is merged with or into or consolidated with the Parent Borrower or any Subsidiary of the Parent Borrower or otherwise becomes a Subsidiary of the Parent Borrower; *provided* that such Liens were in existence prior to the contemplation of such merger or consolidation or such Person becoming a Subsidiary of the Parent Borrower and do not at any time extend to any Property other than the Property of such Person subject to such Liens on the date such Person becomes a Subsidiary of the Parent Borrower;

(p) Liens on Property existing at the time of acquisition of the Property by the Parent Borrower or any Subsidiary of the Parent Borrower; *provided* that such Liens were in existence prior to the contemplation of such acquisition and do not extend to any Property other than such acquired Property (plus improvements, accessions, proceeds or distributions and directly related general intangibles in respect thereof);

(q) (i) Liens securing Refinancing Debt incurred to refinance Indebtedness that was previously so secured; *provided* that (x) no such Lien is on Collateral and (y) any such Lien is limited to all or part of the same property or assets (plus improvements, accessions, proceeds or distributions and related general intangibles in respect thereof) that secured the Indebtedness being refinanced, (ii) Liens securing Refinancing Debt incurred to refinance the

Term Loan Obligations; *provided* that any such Liens on the Collateral shall be subject to the Intercreditor Agreement, and (iii) Liens securing Refinancing Debt incurred to refinance Permitted Junior Loan Obligations; *provided* that any such Liens on the Collateral shall be either subject to the Intercreditor Agreement or subordinate to the Liens securing the Obligations pursuant to a separate intercreditor agreement in form and substance satisfactory to the Administrative Agent;

(r) Liens that secure Non-Recourse Debt that encumber the Property financed by such Indebtedness (plus improvements, accessions, proceeds or distributions and directly related general intangibles in respect thereof);

(s) Liens on the Property of any Project Finance Subsidiary;

(t) Liens on and pledges of the Equity Interests of any joint venture or Project Finance Subsidiary owned by the Parent Borrower or any Subsidiary of the Parent Borrower to the extent securing Indebtedness or other obligations of such joint venture or Project Finance Subsidiary; provided that such Indebtedness or obligations are non-recourse as to the applicable pledgor of such Equity Interests other than with respect to such Equity Interests;

(u) Liens permitted under any Mortgage;

(v) Liens on Property under construction (and related rights) in favor of the contractor or developer; provided that such Liens do not secure Indebtedness;

(w) (i) Liens arising under the Term Loan Documents in favor of the Term Loan Agent to secure the Term Loan Obligations; *provided* that such Liens are at all times subject to the Intercreditor Agreement and (ii) Liens arising under Junior Loan Documents in favor of the trustee, agent or similar representative under any Junior Loan Document to secure Permitted Junior Loan Obligations; *provided* that such Liens are at all times either subject to the Intercreditor Agreement or subordinate to the Liens securing the Obligations pursuant to a separate intercreditor agreement in form and substance satisfactory to the Administrative Agent;

(x) bankers' Liens, rights of setoff and other similar Liens existing solely with respect to cash and Cash Equivalents on deposit in one or more accounts maintained by the Parent Borrower or any Subsidiary, in each case granted in the Ordinary Course of Business in favor of the bank or banks with which such accounts are maintained, securing amounts owing to such bank with respect to cash management and operating account arrangements, including those involving pooled accounts and netting arrangements; *provided* that, unless such Liens are non-consensual and arise by operation of law, in no case shall any such Liens secure (either directly or indirectly) the repayment of any Indebtedness;

(y) maritime liens for crew wages or for salvage and general average and similar liens, each of which is in respect of obligations that are not delinquent for a period of more than 30 days or are being contested in good faith by appropriate proceedings;

(z) Liens securing Indebtedness permitted under Section 7.3(l); and

(aa) Liens arising from the deposit of funds or securities in trust for the purposes of defeasing Indebtedness;

provided, *however*, that nothing in this Section 7.1 shall in and of itself constitute or be deemed to constitute an agreement or acknowledgment by the Administrative Agent or any Lender that any Indebtedness subject to or secured by any Lien, right or other interest permitted under subsections (a) through (z) above ranks in priority to any Obligation.

Section 7.2 Minimum Liquidity. Permit Liquidity to be less than $25,000,000 at any time.

Section 7.3 Indebtedness. Create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness of any Loan Party pursuant to any Loan Document;

(b) Indebtedness (i) of any Loan Party owed to the Parent Borrower or any Subsidiary, (ii) of any Subsidiary owed to any Loan Party and (iii) of any Subsidiary that is not a Loan Party to any other Subsidiary that is not a Loan Party; *provided* that (A) Indebtedness of any Subsidiary that is not a Loan Party that is owed to a Loan Party must be permitted under Section 7.6(h) and (B) Indebtedness of any Loan Party owed to any Subsidiary that is not a Loan Party shall be subordinated to the Obligations on terms reasonably satisfactory to the Administrative Agent;

(c) Indebtedness (including, without limitation, in respect of Capitalized Leases and Synthetic Lease Obligations) secured by Liens permitted by Section 7.1(g), (i) of the Parent Borrower or any of its Subsidiaries (excluding Foreign Subsidiaries and Project Finance Subsidiaries) in an aggregate principal amount not to exceed the greater of $50,000,000 and 7.5% of Consolidated Tangible Assets at any one time outstanding and (ii) of Foreign Subsidiaries (excluding Project Finance Subsidiaries), in an aggregate principal amount not to exceed $100,000,000 at any one time outstanding;

(d) Indebtedness outstanding on the Closing Date and listed on Schedule 7.3(d);

(e) Guarantees of the Parent Borrower or any Subsidiary in respect of Indebtedness permitted under this Section 7.3 (excluding Guarantees of Indebtedness permitted under Section 7.3(h)); *provided* that any Guarantee by a Loan Party of Indebtedness of a Subsidiary that is not a Loan Party shall constitute an Investment and must be permitted under Section 7.6(h);

(f) Indebtedness represented by agreements of the Parent Borrower or any Subsidiary providing for indemnification, adjustment of purchase price, or similar obligations, in each case, incurred or assumed in connection with a Disposition of any business, assets, or Equity Interests of the Parent Borrower or any Subsidiary that is permitted under Section 7.5(k); *provided* that the maximum aggregate liability in respect of all such Indebtedness shall at no time exceed the gross proceeds actually received by the Parent Borrower and its Subsidiaries in connection with such Disposition;

(g) any Indebtedness (the "**Refinancing Debt**") issued in exchange for, or the Net Cash Proceeds of which are to be used to redeem, refinance, replace, defease, discharge, refund, renew, extend or otherwise retire for value, any Indebtedness referred to in clauses (c), (d) or (m) or any Refinancing Debt incurred pursuant to this Section 7.3(g), without any shortening of the maturity of any principal amount of the Indebtedness refinanced (the

"**Refinanced Indebtedness**") or to pay premiums (if any), fees or expenses payable in connection with any such refinancing, refunding, renewal or extension; *provided* that (i) the aggregate principal amount of any Refinancing Debt incurred to refinance, replace, renew or extend (A) the Term Loan Obligations shall not exceed the principal amount of the Term Loan Obligations so refinanced, replaced, renewed or extended plus the amount of any premiums (if any), fees or expenses payable in connection with any such refinancing, refunding, renewal or extension, and any such refinancing, replacement, renewal or extension shall be permitted under the terms of the Intercreditor Agreement and (B) any Permitted Junior Loan Obligations shall not exceed the principal amount of the Permitted Junior Loan Obligations so refinanced, replaced, renewed or extended plus the amount of any premiums, fees or expenses payable in connection with any such refinancing, refunding, renewal or extension, and any such refinancing, replacement, renewal or extension shall be permitted under the terms of the Intercreditor Agreement or the other intercreditor agreement to which such refinanced Permitted Junior Loan Obligations were subject, as applicable, and (ii) the terms of such Refinancing Indebtedness (including covenants and events of default but excluding interest rates, interest rate margins, rate floors, fees, funding discounts, original issue discount and redemption or prepayment premiums) are no more restrictive, taken as a whole, to the obligor thereunder than the terms of the applicable Refinanced Indebtedness. The proceeds of the Refinancing Debt shall be used substantially concurrently with the incurrence thereof to redeem, refinance, replace, defease, discharge, renew, extend, refund or otherwise retire for value the Refinanced Indebtedness. Upon the redemption, repayment or other retirement for value of any Refinanced Indebtedness incurred to refinance Indebtedness of the type described in Section 7.3(c) or Section 7.3(m), the Refinancing Debt incurred with respect thereto shall cease to be Refinancing Debt incurred pursuant to this Section 7.3(g) and shall thereafter constitute Indebtedness incurred under, and be subject to the conditions and limitations of, Section 7.3(c) or Section 7.3(m), as applicable;

(h) Non-Recourse Debt;

(i) Project Financing incurred by Project Finance Subsidiaries;

(j) Subordinated Debt, *provided* that, the maturity of such Subordinated Debt shall be at least 91 days after the Maturity Date;

(k) [reserved];

(l) additional unsecured Indebtedness or Indebtedness secured by Liens that are subordinate to the Liens securing the Obligations on terms satisfactory to the Administrative Agent, in each case, of the Parent Borrower or any of its Subsidiaries (other than Immaterial Subsidiaries) in an aggregate principal amount (for the Parent Borrower and all such Subsidiaries) not to exceed $30,000,000 at any one time outstanding, as long such Indebtedness: (i) has a scheduled maturity occurring at least 91 days after the Maturity Date, (ii) contains terms (including covenants and events of default but excluding interest rates, interest rate margins, rate floors, fees, funding discounts, original issue discount and redemption or prepayment premiums) no more restrictive, taken as a whole, to the Parent Borrower and its Subsidiaries than those contained in this Agreement, and (iii) has no scheduled amortization occurring prior to the Maturity Date;

(m) (i) the Term Loan Obligations in an aggregate amount not to exceed at any time outstanding the sum of (A) $250,000,000 and (B) Capitalized Amounts in respect of or attributable to the Term Loan Obligations at any time outstanding and (ii) Permitted Junior Loan Obligations; *provided* that, all Permitted Junior Loan Obligations that are secured by Liens shall be secured only by Liens permitted under Section 7.1(w)(ii); and

(n) Indebtedness in respect of Swap Contracts permitted under Section 7.13 and Cash Management Agreements;

provided that, notwithstanding anything else to the contrary herein or in any other Loan Document, (x) no Subsidiary of a Borrower or any Loan Party shall Guarantee any Junior Loan Obligations or Refinancing Debt in respect thereof of a Borrower unless such Subsidiary is or shall become a Loan Party hereunder and (y) this Section 7.3 shall not prohibit the consummation of the Specified Permitted Reorganization.

Section 7.4 Fundamental Changes. Enter into any merger, consolidation, Division or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or Dispose of all or substantially all its Property or business except that:

(a) any Subsidiary of the Parent Borrower may be merged or consolidated with or into the Parent Borrower (*provided* that the Parent Borrower shall be the continuing or surviving Person), with or into any other Borrower (*provided* that a Borrower shall be the continuing or surviving Person) or with or into any other Loan Party (*provided* that (i) a Loan Party shall be the continuing or surviving Person or (ii) simultaneously with such transaction, the continuing or surviving Person shall become a Loan Party and the Parent Borrower shall comply with Section 6.9 in connection therewith);

(b) any Subsidiary may merge with any other Subsidiary (or any Person that becomes a Subsidiary contemporaneously with such merger) so long as, (x) in the case of any merger involving a Guarantor, the surviving Person shall be (or shall contemporaneously become) a Guarantor or (y) in the case of any merger involving a Borrower, the surviving Person shall be (or shall contemporaneously become) a Borrower;

(c) any Subsidiary of the Parent Borrower (other than a Borrower) may Dispose of any or all of its assets (upon voluntary liquidation or otherwise) to the Parent Borrower or any Subsidiary (so long as, in the case of any such Disposition by a Guarantor, the Subsidiary to whom such assets are disposed of is a Guarantor) and may be dissolved following such Disposition;

(d) any Excluded Subsidiary, Project Finance Subsidiary or Immaterial Subsidiary may Dispose of any or all of its assets and may be dissolved following such Disposition;

(e) the Equity Interests of any Excluded Subsidiary, Project Finance Subsidiary or Immaterial Subsidiary may be Disposed of or issued to any other Person;

(f) the Parent Borrower and any Subsidiary may merge or consolidate with any Person to effectuate a Permitted Acquisition; *provided* that, in the case of a merger or consolidation involving a Loan Party, a Loan Party is the surviving Person (or the surviving Person shall contemporaneously become a Loan Party);

(g) any merger, consolidation, amalgamation, dissolution or Disposition of any Subsidiary that is not a Loan Party that constitutes a Disposition permitted under Section 7.5(k);

(h) any change in the jurisdiction of organization of any Subsidiary if the Parent Borrower determines in good faith that such change is in the best interest of the Borrowers and is not disadvantageous to the Lenders; provided that (i) the Parent Borrower shall have provided not less than 15 days' (or such shorter period as the Administrative Agent may agree to in its sole discretion) prior written notice of such change to the Administrative Agent and (ii) with respect to any such change involving a Subsidiary that is a Loan Party, such Subsidiary (as reorganized in the new applicable jurisdiction) shall comply with all requirements set forth in Section 6.9(b) as if it were a newly created Material Subsidiary, including taking all necessary actions to ensure that the Administrative Agent's Liens in the Collateral of such Subsidiary shall remain in full force and effect; and

(i) this Section 7.4 shall not prohibit the consummation of the Specified Permitted Reorganization;

provided, *further*, that, for avoidance of doubt, any transaction permitted under this Section 7.4 that would result in a Change of Control shall cause a Default under Section 8.1(k); *provided further* that if any merger or consolidation is with a Borrower, then prior to including the assets of such Person in the Borrowing Base (i) the Administrative Agent shall consent to including any such Accounts or Quail Rental Assets in calculating the Borrowing Base, (ii) the Administrative Agent shall receive an appraisal from an appraiser selected and engaged by the Administrative Agent and prepared on a basis reasonably satisfactory to the Administrative Agent, such appraisal to include, without limitation, information required by applicable Laws, (iii) the Administrative Agent (or its designee) shall conduct a field examination to ensure the adequacy of the proposed Borrowing Base Collateral and related reporting and control systems, and prepared on a basis reasonably satisfactory to the Administrative Agent, such field examination to include, without limitation, required by applicable Laws and (iv) the Administrative Agent shall receive any other document or information in form, content and scope reasonably satisfactory to the Administrative Agent, as may be required by the Administrative Agent in its sole discretion.

Section 7.5 Disposition of Property. Dispose of any Property (including by way of Division) whether now owned or hereafter acquired, or issue or Dispose of any Equity Interest of any Person that directly or indirectly owns any of the foregoing, except:

(a) Dispositions permitted by Section 7.4;

(b) the Disposition of obsolete or worn out property, or property that is no longer used or useful in such Person's business, in the Ordinary Course of Business;

(c) the Disposition of inventory or other assets in the Ordinary Course of Business or consistent with past practice;

(d) Dispositions of cash or Cash Equivalents in the Ordinary Course of Business;

(e) the sale or issuance of (i) the Parent Borrower's Equity Interests (other than Disqualified Stock) or (ii) any Subsidiary's Equity Interests to the Parent Borrower or any other Loan Party;

(f) (i) transfers of assets between or among the Parent Borrower and the other Loan Parties, (ii) transfers of assets to Loan Parties and (iii) transfers of assets between or among Subsidiaries that are not Loan Parties;

(g) any Dispositions constituted by the granting of Liens permitted by Section 7.1;

(h) any lease of drill pipe by Quail Tools to a customer located outside of the United States and any subsequent sale to such customer of any such drill pipe;

(i) any sale by the Parent Borrower or any Subsidiary to its customers of drill pipe, tools, and associated drilling equipment utilized in connection with a drilling contract for the employment of a drilling rig in the Ordinary Course of Business and consistent with past practice;

(j) Dispositions constituting Investments permitted under Section 7.6(h);

(k) any other Disposition of Property not otherwise permitted under this Section 7.5; provided that (i) at the time of such Disposition, no Default shall exist or would result from such Disposition, (ii) the aggregate fair market value of all Property disposed of in reliance on this Section 7.5(k) in any 12 month period does not exceed $25,000,000 and (iii) at least 75% of the purchase price for such Property shall be paid to the Parent Borrower or the applicable Subsidiary in cash, Cash Equivalents or any combination thereof; provided that any liabilities (as shown on the Parent Borrower's or such Subsidiary's most recent balance sheet) of the Parent Borrower or any Subsidiary (other than (x) liabilities of any Excluded Subsidiary or Project Finance Subsidiary and (y) contingent liabilities and liabilities that are by their terms subordinated to the Loans or any Guarantee pursuant to the Loan Documents) that are assumed by the transferee of any such assets pursuant to a customary novation agreement that releases the Parent Borrower or such Subsidiary from further liability shall be deemed to be cash for purposes of this Section 7.5(k); and

(l) Dispositions required to consummate the Specified Permitted Reorganization;

provided, *that*, notwithstanding the foregoing, this Section 7.5 shall not permit the Parent Borrower or any of its Subsidiaries to Dispose of a Borrower, unless such borrower status is terminated in accordance with Section 2.14(e).

Section 7.6 Restricted Payments and Investments. (i) Declare or pay any dividend on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Equity Interests of the Parent Borrower or any Subsidiary, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of the Parent Borrower or any Subsidiary, or enter into any derivatives or other transaction with any financial institution, commodities or stock exchange or clearinghouse (a "**Derivatives Counterparty**") obligating the Parent Borrower or any Subsidiary to make payments to such Derivatives Counterparty as a result of any change in market value of any such Equity Interests (collectively, "**Restricted Payments**") or (ii) make or permit to exist any Investments (including by way of Division), except that:

(a) any Subsidiary may make Restricted Payments to the holders of its Equity Interests on a pro rata basis, or a more favorable basis to any such holder which is a Loan Party or a Subsidiary of a Loan Party;

(b) (i) the Parent Borrower may make Restricted Payments in the form of Equity Interests (other than Disqualified Stock) of the Parent Borrower and (ii) the Parent Borrower may make cash payments in lieu of the issuance of fractional shares; *provided* that, with respect to a transaction under this Section 7.06(b)(ii), (A) no Default or Event of Default shall have occurred and be continuing prior to or immediately after giving effect to any such cash payments and (B) immediately upon consummation of any cash payments for fractional shares, such fractional shares must be retired;

(c) Restricted Payments required to consummate the Specified Permitted Reorganization;

(d) so long as no Event of Default has occurred and is continuing or would be caused thereby, the Parent Borrower or any Subsidiary may repurchase, redeem, or otherwise acquire or retire any Equity Interests of the Parent Borrower or any Subsidiary held by any existing or former director, officer or employee of the Parent Borrower or any Subsidiary (or their transferees, estates or beneficiaries) pursuant to any employment agreement, equity subscription agreement, stock option agreement, or similar agreement, *provided*, *that* the aggregate amount of payments under this Section 7.6(d) subsequent to the Closing Date (net of any proceeds received by the Parent Borrower subsequent to the date hereof in connection with resales of any common stock or common stock options so purchased) shall not exceed $5,000,000 in any twelve (12) month period and not more than $15,000,000 in the aggregate during the term of this Agreement;

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

(f) the Parent Borrower may make any Restricted Payment in exchange for, or in an amount not to exceed, the net cash proceeds of a substantially concurrent sale (other than to a Subsidiary of the Parent Borrower) of, Equity Interests of the Parent Borrower (other than Disqualified Stock), or from the substantially concurrent contribution of common equity capital to the Parent Borrower, with a sale and contribution being deemed substantially concurrent if such Restricted Payment occurs not more than 60 days after such sale or contribution; *provided* that immediately before and after giving effect to any Restricted Payment under this Section 7.6(f), the Parent Borrower is in compliance with Section 7.2;

(g) the Parent Borrower may make the payment of any dividend or consummate any irrevocable redemption permitted under Section 7.6(i) within 60 days after the date of declaration of the dividend or the giving of the redemption notice, as the case may be, if at the date of declaration or notice, the dividend or redemption payment would have complied with the provisions of this Agreement; *provided* that immediately before and after giving effect to any Restricted Payment under this Section 7.6(g), the Parent Borrower is in compliance with Section 7.2;

(h) the Parent Borrower or any Subsidiary may make or hold the following Investments:

(i) Investments in cash and Cash Equivalents;

(ii) loans or advances to employees in the Ordinary Course of Business and consistent with past practices, including for payroll, travel and similar expenses, but in any event not to exceed $2,000,000 in the aggregate outstanding at any one time;

(iii) (A) Investments by the Parent Borrower and its Subsidiaries in their respective Subsidiaries outstanding on the date hereof, (B) additional Investments by the Parent Borrower and its Subsidiaries in Loan Parties, (C) additional Investments by Subsidiaries of the Parent Borrower that are not Loan Parties in other Subsidiaries that are not Loan Parties, (D) Investments required to consummate the Specified Permitted Reorganization and (E) so long as no Default or Event of Default exists immediately before the making of such Investment or would exist after giving effect thereto, additional Investments by the Loan Parties in Subsidiaries that are not Loan Parties in an aggregate amount not to exceed $10,000,000;

(iv) Investments in Project Finance Subsidiaries not to exceed $25,000,000 outstanding in the aggregate (measured on the date each such Investment was made and without giving effect to subsequent changes in value) for all such Investments on or after the date hereof, it being understood that if such Project Finance Subsidiary repays such Investment in full in cash or if a Borrower shall sell such Project Finance Subsidiary in full for cash, such Investment will no longer be outstanding for purposes hereof to the extent of such cash received; *provided* that immediately before and after giving effect to the making of any Investment under this Section 7.6(h)(iv), the Parent Borrower is in compliance with Section 7.2;

(v) Guarantees of Indebtedness of Loan Parties permitted under Section 7.3;

(vi) Permitted Acquisitions;

(vii) so long as the Payment Conditions applicable to Investments are satisfied immediately after giving effect thereto, other Investments;

(viii) any Investment consisting of the non-cash proceeds of a Disposition that was made pursuant to and in compliance with Section 7.5 hereof;

(ix) any Investments received (a) in satisfaction of judgments or in compromise of obligations of trade creditors or customers that were incurred in the Ordinary Course of Business, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer or (b) as a result of a foreclosure by the Parent Borrower or any of its Subsidiaries with respect to any secured Investment in default;

(x) to the extent constituting an Investment, Investments in Swap Contracts permitted under Section 7.13;

(i) so long as the applicable Payment Conditions are satisfied after giving effect thereto, the Parent Borrower may make other Restricted Payments (other than Investments).

Furthermore, for the avoidance of doubt, payments made (i) for the purpose of matching contributions of employees' 401(k) Plan contributions (including payments made to third-parties for the purpose of permitting such third-parties to acquire Equity Interests of the Parent Borrower to be delivered to employees for the purpose of such contributions) and (ii) pursuant to the Parent Borrower's Long-Term Incentive Plan, as amended and restated, shall not be considered Restricted Payments.

Section 7.7 Modifications of Debt Instruments, etc. (a) Amend, modify or otherwise change, or consent or agree to any amendment, modification, waiver or other change to (i) any of the terms of any Refinancing Debt or any other Indebtedness of any Loan Party having a principal amount in excess of the Threshold Amount to the extent that any such amendment, modification, waiver or other change would shorten the maturity or increase the amount of any payment of principal thereof, increase the interest rate or shorten the date for payment of interest thereon or make any covenants or other restrictions applicable to the Parent Borrower or any of its Subsidiaries materially more restrictive, taken as a whole, or (ii) the Term Loan Credit Agreement or any other document evidencing or securing Term Loan Obligations, in each case, except to the extent permitted under the Intercreditor Agreement, or (b) amend its Organization Documents in any manner adverse to the Administrative Agent or the Lenders in their capacities as such.

Section 7.8 Transactions with Affiliates. Enter into any transaction, including, without limitation, any purchase, sale, lease or exchange of Property (including by way of Division), the rendering of any service or the payment of any management, advisory or similar fees, with any Affiliate (other than the Parent Borrower or any other Loan Party or in the case of any Subsidiary that is not a Loan Party, any other Subsidiary that is not a Loan Party) unless such transaction is (a) otherwise permitted under this Agreement and (b) upon fair and reasonable terms no less favorable to the Parent Borrower or such Subsidiary, as the case may be, than it would obtain in a comparable arm's length transaction with a Person that is not an Affiliate. This Section 7.8 shall not apply to the following transactions: (i) any employment agreement entered into by the Parent Borrower or any of its Subsidiaries in the Ordinary Course of Business and consistent with past practices, (ii) payment of reasonable directors' fees, (iii) sales of Equity Interests of the Parent Borrower to Affiliates of the Parent Borrower, (iv) any Restricted Payment or Investment otherwise permitted under Section 7.6 and prepayments of the Term Loan Obligations permitted under Section 7.16, (v) indemnification agreements with, and payments made, to officers, directors, and employees of the Parent Borrower or any Subsidiary pursuant to charter, bylaw, statutory, or contractual provisions, (vi) the performance of obligations of the Parent Borrower or any Subsidiary under the terms of any agreement to which the Parent Borrower or any Subsidiary is a party as of the Closing Date and that is set forth on Schedule 7.8, and any amendments, modifications, supplements, extensions, or renewals of such agreements;*provided* that any such amendments, modifications, supplements, extensions, or renewals of such agreements are not materially more disadvantageous, taken as a whole, to (x) the Parent Borrower or any Subsidiary of the Parent Borrower or (y) the Administrative Agent and the Lenders than the terms of such agreements as in effect on the Closing Date, (vii) any issuance of securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements or stock option or stock ownership plans approved by the board of directors of the Parent Borrower, (viii) loans or advances to employees in the Ordinary Course of Business and consistent with past practices, but in any event not to exceed $2,000,000 in the aggregate outstanding at any one time, (ix) any transaction in which the Parent Borrower or any of its Subsidiaries, as the case may be, delivers to the Administrative Agent a letter from an accounting, appraisal or

investment banking firm of national standing stating that such transaction is fair to the Parent Borrower or such Subsidiary from a financial point of view or that such transaction meets the requirements of the first sentence of this paragraph, (x) dividends and distributions to the Parent Borrower and its Subsidiaries by any Affiliate, (xi) guarantees of performance by the Parent Borrower and its Subsidiaries of Subsidiaries in the Ordinary Course of Business, except for guarantees of Indebtedness (xii) any transaction where the only consideration paid by the Parent Borrower or a Subsidiary is Equity Interests of the Parent Borrower (other than Disqualified Stock), (xiii) transactions required to consummate the Specified Permitted Reorganization and (xiv) transactions required to effectuate the Plan of Reorganization.

Section 7.9 Changes in Fiscal Periods. Permit the fiscal year of the Parent Borrower to end on a day other than December 31 or change the Parent Borrower's method of determining fiscal quarters.

Section 7.10 Negative Pledge Clauses. Enter into or suffer to exist or become effective any agreement that prohibits or limits the ability of the Parent Borrower or any of its Material Subsidiaries (other than Excluded Subsidiaries and Project Finance Subsidiaries) to create, incur, assume or suffer to exist any Lien upon any of its Property or revenues, whether now owned or hereafter acquired, to secure the Obligations or, in the case of any Guarantor, its obligations under the Guaranty, other than (a) this Agreement and the other Loan Documents, (b) the Term Loan Credit Agreement, any Junior Loan Documents governing any Permitted Junior Loan Obligations or similar instruments governing any Refinancing Debt incurred to refinance the Term Loan Obligations or any other Junior Loan Obligations, (c) any agreements governing any purchase money Liens or Capitalized Leases or other secured Indebtedness otherwise permitted hereby (in which case, any prohibition or limitation shall only be effective against the assets financed thereby or securing such Indebtedness), (d) customary non-assignment provisions in any contract or lease entered into in the Ordinary Course of Business and consistent with past practices, (e) applicable law or any applicable rule, regulation, or order of any Governmental Authority, (f) provisions with respect to the disposition or distribution of assets or property in joint venture agreements, asset sale agreements, stock sale agreements, and other similar agreements, (g) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the Ordinary Course of Business, (h) any agreement in effect at the time such Subsidiary becomes a Subsidiary of Parent Borrower, so long as such agreement was not entered into in connection with or in contemplation of such Person becoming a Subsidiary of Parent Borrower and is not applicable to any Person, or the properties or assets of any Person, other than such Subsidiary or such Subsidiary's properties and assets, and (i) any instrument governing Indebtedness assumed in connection with any acquisition of any Person or asset and not incurred in contemplation of such acquisition, which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person or the properties or assets of the Person so acquired.

Section 7.11 Restrictions on Subsidiary Distributions. Enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any Subsidiary (other than Excluded Subsidiaries and Project Finance Subsidiaries) to (a) make Restricted Payments in respect of any Equity Interests of such Subsidiary held by, or pay any Indebtedness owed to, the Parent Borrower or any other Subsidiary (it being understood that (i) the priority of any preferred equity in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common equity shall not be deemed a restriction on the ability to make distributions on Equity Interests and (ii) the subordination of loans or advances made to the Parent Borrower or any Subsidiary to other Indebtedness incurred by the Parent

Borrower or any Subsidiary shall not be deemed a restriction on the ability to pay loans or advances), (b) make Investments in the Parent Borrower or any other Loan Party or (c) transfer any of its assets to the Parent Borrower or any other Loan Party, except for such encumbrances or restrictions existing under or by reason of (i) any restrictions existing under the Loan Documents, (ii) any restrictions with respect to a Subsidiary imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially all of the Equity Interests or assets of such Subsidiary, (iii) any restrictions imposed pursuant to agreements governing any purchase money Liens or Capitalized Leases or other secured Indebtedness otherwise permitted hereby (in which case, any prohibition or limitation shall only be effective as to transfers of the assets financed thereby or securing such Indebtedness), (iv) customary non-assignment provisions in any contract or lease entered into in the Ordinary Course of Business and consistent with past practices, (v) applicable law or any applicable rule, regulation, or order of any Governmental Authority, (vi) provisions with respect to the disposition or distribution of assets or property in joint venture agreements, asset sale agreements, stock sale agreements, and other similar agreements, *provided* that such provisions apply only to the assets subject to such agreements, (vii) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the Ordinary Course of Business, (viii) any agreement in effect at the time such Subsidiary becomes a Subsidiary of Parent Borrower, so long as such agreement was not entered into in connection with or in contemplation of such Person becoming a Subsidiary of Parent Borrower and is not applicable to any Person, or the properties or assets of any Person, other than such Subsidiary or such Subsidiary's properties and assets, and (ix) any instrument governing Indebtedness assumed in connection with any acquisition of any Person or asset and not incurred in contemplation of such acquisition, which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person or the properties or assets of the Person so acquired.

Section 7.12 Lines of Business. Enter into any material business except for those businesses directly relating to the oil services industry in which the Parent Borrower and its Subsidiaries have previously engaged or are engaged on the Closing Date or that are incidental or reasonably related thereto or that are a reasonable extension thereof, as determined in good faith by the Parent Borrower or applicable Subsidiary.

Section 7.13 Swap Contracts. Enter into any Swap Contract other than Swap Contracts entered into in the Ordinary Course of Business, and not for speculative purposes, to protect against changes in interest rates or foreign exchange rates.

Section 7.14 Anti-Corruption Laws. (a) Directly or indirectly use the proceeds of any Credit Extension for any purpose which would breach the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010 and other similar applicable anti-corruption legislation in other jurisdictions in any material respects. (b) Cause or permit any of the funds of any Loan Party that are used to repay the Loans to be derived from any unlawful activity with the result that the making of the Loans would be in violation of any Law.

Section 7.15 Sanctions. Directly or indirectly, use the proceeds of any Credit Extension, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other individual, entity or other Person, for the purpose of funding any activities of or business with any individual, entity or other Person, or in any country or territory, in a manner that will result in a violation of applicable Sanctions, or in any other manner that will result in a violation by any individual, entity or other Person (including any individual, entity or other Person participating in the transaction, whether as underwriter, advisor, investor, Lender, Arranger, Administrative Agent, L/C Issuer or otherwise) of applicable Sanctions.

Section 7.16 Prepayment, etc. of Junior Loan Obligations and Certain Indebtedness. Make any optional or mandatory prepayment, repurchase, redemption, defeasance, exchange or any other voluntary or mandatory payment or retirement in respect of any Indebtedness for borrowed money (including the Term Loan Obligations and any other Junior Loan Obligations) prior to the scheduled maturity thereof; *provided*, *however*, if (a) the prepayment, repurchase, redemption, defeasance, exchange or other voluntary or mandatory payment or retirement is made from the proceeds from or issuance of a substantially concurrent (i) incurrence of Refinancing Debt permitted under Section 7.3 or (ii) issuance of Equity Interests of the Parent Borrower (other than Disqualified Stock) (in each case with an incurrence or issuance and a prepayment, repurchase, redemption, defeasance, exchange or other voluntary or mandatory payment or retirement being deemed substantially concurrent if such repurchase, redemption, defeasance, exchange or other voluntary or mandatory payment or retirement occurs not more than 60 days after such incurrence or issuance), (b) immediately before and after giving effect to any such voluntary prepayment, repurchase, redemption, defeasance, exchange or other voluntary payment or retirement, the applicable Payment Conditions are satisfied, or (c) immediately before and after giving effect to any such mandatory prepayment, repurchase, redemption, defeasance, exchange or other mandatory payment or retirement, no Default or Event of Default exists immediately prior to or would exist after giving effect thereto, then, in the case of (a), (b) or (c), as applicable, such optional or mandatory prepayment, repurchase, redemption, defeasance, exchange or other voluntary payment or retirement shall be permitted; *provided* that, notwithstanding the foregoing, (1) no optional or mandatory prepayment, repurchase, redemption, defeasance, exchange or other voluntary or mandatory prepayment or retirement shall be permitted under this Section 7.16 with the proceeds of any Loan; and (2) this Section 7.16 shall not preclude any Subsidiary which is not a Loan Party from making any optional or mandatory prepayment, repurchase, redemption, defeasance, exchange or other voluntary or mandatory prepayment or retirement in respect of its Indebtedness for borrowed money out of its then available cash on hand.

Section 7.17 Activities of Lux Holdco. Notwithstanding anything to the contrary contained herein, Lux Holdco shall not:

(a) hold any assets other than (i) (A) the Equity Interests of Parker Drilling Arctic Operating, LLC, Quail Tools, L.P., Parker Drilling Offshore USA L.L.C. and Quail USA, LLC and (B) the Equity Interests of any Subsidiary formed or acquired by Lux Holdco after the Closing Date in compliance with clause (d) below, (ii) cash and Cash Equivalents in an amount at any time not to exceed $100,000 except for cash and Cash Equivalents received as a Restricted Payment or Investment from the Parent Borrower or any of its Subsidiaries held on a temporary basis in an account covered by a Lux Account Pledge Agreement, pending the application thereof, and (iii) other miscellaneous non-material assets incidental to the activities described in clause (c) below;

(b) create, incur, assume or suffer to exist any Indebtedness or liabilities, other than: (i) Indebtedness permitted to be incurred under Sections 7.3(a), (b), (e), (g) and (m), (ii) tax liabilities arising in the ordinary course of business and (iii) corporate, administrative and operating expenses incurred or arising in the ordinary course of business;

(c) engage in any activities or business other than (i) the maintenance of its legal existence, including the ability to incur fees, costs and expenses relating to such maintenance and the payment of Taxes, (ii) holding the assets and incurring the liabilities described in this Section 7.17 and activities incidental and related thereto, (iii) making payments, dividends or distributions to its parent entities, (iv) making Investments in its Subsidiaries (subject to Section 7.6) and (v) performing its obligations under the Loan Documents, the Term Loan Documents and any Junior Loan Documents; or

(d) form or acquire any Subsidiary unless all actions required to be taken pursuant to Section 6.9 with respect to such Subsidiary and the Equity Interests of such Subsidiary shall have been taken.

ARTICLE VIII
EVENTS OF DEFAULT AND REMEDIES

Section 8.1 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Parent Borrower or any other Loan Party fails to (i) pay when and as required to be paid herein, and in the currency required hereunder, any amount of principal of any Loan or any L/C Obligation or deposit any funds as Cash Collateral in respect of L/C Obligations, or (ii) pay within three Business Days after the same becomes due, any interest on any Loan or on any L/C Obligation, any fee due hereunder, or any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants. (i) Any Loan Party shall default in the observance or performance of any agreement contained in Section 6.4(a)(i) (with respect to (A) the Parent Borrower or (B) any other Borrower so long as such Person is a Borrower hereunder), Section 6.3(a), Section 6.3(e), Section 6.11 or Article VII, or in Article IV of the Security Agreement, (iii) any Loan Party shall default in the observance or performance of any agreement contained in Section 6.1(d), and such default shall continue unremedied for a period of (C) during a Weekly BBC Trigger Period, 3 days or (D) at any other time, 5 days, or (iv) any Loan Party shall default in the observance or performance of any agreement contained in Section 6.1 (other than Section 6.1(d)), Section 6.9(a)(i), Section 6.9(b) or Section 6.12 and such default shall continue unremedied for a period of 10 days; or

(c) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in Sections 8.1(a) or (b) above or (d) below) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 days after the earlier to occur of (i) written notice thereof from the Administrative Agent to the Parent Borrower (which notice may be given by the Administrative Agent and will be given at the request of the Required Lenders) or (ii) a Responsible Officer of the Parent Borrower or any other Loan Party otherwise becoming aware of such default or any "Event of Default" under any Loan Document (other than this Agreement) shall occur and continue to exist beyond any applicable grace period set forth in such Loan Document; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Parent Borrower or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(e) Cross-Default. (i) The Parent Borrower or any Subsidiary (A) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of the Term Loan Obligations or any other Indebtedness or Guarantee (other than Indebtedness hereunder and Indebtedness under Swap Contracts) having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than the Threshold Amount, or (B) fails to observe or perform any other agreement or condition relating to any such Indebtedness or Guarantee or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required and after giving effect to the running of any grace periods applicable thereto, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded; or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which the Parent Borrower or any Subsidiary is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which the Parent Borrower or any Subsidiary is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by the Parent Borrower or such Subsidiary as a result thereof is greater than the Threshold Amount; *provided*, *however*, this clause (e) shall not apply to (1) voluntary prepayments and redemptions, (2) anyNon-Recourse Debt or Project Financing or (3) any repurchase or redemption of Indebtedness in connection with a change of control offer or asset sale offer or other similar mandatory prepayment; or

(f) Insolvency Proceedings, Etc. Any Loan Party or any of its Subsidiaries (other than any Immaterial Subsidiary) institutes or consents to the institution of any proceeding under any Debtor Relief Law (other than the Cases), or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or

(g) Inability to Pay Debts; Attachment. (i) the Parent Borrower or any Subsidiary (other than any Immaterial Subsidiary) becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within 60 days after its issue or levy; or

(h) Judgments. One or more judgments or decrees shall be entered against the Parent Borrower or any of its Subsidiaries involving, for the Parent Borrower and its Subsidiaries taken as a whole, a liability (not paid or fully covered by independent third party insurance as to which the relevant insurance company has acknowledged coverage) in an aggregate amount in excess of the Threshold Amount, and all such judgments or decrees shall not have been paid, vacated, discharged, stayed or bonded pending appeal by the earlier of (i) the date which 60 days from the entry thereof and (ii) the date on which the relevant judgment creditor(s) has begun to enforce such judgment(s) or decree(s); or

(i) ERISA. (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of the Parent Borrower under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggregate amount that could reasonably be expected to have a Material Adverse Effect, (ii) the Parent Borrower or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount that could reasonably be expected to have a Material Adverse Effect or (iii) a Foreign Benefit Event occurs which has resulted or could reasonably be expected to result in liability of the Parent Borrower or one of its Subsidiaries in an aggregate amount that could reasonably be expected to have a Material Adverse Effect; or

(j) Invalidity of Loan Documents. Any Loan Document (including, for the avoidance of doubt, the Intercreditor Agreement), at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or the occurrence of the Termination Date, ceases to be in full force and effect; or any Loan Party contests in writing the validity or enforceability of any Loan Document (including, for the avoidance of doubt, the Intercreditor Agreement); or any Loan Party denies in writing that it has any or further liability or obligation under any Loan Document (including, for the avoidance of doubt, the Intercreditor Agreement), or purports to revoke, terminate or rescind any Loan Document (including, for the avoidance of doubt, the Intercreditor Agreement); or

(k) Change of Control. There occurs any Change of Control; or

(l) Collateral Documents. Any Collateral Document after delivery thereof shall for any reason (other than pursuant to the terms thereof) cease to create a valid and perfected first priority Lien (subject to Liens permitted by Section 7.1) on (i) the Collateral consisting of Accounts or Quail Rental Assets of the type included in the Borrowing Base or (ii) other Collateral purported to be covered thereby having an aggregate fair market value in excess of $5,000,000, that is purported to be covered thereby unless such occurrence results solely from action of the Administrative Agent or any Lender (or any failure of the Administrative Agent or any Lender to file or record any financing statements (or amendments or continuations thereof), intellectual property security agreements (or amendments, restatements or supplements thereto) and/or mortgages (or amendments, restatements or supplements thereto)) and involves no Default by the Parent Borrower or any other Loan Party hereunder or under any Collateral Document.

Section 8.2 Remedies Upon Event of Default. If any Event of Default occurs and is continuing, the Administrative Agent shall, at the request of, or may, with the consent of, the Required Lenders, take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans and any obligation of each L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Parent Borrower;

(c) require that the Parent Borrower Cash Collateralize the L/C Obligations (in an amount equal to 105% of the then Outstanding Amount thereof; *provided*, *however*, that the Administrative Agent or applicable L/C Issuer may, at any time and from time to time after the initial deposit of Cash Collateral, request that additional Cash Collateral be provided in order to protect against the results of exchange rate fluctuations and the Parent Borrower shall deposit such additional Cash Collateral); and

(d) exercise on behalf of itself, the Lenders and the L/C Issuers all rights and remedies available to it, the Lenders and the L/C Issuers under the Loan Documents;

provided, *however*, that upon the occurrence of an actual or deemed entry of an order for relief with respect to the Parent Borrower under the Bankruptcy Code, the obligation of each Lender to make Loans and any obligation of each L/C Issuer to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation of the Parent Borrower to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

Section 8.3 Application of Funds. After the exercise of remedies provided for in Section 8.2 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 8.2), any amounts received on account of the Obligations shall be applied by the Administrative Agent in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and amounts payable under Article III but excluding any principal, interest and Letter of Credit Fees) payable to the Administrative Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal, interest and Letter of Credit Fees) payable to the Lenders and the L/C Issuers (including fees, charges and disbursements of counsel to the respective Lenders and the L/C Issuers) arising under the Loan Documents and amounts payable under Article III, ratably among them in proportion to the respective amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid Letter of Credit Fees and interest on the Loans, L/C Borrowings and other Obligations arising under the Loan Documents, ratably among the Lenders and the L/C Issuers in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans, L/C Borrowings and Obligations then owing under Secured Hedge Agreements and Secured Cash Management Agreements, ratably among the Lenders, the L/C Issuers, the Hedge Banks and the Cash Management Banks in proportion to the respective amounts described in this clause Fourth held by them;

Fifth, to the Administrative Agent for the account of the L/C Issuers, to Cash Collateralize that portion of L/C Obligations comprised of the aggregate undrawn face amount of Letters of Credit;

Sixth, to payment of all other Obligations ratably among the Secured Parties; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Parent Borrower or as otherwise required by Law.

Subject to Section 2.3(c), amounts used to Cash Collateralize the aggregate undrawn face amount of Letters of Credit pursuant to clause Fifth above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above. Excluded Swap Obligations with respect to any Guarantor shall not be paid with amounts received from such Guarantor, but appropriate adjustments shall be made with respect to payments from other Loan Parties to preserve the allocation to the Obligations otherwise set forth above in this Section.

Notwithstanding the foregoing, Obligations arising under Secured Cash Management Agreements and Secured Hedge Agreements shall be excluded from the application described above if the Administrative Agent has not received written notice thereof, together with such supporting documentation as the Administrative Agent may request, from the applicable Cash Management Bank or Hedge Bank, as the case may be. After the Closing Date, a Secured Party Designation Notice shall be required. Each Cash Management Bank or Hedge Bank not a party to the Credit Agreement that has given the notice contemplated by the preceding sentence shall, by such notice, be deemed to have acknowledged and accepted the appointment of the Administrative Agent pursuant to the terms of Article IX hereof for itself and its Affiliates as if a "Lender" party hereto.

ARTICLE IX
ADMINISTRATIVE AGENT

Section 9.1 Appointment and Authority. (a) Each of the Lenders and the L/C Issuers hereby irrevocably appoints Bank of America to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents (including, for the avoidance of doubt, the Intercreditor Agreement) and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof (including, for the avoidance of doubt, the execution and delivery of the other Loan Documents (including the Intercreditor Agreement)), together with such actions and powers as are reasonably incidental thereto. The provisions of this Article, other than the final sentence of Section 9.10, are solely for the benefit of the Administrative Agent, the Lenders and the L/C Issuers, and the Parent Borrower shall not have rights as a third-party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the Agents is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

(b) The Administrative Agent shall also act as the "collateral agent" under the Loan Documents (including, for the avoidance of doubt, the Intercreditor Agreement), and each of the Lenders (including in its capacities as a potential Cash Management Bank and a potential Hedge Bank and on behalf of each of its Affiliates that is or may be a Cash Management Bank or Hedge Bank) and each L/C Issuer hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of such Lender and such L/C Issuer for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In furtherance thereon, each of the Lenders (including in its capacities as a potential Cash Management Bank and a potential Hedge Bank and on behalf of each of its Affiliates that is or may be a Cash Management Bank or Hedge Bank) and each L/C Issuer hereby irrevocably appoints and authorizes the Administrative Agent (or any sub-agent of the Administrative Agent appointed pursuant to Section 9.5), as "collateral agent" to act as trustee on their behalf solely for the purpose of acting as mortgagee under Mortgages and holding the first preferred mortgage interest in each Specified Rig granted to the Administrative Agent, as "collateral agent", as trustee pursuant to the respective Mortgage. The Administrative Agent hereby accepts such trust and declares that, as trustee, it will hold each Mortgage for the sole use and benefit of the Lenders and each L/C Issuer and shall, on behalf of the trust created hereby, perform its obligations hereunder, but only upon the terms and conditions of this Agreement. In connection with all of the foregoing, the Administrative Agent, as "collateral agent" and any co-agents, sub-agents and attorneys-in-fact appointed by the Administrative Agent pursuant to Section 9.5 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Administrative Agent, shall be entitled to the benefits of all provisions of this Article IX and Article X (including Section 10.4(c), as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the Loan Documents) as if set forth in full herein with respect thereto.

Section 9.2 Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Parent Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

Section 9.3 Exculpatory Provisions. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and each Agent's duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders

as shall be expressly provided for herein or in the other Loan Documents), *provided* that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Parent Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 10.1 and 8.2) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by a final nonappealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent by the Parent Borrower, a Lender or an L/C Issuer.

The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Collateral Documents, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

Section 9.4 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance, extension, renewal or increase of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the applicable L/C Issuer, the Administrative Agent may presume that such condition is satisfactory to such Lender or such L/C Issuer unless the Administrative Agent shall have received notice to the contrary from such Lender or such L/C Issuer prior to the making of such Loan or the issuance of such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for the Parent Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Section 9.5 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent. No Agent shall be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final nonappealable judgment that such Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

Section 9.6 Resignation of Administrative Agent.

(a) The Administrative Agent may at any time give notice of its resignation to the Lenders, the L/C Issuers and the Parent Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Parent Borrower, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "**Resignation Effective Date**"), then the retiring Administrative Agent may (but shall not be obligated to) on behalf of the Lenders and the L/C Issuers, appoint a successor Administrative Agent meeting the qualifications set forth above, *provided* that in no event shall any such successor Administrative Agent be a Defaulting Lender. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders or the L/C Issuer under any of the Loan Documents, the retiring or removed Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed).

(b) If the Person serving as Administrative Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Required Lenders may, to the extent permitted by applicable law, by notice in writing to the Parent Borrower and such Person remove such Person as Administrative Agent and, in consultation with the Parent Borrower, appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days (or such earlier day as shall be agreed by the Required Lenders) (the "**Removal Effective Date**"), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders or the L/C Issuer under any of the Loan Documents, the retiring or removed Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed).

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (1) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders or the L/C Issuer under any of the Loan Documents, the retiring or removed Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (2) except for any indemnity payments or other amounts then owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and the L/C Issuer directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or removed) Administrative Agent (other than as provided in Section 3.1(g) and other than any rights to indemnity payments or other amounts owed to the retiring or removed Administrative Agent as of the Resignation Effective Date or the Removal Effective Date, as applicable), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Parent Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Parent Borrower and such successor. After the retiring or removed Administrative Agent's resignation or removal hereunder and under the other Loan Documents, the provisions of this Article and Section 10.4 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them (i) while the retiring or removed Administrative Agent was acting as Administrative Agent and (ii) after such resignation or removal for as long as any of them continues to act in any capacity hereunder or under the other Loan Documents, including (a) acting as collateral agent or otherwise holding any collateral security on behalf of any of the Lenders and (b) in respect of any actions taken in connection with transferring the agency to any successor Administrative Agent.

(d) Any resignation or removal by Bank of America as Administrative Agent pursuant to this Section shall also constitute its resignation as L/C Issuer. If Bank of America resigns as an L/C Issuer, it shall retain all the rights, powers, privileges and duties of the L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto, including the right to require the Lenders to make Base Rate Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.3(c). Upon the appointment by the Parent Borrower of a successor L/C Issuer hereunder (which successor shall in all cases be a Lender other than a Defaulting Lender) and the acceptance by such successor L/C Issuer of the rights, duties and obligations of such capacity hereunder, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer, (b) the retiring L/C Issuer shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents, and (c) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Bank of America to effectively assume the obligations of Bank of America with respect to such Letters of Credit.

Section 9.7 Non-Reliance on Administrative Agent and Other Lenders. Each Lender and each L/C Issuer acknowledges that it has, independently and without reliance upon the Administrative Agent, any other Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and each L/C Issuer also acknowledges that it will, independently and without reliance upon the Administrative Agent, any other Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

Section 9.8 No Other Duties, Etc. Anything herein to the contrary notwithstanding, none of the "Bookrunners" or "Arrangers" or the Agents listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender or an L/C Issuer hereunder.

Section 9.9 Administrative Agent May File Proofs of Claim; Credit Bidding. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Parent Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise.

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the L/C Issuers and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuers and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the L/C Issuers and the Administrative Agent under Section 2.3(i) and (j), 2.9 and 10.4) allowed in such judicial proceeding; and

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

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and each L/C Issuer to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuers, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.9 and 10.4.

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

The Secured Parties hereby irrevocably authorize the Administrative Agent, at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (including accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Sections 363, 1123 or 1129 of the Bankruptcy Code, or any similar Laws in any other jurisdictions to which a Loan Party is subject, or (b) at any other sale or foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with any applicable Law. In connection with any such credit bid and purchase, the Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that would vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) in the asset or assets so purchased (or in the Equity Interests or debt instruments of the acquisition vehicle or vehicles that are used to consummate such purchase). In connection with any such bid (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles to make a bid, (ii) to adopt documents providing for the governance of the acquisition vehicle or vehicles (*provided* that any actions by the Administrative Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or Equity Interests thereof shall be governed, directly or indirectly, by the vote of the Required Lenders, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in Section 10.1), (iii) the Administrative Agent shall be authorized to assign the relevant Obligations to any such acquisition vehicle pro rata by the Lenders, as a result of which each of the Lenders shall be deemed to have received a pro rata portion of any Equity Interests and/or debt instruments issued by such an acquisition vehicle on account of the assignment of the Obligations to be credit bid, all without the need for any Secured Party or acquisition vehicle to take any further action, and (iv) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of debt credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Lenders pro rata and the Equity Interests and/or debt instruments issued by any acquisition vehicle on account of the Obligations that had been assigned to the acquisition vehicle shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action.

Section 9.10 Collateral and Guaranty Matters. Each of the Lenders (including in its capacities as a potential Cash Management Bank and a potential Hedge Bank and for on behalf of each of its Affiliates that is or may be a Cash Management Bank or Hedge Bank) and each L/C Issuer irrevocably authorize the Administrative Agent, at its option and in its discretion, to (a) release any and all Collateral from the Liens created by the Collateral Documents, subordinate any Lien on any and all such Collateral and/or release any and all Guarantors (other than any Borrower) from their respective obligations under the Guaranty at any time and from time to time in accordance with the provisions of the Collateral Documents and Section 10.21 and (b) execute and deliver, and take any action referred to in Section 10.21 to evidence any such release or subordination.

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Borrower (other than the Parent Borrower) or Subsidiary Guarantor from its obligations under the Guaranty pursuant to

Section 9.10 or Section 10.21. The Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Administrative Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Administrative Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral. In addition, the Administrative Agent will have no obligation to conduct any independent evaluation or appraisal of the assets or liabilities of the Parent Borrower, or any other party, or opine or advise on any related Solvency issues.

Lux Holdco hereby expressly accepts and confirms, for the purposes of article 1278 and article 1281 of the Luxembourg civil code, that notwithstanding any assignment, transfer and/or novation permitted under, and made in accordance with, the provisions of this Agreement, any security provided pursuant to a Loan Document to which Lux Holdco is a party shall be preserved, for the purposes of Luxembourg law, for the benefit of any new Lender.

Section 9.11 Secured Cash Management Agreements and Secured Hedge Agreements. No Cash Management Bank or Hedge Bank that obtains the benefits of Section 8.3, the Guaranty or any Collateral by virtue of the provisions hereof or of the Guaranty or any Collateral Document shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding any other provision of this Article IX to the contrary, the Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Obligations arising under Secured Cash Management Agreements and Secured Hedge Agreements unless the Administrative Agent has received written notice of such Obligations, together with such supporting documentation as the Administrative Agent may request, from the applicable Cash Management Bank or Hedge Bank, as the case may be.

Section 9.12 Lender ERISA Representation.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, the Arrangers and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrowers or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and the Arrangers and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrowers or any other Loan Party, that:

(i) none of the Administrative Agent or the Arrangers or any of their respective Affiliates is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto),

(ii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement is independent (within the meaning of 29 CFR § 2510.3-21) and is a bank, an insurance carrier, an investment adviser, a broker-dealer or other person that holds, or has under management or control, total assets of at least $50 million, in each case as described in 29 CFR § 2510.3-21(c)(1)(i)(A)-(E),

(iii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies (including in respect of the Obligations),

(iv) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement is a fiduciary under ERISA or the Code, or both, with respect to the Loans, the Letters of Credit, the Commitments and this Agreement and is responsible for exercising independent judgment in evaluating the transactions hereunder, and

(v) no fee or other compensation is being paid directly to the Administrative Agent or the Arrangers or any their respective Affiliates for investment advice (as opposed to other services) in connection with the Loans, the Letters of Credit, the Commitments or this Agreement.

(c) The Administrative Agent and the Arrangers hereby informs the Lenders that each such Person is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Letters of Credit, the Commitments and this Agreement, (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

ARTICLE X
MISCELLANEOUS

Section 10.1 Amendments, Etc. Any provision of the Loan Documents may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by (i) in the case of this Agreement, the Parent Borrower and the Required Lenders and acknowledged by the Administrative Agent, and (ii) in the case of any other Loan Document, each party thereto and the Administrative Agent (with the consent of the Required Lenders, or otherwise in accordance with the express terms thereof or pursuant to any Loan Document), and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; *provided*, *however*, that no such amendment, waiver or consent shall:

(a) waive any condition set forth in Section 4.1 (other than Section 4.1(b)), or, in the case of the initial Credit Extension, Section 4.2, without the written consent of each Lender;

(b) without limiting the generality of clause (a) above, waive any condition set forth in Section 4.2 as to any Credit Extension without the written consent of the Required Lenders;

(c) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.2) without the written consent of such Lender;

(d) postpone any date fixed by this Agreement or any other Loan Document for any payment (excluding mandatory prepayments) of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under such other Loan Document without the written consent of each Lender entitled to such payment;

(e) reduce or forgive the principal of, or the rate of interest specified herein on, any Loan or L/C Borrowing, or (subject to clause (iii) of the second proviso to this Section 10.1) any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender directly affected thereby; *provided*, *however*, that only the consent of the Required Lenders shall be necessary to amend the definition of "Default Rate" or to waive any obligation of the Parent Borrower to pay interest or Letter of Credit Fees at the Default Rate even if the effect of such amendment would be to reduce the interest rate on any Loan or L/C Borrowing or to reduce any fee payable hereunder;

(f) change the definition of "Applicable Percentage", Section 2.12(a), Section 2.12(f), Section 2.13 or Section 8.3 in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender affected thereby;

(g) amend Section 1.6 or the definition of "Alternative Currency" without the written consent of each L/C Issuer;

(h) change (i) any provision of this Section 10.1 or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder, without the written consent of each Lender;

(i) release all or substantially all of the Collateral in any transaction or series of related transactions, without the written consent of each Lender (except any such release in accordance with a transaction permitted under the Loan Documents);

(j) release all or substantially all of the value of the Guaranty without the written consent of each Lender (except any such release in accordance with a transaction permitted under the Loan Documents); or

(k) amend the penultimate paragraph of Section 9.9 without the written consent of each Lender;

and, *provided further*, that (i) no amendment, waiver or consent shall, unless in writing and signed by each L/C Issuer in addition to the Lenders required above, affect the rights or duties of the L/C Issuers under this Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it (and, notwithstanding anything to the contrary contained herein, any term of any Issuer Document may be amended, waived or otherwise modified with only the consent of only the applicable L/C Issuer and the Parent Borrower); (ii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document and (iii) the Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that (x) the Commitment of such Lender may not be increased or extended, nor the principal owed to such Lender reduced or the final maturity thereof extended, without the consent of such Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender more adversely than other affected Lenders shall require the consent of such Defaulting Lender.

If any Lender does not consent to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the consent of each Lender and that has been approved by the Required Lenders (a "**Non-Consenting Lender**"), the Parent Borrower may replace such Non-Consenting Lender in accordance with Section 10.13; *provided* that such amendment, waiver, consent or release can be effected as a result of the assignment contemplated by such Section (together with all other such assignments required by the Parent Borrower to be made pursuant to this paragraph).

Section 10.2 Notices; Effectiveness; Electronic Communication.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Parent Borrower, the Administrative Agent, or Bank of America as an L/C Issuer, to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 10.2; and

(ii) if to any other Lender or L/C Issuer, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders and the L/C Issuers hereunder may be delivered or furnished by electronic communication (including e-mail, FpML messaging and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, *provided* that the foregoing shall not apply to notices to any Lender or any L/C Issuer pursuant to Article II if such Lender or such L/C Issuer, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent, any L/C Issuer or the Parent Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, *provided* that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), *provided* that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "**Agent Parties**") have any liability to the Parent Borrower, any Lender, any L/C Issuer or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Parent Borrower's or the Administrative Agent's transmission of Borrower Materials or notices through the Platform, any other electronic platform or electronic messaging service, or through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; *provided*, *however*, that in no event shall any Agent Party have any liability to the Parent Borrower, any Lender, any L/C Issuer or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Parent Borrower, the Administrative Agent and Bank of America as an L/C Issuer may change its address (including its address for electronic communications), telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender or L/C Issuer may change its address (including its address for electronic communications), telecopier or telephone number for notices and other communications hereunder by notice to the Parent Borrower, the Administrative Agent and the other L/C Issuers. In addition, each Lender and each L/C Issuer (other than Bank of America) agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to the Parent Borrower or its securities for purposes of United States Federal or state securities laws.

(e) Reliance by Administrative Agent, L/C Issuers and Lenders. The Administrative Agent, the L/C Issuers and the Lenders shall be entitled to rely and act upon any notices (including telephonic or electronic notices, Committed Loan Notices or Letter of Credit Applications) purportedly given by or on behalf of the Parent Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Parent Borrower shall indemnify the Administrative Agent, each L/C Issuer, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Parent Borrower. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

Section 10.3 No Waiver; Cumulative Remedies; Enforcement. No failure by any Lender, any L/C Issuer or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 8.2 for the benefit of all the Secured Parties; *provided*, *however*, that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) each L/C Issuer from exercising the rights and remedies that inure to its benefit (solely in its capacity as an L/C Issuer) hereunder and under the other Loan Documents, (c) any Lender from exercising setoff rights in accordance with Section 10.8 (subject to the terms of Section 2.13), or (d) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any Debtor Relief Law; and *provided*, *further*, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 8.2 and (ii) in addition to the matters set forth in clauses (b), (c) and (d) of the preceding proviso and subject to Section 2.13, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

Section 10.4 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrowers shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, the Arrangers and their Affiliates, including the reasonable and documented out-of-pocket legal fees and expenses (but limited in the case of legal fees to the reasonable and documented out-of-pocket fees, charges and disbursements of one primary counsel for the Administrative Agent, the Arrangers, each L/C Issuer and each Lender, taken as a whole and, if reasonably necessary, of one or more regulatory counsels and one local counsel in any relevant jurisdiction to all such persons, taken as a whole), in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable and documented out-of-pocket expenses incurred by each L/C Issuer in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all documented out-of-pocket expenses incurred by the Administrative Agent, the Arrangers, any Lender or any L/C Issuer (including the fees, charges and disbursements of any counsel for the Administrative Agent, any Arranger, any Lender or any L/C Issuer (but limited in the case of legal fees to fees, charges and disbursements of one primary counsel for the Administrative Agent, the Arrangers, each L/C Issuer and each Lender, taken as a whole and, if necessary, of one or more regulatory counsel and one local counsel in any relevant jurisdiction to all such persons, taken as a whole) in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with Loans made or Letters of Credit issued hereunder, including all such documented out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit. Without limiting the foregoing, the Parent Borrower agrees to pay all costs, fees and expenses contemplated by Section 6.12.

(b) Indemnification by the Borrowers. The Borrowers shall indemnify the Administrative Agent (and any sub-agent thereof), each other Agent, each Arranger, each Lender and each L/C Issuer, and each Related Party of any of the foregoing Persons (each such Person being called an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (but limited in the case of legal fees, to the reasonable and documented out-of-pocket fees, charges and disbursements of one counsel for all Indemnitees, taken as a whole and, solely in the case of an actual or potential conflict of interest, one additional counsel to all affected Indemnitees taken as a whole, and, if reasonably necessary, one local counsel in any relevant jurisdiction to all Indemnitees, taken as a whole, in each such relevant material jurisdiction), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrowers or any other Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents (including in respect of any matters addressed in Section 3.1), (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by any L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by any Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to any Borrower or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or

any other theory, whether brought by a third party or by the Parent Borrower or any other Loan Party or any of the Parent Borrower's or such Loan Party's directors, shareholders or creditors, and regardless of whether any Indemnitee is a party thereto, **IN ALL CASES, WHETHER OR NOT CAUSED BY OR ARISING, IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE NEGLIGENCE OF THE INDEMNITEE**; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee, (y) result from a claim brought by the Parent Borrower or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Parent Borrower or such other Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction or (z) result from any dispute solely among the Indemnitees (other than claims against an Indemnitee in its capacity as the Administrative Agent or a similar role) and not arising out of any act or omission of the Parent Borrower or any of its Subsidiaries. This Section 10.4(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, liabilities or related expenses arising from any non-Tax claim.

(c) Reimbursement by Lenders. To the extent that any Borrower for any reason fails to indefeasibly pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Administrative Agent (or anysub-agent thereof), each other Agent, any L/C Issuer or any Related Party of any of the foregoing (and without limiting any Borrower's obligation to do so), each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), such other Agent, such L/C Issuer or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, *provided* that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), any other Agent or any L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent), any other Agent or any L/C Issuer in connection with such capacity; and*provided further* that the obligation to indemnify the L/C Issuers hereunder shall be limited solely to the Lenders. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, no Loan Party shall assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section shall be payable not later than thirty days after written demand therefor (or such later time as the applicable payee shall agree to in writing in its sole discretion).

(f) Survival. The agreements in this Section shall survive the resignation of the Administrative Agent and each L/C Issuer, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

Section 10.5 Payments Set Aside. To the extent that any payment by or on behalf of any Borrower is made to the Administrative Agent, any L/C Issuer or any Lender, or the Administrative Agent, any L/C Issuer or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, such L/C Issuer or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and each L/C Issuer severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect, in the applicable currency of such recovery or payment. The obligations of the Lenders and the L/C Issuers under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

Section 10.6 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of subsection (b) of this Section, (ii) by way of participation in accordance with the provisions of subsection (d) of this Section or (iii) by way of pledge or assignment of a security interest subject to the restrictions of subsection (f) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the L/C Issuers and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans (including for purposes of this subsection (b), participations in L/C Obligations) at the time owing to it); *provided* that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than $5,000,000, unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Parent Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); *provided*, *however*, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met.

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section and, in addition:

(A) the consent of the Parent Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; *provided* that the Parent Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within 10 Business Days after having received notice thereof;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of any Commitment if such assignment is to a Person that is not a Lender with a Commitment, an Affiliate of such Lender or an Approved Fund with respect to such Lender; and

(C) the consent of each L/C Issuer (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding).

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of $3,500; *provided*, *however*, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to Parent Borrower or Defaulting Lender. No such assignment shall be made to the Parent Borrower or any of the Parent Borrower's Affiliates or Subsidiaries or to any Defaulting Lender or any of a Defaulting Lender's Affiliates or Subsidiaries.

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of a natural person).

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 3.1, 3.4, 3.5, and 10.4 with respect to facts and circumstances occurring prior to the effective date of such assignment. Upon request, each Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with subsection (d) of this Section.

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrowers, shall maintain at the Administrative Agent's Office a copy (or the equivalent thereof in electronic form) of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Parent Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice. No assignment shall be effective unless recorded in the Register. The parties hereto agree and intend that the Loans shall be treated as being in "registered form" for purposes of the Code (included Sections 163(f), 871(h)(2), and 881(c)(2) of the Code), and the Register shall be maintained in accordance with such intention.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, any Borrower or the Administrative Agent, sell participations to any Person (other than a natural person, or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of a natural person, or the Parent Borrower or any of the Parent Borrower's Affiliates or Subsidiaries or to any Defaulting Lender or any of a Defaulting Lender's Affiliates or Subsidiaries) (each, a "**Participant**") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans (including such Lender's participations in L/C Obligations) owing to it); *provided* that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrowers, the Administrative Agent, the Lenders and the L/C Issuers shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in the first proviso to Section 10.1 that affects such Participant. Subject to subsection (e) of this Section, the Parent Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.1 (subject to the requirements and limitations therein, including the requirements under Section 3.1(e) (it being understood that the documentation required under Section 3.1(e) shall be delivered to the participating Lender)), 3.4 and 3.5 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to subsection (b) of this Section. To the extent permitted by Law, each Participant also shall be entitled to the benefits of Section 10.8 as though it were a Lender, provided such Participant agrees to be subject to Section 2.13 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a nonfiduciary agent of the Parent Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "**Participant Register**"); *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.1 or 3.4 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless (i) the sale of the participation to such Participant is made with the Parent Borrower's prior written consent or (ii) such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other central bank having jurisdiction over such Lender; *provided* that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Resignation as L/C Issuer after Assignment. Notwithstanding anything to the contrary contained herein, if at any time Bank of America acting as an L/C Issuer or other Lender that has issued a then-outstanding Letter of Credit assigns all of its Commitment and Loans pursuant to subsection (b) above, Bank of America or such other Lender, as applicable, may, (i) upon 30 days' notice to the Parent Borrower and the Lenders, resign as an L/C Issuer. In the event of any such resignation as L/C Issuer, the Parent Borrower shall be entitled to appoint from among the Lenders a successor L/C Issuer hereunder; *provided*, *however*, that no failure by the Parent Borrower to appoint any such successor shall affect the resignation of Bank of America or such other assigning Lender as L/C Issuer, as the case may be. If Bank of America or such other assigning Lender resigns as an L/C Issuer, it shall retain all the rights, powers, privileges and duties of an L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as an L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.3(c)). Upon the appointment of a successor L/C Issuer, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer, and (b) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Bank of America or such other retiring L/C Issuer, as the case may be, to effectively assume the obligations of Bank of America or such other retiring L/C Issuer, as the case may be, with respect to such Letters of Credit.

Section 10.7 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent, the other Agents, the Lenders and the L/C Issuers agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, trustees, advisors, independent auditors, legal counsel and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal or administrative process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i)any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or any Eligible Assignee invited to be a Lender pursuant to Section 2.18(c), or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to any of the Borrowers or their obligations hereunder, (g) with the consent of the Parent Borrower, (h) for purposes of establishing a "due diligence" defense or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this

Section, (y) becomes available to the Administrative Agent, any other Agent, any Lender, any L/C Issuer or any of their respective Affiliates (and the successors and assigns of the foregoing) on a nonconfidential basis from a source other than the Parent Borrower or (z) is independently developed by the Administrative Agent, any other Agent, any Lender, any L/C Issuer or any of their respective Affiliates (and the successors and assigns of the foregoing). In addition, the Administrative Agent and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to the Agents and the Lenders in connection with the administration of this Agreement, the other Loan Documents, and the Commitments.

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

Each of the Administrative Agent, the other Agents, the Lenders and the L/C Issuers acknowledges that (a) the Information may include material non-public information concerning the Parent Borrower or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including United States Federal and state securities Laws.

Section 10.8 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender, each L/C Issuer and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency), other than deposits in accounts designated as trust or tax withholding accounts and that are exclusively used for such purposes, at any time held and other obligations (in whatever currency) at any time owing by such Lender, such L/C Issuer or any such Affiliate to or for the credit or the account of the Parent Borrower or any other Loan Party against any and all of the obligations of the Parent Borrower or any other Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Lender or such L/C Issuer, irrespective of whether or not such Lender or such L/C Issuer shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Parent Borrower or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Lender or such L/C Issuer different from the branch or office holding such deposit or obligated on such indebtedness; *provided*, *that* (x) in the event that any Defaulting Lender shall exercise any such right of setoff hereunder, (i) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.16 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the L/C Issuer and the Lenders, and (ii) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the

Obligations owing to such Defaulting Lender as to which it exercised such right of setoff and (y) no Lender, L/C Issuer or any such Affiliate shall set off against a Dominion Account without the Administrative Agent's prior consent. The rights of each Lender, such L/C Issuer and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, such L/C Issuer or their respective Affiliates may have. Each Lender and each L/C Issuer agrees to notify the Parent Borrower and the Administrative Agent promptly after any such setoff and application, *provided* that the failure to give such notice shall not affect the validity of such setoff and application.

Section 10.9 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "**Maximum Rate**"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Parent Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

Section 10.10 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.1, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means (e.g., ".pdf" or ".tiff") shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 10.11 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect until the Termination Date.

Section 10.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 10.13 Replacement of Lenders. If any Lender requests compensation under Section 3.4, or if the Parent Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.1, and in each case, such Lender has declined or is unable to designate a different Lending Office in accordance with Section 3.6(a), if any Lender is a Non-Consenting Lender or a Defaulting Lender, or if any other circumstance exists hereunder that gives the Parent Borrower the right to replace a Lender as a party hereto, then the Parent Borrower may, at its sole expense and effort, 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 10.6), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), *provided* that:

(a) the Parent Borrower shall have paid (or caused a Designated Borrower to pay) to the Administrative Agent the assignment fee specified in Section 10.6(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and L/C Advances, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.5) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Parent Borrower or applicable Designated Borrower (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.4 or payments required to be made pursuant to Section 3.1, such assignment will result in a reduction in such compensation or payments thereafter;

(d) such assignment does not conflict with applicable Laws; and

(e) in connection with any such replacement, if any such Non-Consenting Lender or Defaulting Lender does not execute and deliver to the Administrative Agent a duly executed Assignment and Assumption reflecting such replacement within five (5) Business Days of the date on which the assignee Lender executes and delivers such Assignment and Assumption to such Non-Consenting Lender or Defaulting Lender, then such Non-Consenting Lender or Defaulting Lender shall be deemed to have executed and delivered such Assignment and Assumption without any action on the part of the Non-Consenting Lender or Defaulting Lender.

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 Parent Borrower to require such assignment and delegation cease to apply.

Section 10.14 Governing Law; Jurisdiction; Etc.

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

(b) SUBMISSION TO JURISDICTION. EACH LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST THE ADMINISTRATIVE AGENT, ANY LENDER, THE L/C ISSUER, OR ANY RELATED PARTY OF THE FOREGOING IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.2. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

Section 10.15 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO

REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 10.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), each Loan Party acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent, the Lenders, the L/C Issuers and the Arrangers are arm's-length commercial transactions between such Loan Party and its Affiliates, on the one hand, and the Administrative Agent, the Lenders, the L/C Issuers and the Arrangers, on the other hand, (B) such Loan Party has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) such Loan Party is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) the Administrative Agent, each Lender, each L/C Issuer and each Arranger each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for such Loan Party or any of its Affiliates, or any other Person and (B) neither the Administrative Agent nor any Lender, L/C Issuer or Arranger has any obligation to such Loan Party or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent, the Lenders, the L/C Issuers and the Arrangers and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of such Loan Party and its Affiliates, and neither the Administrative Agent nor any Lender, L/C Issuer or Arranger has any obligation to disclose any of such interests to such Loan Party or its Affiliates. To the fullest extent permitted by law, each Loan Party hereby waives and releases any claims that it may have against the Administrative Agent, the Lenders, the L/C Issuers and the Arrangers with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 10.17 Electronic Execution of Assignments and Certain Other Documents. The words "execution," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation any Assignment and Assumption, any amendment or other modification hereof (including waivers and consents), amendments or other modifications, Committed Loan Notices, or Letter of Credit Applications) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided* that notwithstanding anything contained herein to the contrary neither the Administrative Agent, the L/C Issuer nor any Lender is under any obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent, the L/C Issuer or such Lender pursuant to procedures approved by it and *provided further* without limiting the foregoing, upon the request of any party, any electronic signature shall be promptly followed by such manually executed counterpart.

Section 10.18 USA PATRIOT Act. Each Lender that is subject to the Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Parent Borrower and each other Loan Party that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "**Act**"), it is required to obtain, verify and record information that identifies the Parent Borrower and each other Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the Act. The Parent Borrower shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Act and the Beneficial Ownership Regulation.

Section 10.19 Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of the Parent Borrower in respect of any such sum due from it to the Administrative Agent or any Lender hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the "**Judgment Currency**") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "**Agreement Currency**"), be discharged only to the extent that on the Business Day following receipt by the Administrative Agent or such Lender, as the case may be, of any sum adjudged to be so due in the Judgment Currency, the Administrative Agent or such Lender, as the case may be, may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Administrative Agent or any Lender from the Parent Borrower in the Agreement Currency, the Parent Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or such Lender, as the case may be, against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Administrative Agent or any Lender in such currency, the Administrative Agent or such Lender, as the case may be, agrees to return the amount of any excess to the Parent Borrower (or to any other Person who may be entitled thereto under applicable law).

Section 10.20 [Reserved].

Section 10.21 Release of Collateral and Loan Parties.

(a) Any Lien on any Collateral granted to or held by the Administrative Agent under any Loan Document shall automatically be released, terminated and discharged in full (as used in this Section 10.21, "**released**") without the need for any further action by any Person: (i) upon the Termination Date, (ii) with respect to any such Lien, in the event that any asset constituting Collateral is, or is to be, Disposed of as part of, or in connection with, any transaction not prohibited hereunder or under any other Loan Document or (iii) if approved, authorized or ratified in writing in accordance with Section 10.1.

(b) The Administrative Agent, as applicable, shall, without the need for any further action by any Person, subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 7.1(g), (r) or (t).

(c) Any Loan Party (other than the Parent Borrower) shall be automatically released from its obligations under the Guaranty and Collateral Documents upon (i) such Person ceasing to be a Subsidiary as a result of a transaction permitted hereunder or otherwise in accordance with the terms hereof and (ii) written notice received by the Administrative Agent executed by a Responsible Officer of the Parent Borrower describing the circumstances giving rise to such claim for release. In addition, (i) if a Subsidiary Guarantor has become an Excluded Subsidiary or (ii) if a Subsidiary Guarantor ceases to be a Material Subsidiary, in each case, as a result of a transaction permitted hereunder or otherwise in accordance with the terms hereof, then automatically upon the receipt by the Administrative Agent of written notice from a Responsible Officer of the Parent Borrower (providing sufficient factual detail supporting a claim for release consistent with this sentence) such Subsidiary Guarantor shall be released from the Guaranty.

(d) In the case of any release or subordination described in thisSection 10.21, the Administrative Agent shall, at the Borrowers' expense, execute and deliver to the relevant Borrower such documents or evidence of such release or subordination as such Borrower may reasonably request to evidence the release or subordination of such item of Collateral from the assignment and security interest granted under the Collateral Documents, or to substantiate its interest in such item, in each case in accordance with the terms of the Loan Documents and this Section 10.21.

Section 10.22 ENTIRE AGREEMENT. **THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

Section 10.23 Acknowledgment and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Lender that is an EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

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

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

ARTICLE XI
THE PARENT BORROWER

Section 11.1 Appointment; Nature of Relationship. The Parent Borrower is hereby appointed by each of the Borrowers as its contractual representative hereunder and under each other Loan Document, and each Borrower irrevocably authorizes the Parent Borrower to act as the contractual representative of such Borrower with the rights and duties expressly set forth herein and in the other Loan Documents. The Parent Borrower agrees to act as such contractual representative upon the express conditions contained in this Article XI. Additionally, each Borrower hereby appoints the Parent Borrower as its agent to receive all of the proceeds of the Loans, at which time the Parent Borrower shall promptly disburse such Loans to the appropriate Borrower. The Administrative Agent and the Lenders, and their respective officers, directors, agents or employees, shall not be liable to the Parent Borrower or any Borrower for any action taken or omitted to be taken by the Parent Borrower or any Borrower pursuant to this Section 11.1. For the avoidance of doubt, each Loan Party hereby appoints the Parent Borrower to act as its agent for all purposes of this Agreement, the other Loan Documents and all other documents and electronic platforms entered into in connection herewith and agrees that (a) the Parent Borrower may execute such documents and provide such authorizations on behalf of such Loan Party as the Parent Borrower deems appropriate in its sole discretion and each Loan Party shall be obligated by all of the terms of any such document and/or authorization executed on its behalf, (b) any notice or communication delivered by the Administrative Agent, L/C Issuer or a Lender to the Parent Borrower shall be deemed delivered to each Loan Party and (c) the Administrative Agent, L/C Issuer or the Lenders may accept, and be permitted to rely on, any document, authorization, instrument or agreement executed by the Parent Borrower on behalf of each of the Loan Parties.

Section 11.2 Powers. The Parent Borrower shall have and may exercise such powers under the Loan Documents as are specifically delegated to the Parent Borrower by the terms of each thereof, together with such powers as are reasonably incidental thereto. The Parent Borrower shall have no implied duties to any Borrower, or any obligation to the Lenders to take any action thereunder except any action specifically provided by the Loan Documents to be taken by the Parent Borrower.

Section 11.3 Employment of Agents. The Parent Borrower may execute any of its duties as the Parent Borrower hereunder and under any other Loan Document by or through authorized officers.

Section 11.4 No Successor Parent Borrower. The Parent Borrower may not resign from its capacity as contractual representative and agent of the Loan Parties under this Agreement and under each other Loan Document.

Section 11.5 Execution of Loan Documents. Each Borrower hereby empowers and authorizes the Parent Borrower, on its behalf, to execute and deliver to the Administrative Agent and the Lenders the Loan Documents and all related agreements, certificates, notices, consents, documents or instruments as shall be necessary or appropriate to effect the purposes of the Loan Documents, including, without limitation, the Compliance Certificates. Each Borrower agrees that any action taken by the Parent Borrower or any other Borrower in accordance with the terms of this Agreement or the other Loan Documents, and the exercise by the Parent Borrower of its powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Borrowers.

(Signature pages begin on following page)

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

BORROWERS:

PARKER DRILLING COMPANY

By: /s/ Michael W. Sumruld
Name: Michael W. Sumruld
Title: Senior Vice President and
Chief Financial Officer

PARKER DRILLING ARCTIC OPERATING, LLC

By: /s/ David W. Tucker
Name: David W. Tucker
Title: Vice President and Treasurer

PARKER DRILLING OFFSHORE USA, L.L.C.

By: /s/ David W. Tucker
Name: David W. Tucker
Title: Vice President and Treasurer

QUAIL TOOLS L.P.

By: PD GP QUAIL, LLC, its General Partner

By: /s/ David W. Tucker
Name: David W. Tucker
Title: Vice President and Treasurer

PARKER WELL SERVICES, L.L.C.

By: /s/ David W. Tucker
Name: David W. Tucker
Title: Vice President and Treasurer

[*Signature Page to Credit Agreement*]

BANK OF AMERICA, N.A.,
as Administrative Agent

By: /s/ Terrance O. McKinney
Name: Terrance O. McKinney
Title: Senior Vice President

[*Signature Page to Credit Agreement*]

BANK OF AMERICA, N.A.,
as a Lender and an L/C Issuer

By: /s/ Terrance O. McKinney
Name: Terrance O. McKinney
Title: Senior Vice President

[*Signature Page to Credit Agreement*]

DEUTSCHE BANK AG NEW YORK BRANCH,
as a Lender and an L/C Issuer

By: /s/ Michael Strobel
Name: Michael Strobel
Title: Vice President

By: /s/ Marguerite Sutton
Name: Marguerite Sutton
Title: Vice President

Acknowledged and Agreed:

GUARANTORS:

ANACHORETA, INC.
PARDRIL, INC.
PARKER AVIATION INC.
PARKER DRILLING COMPANY NORTH AMERICA, INC.
PARKER DRILLING COMPANY OF NIGER PARKER DRILLING COMPANY OF OKLAHOMA, INCORPORATED
PARKER DRILLING COMPANY OF SOUTH AMERICA, INC.
PARKER DRILLING MANAGEMENT SERVICES, LTD.
PARKER DRILLING OFFSHORE COMPANY, LLC
PARKER NORTH AMERICA OPERATIONS, LLC
PARKER TECHNOLOGY, INC.
PARKER TECHNOLOGY, L.L.C.
QUAIL USA, LLC
2M-TEK, INC.
PARKER-VSE, LLC

By: /s/ David W. Tucker
Name: David W. Tucker
Title: Vice President and Treasurer

PD HOLDINGS DOMESTIC COMPANY S.à. r. l

By: /s/ Nathaniel Dockray
Name: Nathaniel Dockray
Title: Authorised Signatory

SCHEDULE 1.1 (a)

EXISTING LETTERS OF CREDIT

Letter of Credit No.	Expiry Date	Beneficiary	Letter of Credit Amount
68109997	2/4/2020	Abu Dhabi Commercial Bank Head Office	$ 923,994.42
44164	5/7/2019	Insurance Company of North America	$ 127,763.00
457641	5/7/2019	National Union Fire Insurance	$ 85,150.00
3086642	5/7/2019	Port of Iberia	$ 25,000.00
3118204	5/7/2019	Ace American Insurance Company	$ 377,245.00
3138641	2/28/2020	Abu Dhabi Commercial Bank Head Office	$ 75,790.00
68104029	5/1/2019	Abu Dhabi Commercial Bank Head Office	$ 489,613.00
68104030	6/1/2019	Abu Dhabi Commercial Bank Head Office	$ 521,961.00
68112689	6/10/2019	National Union Fire Insurance Co.	$ 479,773.00
68114748	6/17/2019	Axis Bank	$ 131,961.00
68115047	9/1/2019	First Abu Dhabi Bank	$ 13,615.63
68115140	9/15/2019	National Union Fire Insurance Co.	$ 875,000.00
68123771	3/9/2021	First Abu Dhabi Bank	$ 625,279.49
68130721	5/2/2019	Bank of America	$ 51,700.00
68134033	1/15/2020	Bank of America	$ 162,735.00
68135860	12/15/2021	Axis Bank Limited	$ 22,648.00
68135881	1/26/2021	Bank of America	$ 162,735.00
68136136	10/30/2019	Bank of America	$ 29,407.00
68136501	11/13/2019	Bank of America	$ 25,000.00
68137623	11/30/2020	Bank of America	$ 150,000.00
68142626	8/30/2020	Axis Bank Limited Corporate Office	$ 131,961.00
68143353	10/1/2019	HORNET-PERMIAN 1, L.P.	$ 3,843,790.80
68144962	3/15/2024	Abu Dhabi Commercial Bank Head Office	$ 501,208.55
TOTAL:			**$ 9,833,330.89**

SCHEDULE 2.1

COMMITMENTS AND APPLICABLE PERCENTAGES

Institution	Commitment	Applicable Percentage
Bank of America, N.A.	$25,000,000	50.00%
Deutsche Bank AG New York Branch	$25,000,000	50.00%
Total	**$50,000,000**	**100.00%**

SCHEDULE 5.2

CONSENTS, AUTHORIZATIONS, FILINGS AND NOTICES

None.

SCHEDULE 5.4

LITIGATION

None.

SCHEDULE 5.7(A)

SPECIFIED BARGE RIGS

Owner	Vessel Name	Official Number	Flagged Jurisdiction
Parker Drilling Offshore USA, L.L.C.	Parker Drilling 8-B	598345	U.S.
Parker Drilling Offshore USA, L.L.C.	Parker Drilling 12-B	617093	U.S.
Parker Drilling Offshore USA, L.L.C.	Parker Drilling 15-B	599619	U.S.
Parker Drilling Offshore USA, L.L.C.	Parker Drilling 20-B	634630	U.S.
Parker Drilling Offshore USA, L.L.C.	Parker Drilling 21-B	616392	U.S.
Parker Drilling Offshore USA, L.L.C.	30B also known as Parker Drilling 30-B	1261618	U.S.
Parker Drilling Offshore USA, L.L.C.	Parker Drilling 50-B	640365	U.S.
Parker Drilling Offshore USA, L.L.C.	Parker Drilling 51-B	640959	U.S.
Parker Drilling Offshore USA, L.L.C.	Parker Drilling 54-B	628668	U.S.
Parker Drilling Offshore USA, L.L.C.	Parker Drilling 55-B	643082	U.S.
Parker Drilling Offshore USA, L.L.C.	Parker Rig 72	642929	U.S.
Parker Drilling Offshore USA, L.L.C.	Parker Rig 76-B also known as Parker Drilling 76-B	594111	U.S.
Parker Drilling Offshore USA, L.L.C.	Rig 77B	600135	U.S.

SCHEDULE 5.7(B)

SPECIFIED LAND RIGS

Owner	Rig Name
Parker Drilling Arctic Operating, LLC	272
Parker Drilling Arctic Operating, LLC	273

SCHEDULE 5.14

SUBSIDIARIES AND OTHER EQUITY INVESTMENTS

(a). Subsidiaries.

Part (i)

Subsidiary	Jurisdiction of Formation	Owner	% Ownership Interest
2M-TEK, Inc.	Louisiana	Parker Drilling Offshore Company, LLC	100%
Anachoreta, Inc.	Nevada	Parker Drilling Company	100%
AralParker LLP	Kazakhstan	Parker Drilling (Kazakstan), LLC	100%
Canadian Rig Leasing, Inc.	Oklahoma	Parker Drilling Company	100%
Choctaw International Rig Corp.	Nevada	Parker Drilling Domestic Holding Company, LLC	100%
Creek International Rig Corp.	Nevada	Parker Drilling Domestic Holding Company, LLC	100%
DGH, Inc.	Texas	Parker Drilling Company	100%
Indocorp of Oklahoma, Inc.	Oklahoma	Parker Drilling Company	100%

Subsidiary	Jurisdiction of Formation	Owner	% Ownership Interest
International Tubular Services de Mexico S. de R.L. de C.V.	Mexico	International Tubular Services Limited	99.74%
		ITS Egypt Holdings 2, Ltd.	.26%
International Tubular Services Limited	Scotland, United Kingdom	Parker International Holding Kft.	100%
International Tubular Services Middle East, LLC	United Arab Emirates	International Tubulars FZE	49%
International Tubulars FZE	United Arab Emirates	International Tubular Services Limited	100%
ITS Arabia Limited	Saudi Arabia	PD International Holdings C.V.	70%
		ITS Egypt Holdings 1, Ltd.	30%
ITS Egypt Holdings 1, Ltd	Scotland, United Kingdom	International Tubular Services Limited	100%
ITS Egypt Holdings 2, Ltd.	Scotland, United Kingdom	International Tubular Services Limited	100%
ITS Energy Services	Cayman Islands	Parker International Holding Kft.	100%

Subsidiary	Jurisdiction of Formation	Owner	% Ownership Interest
ITS Energy Services (Asia Pacific) PTE Ltd	Singapore	ITS Energy Services PTE Ltd	100%
ITS Energy Services Limited	Trinidad	International Tubular Services Limited	100%
ITS Energy Services PTE Ltd	Singapore	International Tubular Services Limited	100%
ITS Energy Services Sdn Bhd	Malaysia	ITS Energy Services PTE Ltd	100%
ITS India Private Limited	India	International Tubular Services Limited	100%
ITS Netherlands B.V.	Netherlands	International Tubular Services Limited	100%
Joint Stock Company Parker Drilling Company of Sakhalin	Russia	Parker Drilling Netherlands B.V.	100%
KMG Parker Drilling Company LLP	Kazakhstan	Parker Drilling Kazakhstan BV	51%
PD Holdings Domestic Company S.à r.l.	Luxembourg	Parker North America Operations, LLC	100%
Mallard Argentine Holdings, Ltd.	Cayman Islands	Parker Drilling Offshore Company, LLC	100%
Mallard Drilling of South America, Inc.	Cayman Islands	Parker Drilling Offshore Company, LLC	100%
Mallard Drilling of Venezuela, Inc.	Cayman Islands	Parker Drilling Offshore Company, LLC	100%
Parker International Holding Kft.	Hungary	PD ITS Holdings, C.V.	33.33%
		PD Dutch Holdings C.V.	33.33%
		PD Selective Holdings C.V.	33.33%
Pardril, Inc.	Oklahoma	Parker Drilling Company	100%
Parker 3source LLC	Delaware	PD Selective, LLC	100%
Parker 5272 LLC	Delaware	PD ITS, LLC	100%
Parker Aviation Inc.	Oklahoma	Parker Drilling Company	100%
Parker Central Europe Rig Holdings LLC	Hungary	Parker Drilling (Kazakstan), LLC	100%
Parker Drillex, LLC	Delaware	PD Selective Holdings C.V.	100%

Subsidiary	Jurisdiction of Formation	Owner	% Ownership Interest
Parker Drilling Alaska Services Ltd.	Scotland, United Kingdom	Parker Drilling Arctic Operating, LLC	100%
Parker Drilling AME Limited	Cayman Islands	Parker International Holding Kft.	100%
Parker Drilling Arctic Operating, LLC	Delaware	PD GP Arctic, LLC	0.01%
		PD Holdings Domestic Company S.à r.l.	99.99%
Parker Drilling Asia Pacific, LLC	Delaware	Parker Drilling Company	100%
Parker Drilling Canada Company	Canada	Parker International Holding Kft.	100%
Parker Drilling Company Kuwait Ltd	Bahamas	Parker International Holding Kft.	99%
Parker Drilling Company (Bolivia) S.A.	Bolivia	Parker Drilling Company	100%
Parker Drilling Company Eastern Hemisphere, Ltd. Co.	Oklahoma	Parker Drilling Eurasia, Inc.	100%
Parker Drilling Company International, LLC	Delaware	PD Dutch Holdings C.V.	100%
Parker Drilling Company International Limited	Nevada	Parker Drilling Eurasia, Inc.	100%
Parker Drilling Company Limited LLC	Delaware	Parker Drilling Company	100%
Parker Drilling Company North America, Inc.	Nevada	Parker North America Operations, LLC	100%
Parker Drilling Company of Argentina, Inc.	Nevada	Parker Drilling Domestic Holding Company, LLC	100%

Subsidiary	Jurisdiction of Formation	Owner	% Ownership Interest
Parker Drilling Company of Bolivia, Inc.	Oklahoma	Parker Drilling Company	100%
Parker Drilling Company of Mexico, LLC	Nevada	Parker Drilling Offshore Company, LLC	100%
Parker Drilling Company of New Guinea LLC	Delaware	Parker International Holding Kft.	100%
Parker Drilling Company of New Zealand Limited	New Zealand	PD Dutch Holdings C.V.	100%
Parker Drilling Company of Niger	Oklahoma	Parker Drilling Company	100%
Parker Drilling Company of Oklahoma, Incorporated	Oklahoma	Parker Drilling Company	100%
Parker Drilling Company of Singapore LLC	Delaware	PD Selective Holdings C.V.	100%
Parker Drilling Company of South America, Inc.	Oklahoma	Parker Drilling Company	100%
Parker Drilling de Mexico, S. de R.L. de C.V.	Mexico	Parker Drilling Offshore Company, LLC	2%
		Parker Drilling Company of Mexico, LLC	98%
Parker Drilling Disaster Relief Fund, Inc.	Texas	Parker Drilling Management Services, Ltd.	100%

Subsidiary	Jurisdiction of Formation	Owner	% Ownership Interest
Parker Drilling Domestic Holding Company, LLC	Delaware	Parker Drilling Company	100%
Parker Drilling Dutch B.V.	Netherlands	Parker International Holding Kft.	100%
Parker Drilling Eurasia, Inc.	Delaware	Parker North America Operations, LLC	100%
Parker Drilling Global Employment Company (Management Office), Ltd.	Dubai International Financial Centre (UAE)	Parker Drilling Netherlands B.V.	100%
Parker Drilling International B.V.	Netherlands	Parker Drilling Netherlands B.V.	100%
Parker Drilling International Holding Company, LLC	Delaware	Parker Drilling Company	100%
Parker Drilling International of New Zealand Limited	New Zealand	PD Dutch Holdings C.V.	100%
Parker Drilling Investment Company	Oklahoma	Parker Drilling Company	100%
Parker Drilling (Kazakhstan), LLC	Delaware	Parker International Holding Kft.	100%
Parker Drilling Kazakhstan BV	Netherlands	Parker Drilling Netherlands B.V.	100%
Parker Drilling Management Services, Ltd.	Nevada	Parker North America Operations, LLC	100%

Subsidiary	Jurisdiction of Formation	Owner	% Ownership Interest
Parker Drilling (Nigeria), Limited	Nigeria	Parker Drilling Offshore International, Inc.	100%
Parker Drilling Netherlands B.V.	Netherlands	Parker International Holding Kft.	100%
Parker Drilling Offshore B.V.	Netherlands	Parker Drilling Dutch B.V.	100%
Parker Drilling Offshore Company, LLC	Nevada	Parker North America Operations, LLC	100%
Parker Drilling Offshore International, Inc.	Cayman Islands	Parker Drilling Offshore Company, LLC	100%
Parker Drilling Offshore USA, L.L.C.	Oklahoma	PD GP Offshore, LLC	0.01%
		PD Holdings Domestic Company S.à r.l.	99.99%
Parker Drilling Overseas B.V.	Netherlands	Parker Drilling Netherlands B.V.	100%
Parker Drilling Pacific Rim, Inc.	Delaware	Parker North America Operations, LLC	100%
Parker Drilling Russia B.V.	Netherlands	Parker Drilling Netherlands B.V.	100%
Parker Drilling Services Americas S.R.L.	Argentina	Parker Drilling Netherlands B.V.	2%
		Parker Drilling International B.V.	98%
Parker Drilling Spain Rig Leasing, SL	Spain	Parker Hungary Rig Holdings Limited Liability Company	100%
Parker Drillserv, LLC	Delaware	PD Offshore, LLC	100%

Subsidiary	Jurisdiction of Formation	Owner	% Ownership Interest
Parker Drillsource, LLC	Delaware	Parker International Holding Kft.	100%
Parker Drilltech, LLC	Delaware	PD Offshore, LLC	100%
Parker Hungary Rig Holdings Limited Liability Company	Hungary	Parker Drillsource, LLC	100%
Parker Intex, LLC	Delaware	Parker Drilling Company	100%
Parker North America Operations, LLC	Nevada	Parker Drilling Company	100%
Parker Rigsource, LLC	Delaware	International Tubular Services Limited	100%
Parker Singapore Rig Holding Pte. Ltd.	Singapore	PD Selective Holdings C.V.	100%
Parker Technology, Inc.	Oklahoma	Parker Drilling Company	100%
Parker Technology, L.L.C.	Louisiana	Parker Drilling Offshore Company, LLC	100%
Parker USA Drilling Company	Nevada	Parker North America Operations, LLC	100%
Parker Well Services, LLC	Nevada	Parker Drilling Offshore Company, LLC	100%
Parker-VSE, LLC	Nevada	Parker Drilling Company	100%
PD Dutch, LLC	Delaware	Parker Drilling Pacific Rim, Inc.	100%

Subsidiary	Jurisdiction of Formation	Owner	% Ownership Interest
PD Dutch Holdings C.V.	Netherlands	PD Dutch, LLC	99.96%
		PD GP2, LLC	0.04%
PD GP Arctic, LLC	Delaware	Quail USA, LLC	100%
PD GP Offshore, LLC	Delaware	Quail USA, LLC	100%
PD GP Quail, LLC	Delaware	Quail USA, LLC	100%
PD GP2, LLC	Delaware	PD Dutch, LLC	100%
PD Global Drilling Limited	Scotland, United Kingdom	Parker Drilling International B.V.	100%
PD International Holdings C.V.	Netherlands	International Tubular Services Limited	99.96%
		Parker Rigsource, LLC	0.04%
PD ITS, LLC	Delaware	Parker Drilling Pacific Rim, Inc.	100%
PD ITS Holdings C.V.	Netherlands	Parker 5272, LLC	1.00%
		PD ITS, LLC	99.0%
PD Labor Sourcing, Ltd.	Cayman Islands	PD Selective Holdings C.V.	100%
PD Offshore, LLC	Delaware	Parker Drilling Eurasia, Inc.	100%

Subsidiary	Jurisdiction of Formation	Owner	% Ownership Interest
PD Offshore Holdings C.V.	Netherlands	PD Offshore, LLC	99.96%
		Parker Drillserv, LLC	0.02%
		Parker Drilltech, LLC	0.02%
PD Personnel Services, Ltd.	Cayman Islands	PD Selective Holdings C.V.	100%
PD Selective, LLC	Delaware	PD Offshore Holdings C.V.	100%
PD Selective Holdings C.V.	Netherlands	PD Selective, LLC	99.97%
		Parker 3source LLC	0.03%
PD Servicios Integrales, S. de R.L. de C.V.	Mexico	Parker Drilling Offshore Company, LLC	98%
		Parker Drilling Company of Mexico, LLC	2%
PKD Sales Corporation	Oklahoma	Parker Drilling Company	100%
Primorsky Drill Rig Services BV	Netherlands	Parker Drilling Netherlands B.V.	100%
Quail Tools, L.P.	Oklahoma	General partner: PD GP Quail, LLC	0.01%
		Limited partner: PD Holdings Domestic Company S.à r.l.	99.99%
Quail USA, LLC	Oklahoma	PD Holdings Domestic Company S.à r.l.	100%
Selective Drilling Corporation	Oklahoma	Parker Drilling Company	100%

Subsidiary	Jurisdiction of Formation	Owner	% Ownership Interest
Servicios de Personal ITS, S. de R.L. de C.V.	Mexico	International Tubular Services Limited	99.0%
		ITS Egypt Holdings 1, LTD.	1.0%
Technology Specialists For Tubes Manufacturing & General Services LLC	Iraq	International Tubulars FZE	100%
Universal Rig Service LLC	Delaware	Parker Drilling Company	100%

Loan Party	Taxpayer ID Number
2M-TEK, Inc.	37-1531761
Anachoreta, Inc.	88-0103667
Pardril, Inc.	73-0774469
Parker Aviation Inc.	73-1126372
Parker Drilling Arctic Operating, LLC	26-2376834
Parker Drilling Company	73-0618660
Parker Drilling Company North America, Inc.	73-1506381
Parker Drilling Company of Niger	73-1394204
Parker Drilling Company of Oklahoma, Incorporated	73-0798949

Parker Drilling Company of South America, Inc.	73-0760657
Parker Drilling Management Services, Ltd.	73-1567200
Parker Drilling Offshore Company, LLC	76-0409092
Parker Drilling Offshore USA, L.L.C.	72-1361469
Parker North America Operations, LLC	73-1571180
Parker Technology, Inc.	75-1246599
Parker Technology, L.L.C.	62-1681875
Parker-VSE, LLC	75-1282282
Parker Well Services, LLC	83-0742764
PD GP Arctic, LLC	N/A
PD GP Offshore, LLC	N/A
PD GP Quail, LLC	N/A
PD Holdings Domestic Company S.à r.l.	20182450171
Quail Tools, L.P.	72-1361471
Quail USA, LLC	82-0578885

Part (ii) Other Equity Investments.

Name	Jurisdiction of Formation	Parker Entity Owner	Ownership Percentage	Other Owner(s)
SaiPar Drilling Company B.V.	Netherlands	Parker Drilling Dutch B.V.	50%	Saipem International B.V.

(b) **OUTSTANDING SUBSCRIPTIONS, OPTIONS, WARRANTS, CALLS, RIGHTS, OR OTHER AGREEMENTS OR COMMITMENTS**

None.

SCHEDULE 5.16

ENVIRONMENTAL MATTERS

In 2003, the Borrower received an information request under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) designating Parker Drilling Offshore Corporation, a subsidiary of the Borrower, as a potentially responsible party with respect to the Gulfco Marine Maintenance, Inc. Superfund Site in Freeport, Texas (EPA No. TX 055144539). The Borrower responded to this request and in January 2008 received an administrative order to participate in an investigation of the site and a study of the remediation needs and alternatives. The EPA alleges that the subsidiary is a successor to a party who owned the Gulfco site during the time when chemical releases took place there. In December 2010, the Borrower entered into an agreement with two other potentially responsible parties (collectively the "Gulfco Group"), pursuant to which we agreed to pay 20 percent of past and future costs to study and remediate the site. The Gulfco Group is currently negotiating a site consent decree with the U.S. Department of Justice and the EPA, including negotiations concerning the amount the Gulfco Group is willing to reimburse the EPA for its response costs and the delisting of the Gulfco site's South Area. In addition, the EPA issued notice letters to and the Borrower pursued claims against several other parties seek to compel those parties to participate in funding the site remediation costs. The Gulfco Group expects to fully resolve such claims once a final consent decree is agreed upon with the Department of Justice and the EPA. The Borrower has made certain participating payments and has accrued $850,000 for its portion of certain unreimbursed past costs, estimated EPA oversight costs and the estimated future site costs.

SCHEDULE 5.18

UCC FILING JURISDICTION; UNITED STATES COAST GUARD FILING

Name of Loan Party	Type of Organization (e.g. corporation, limited liability company, limited partnership)	Jurisdiction of Organization/ Formation
2M-Tek, Inc.	corporation	Louisiana
Anachoreta, Inc.	corporation	Nevada
Pardril, Inc.	corporation	Oklahoma
Parker Aviation Inc.	corporation	Oklahoma
Parker Drilling Arctic Operating, LLC	limited liability company	Delaware
Parker Drilling Company	corporation	Delaware
Parker Drilling Company North America, Inc.	corporation	Nevada
Parker Drilling Company of Niger	corporation	Oklahoma
Parker Drilling Company of Oklahoma, Incorporated	corporation	Oklahoma
Parker Drilling Company of South America, Inc.	corporation	Oklahoma
Parker Drilling Management Services, Ltd.	limited liability company	Nevada
Parker Drilling Offshore Company, LLC	limited liability company	Nevada
Parker Drilling Offshore USA, L.L.C.	limited liability company	Oklahoma
Parker North America Operations, LLC	limited liability company	Nevada
Parker Technology, Inc.	corporation	Oklahoma
Parker Technology, L.L.C.	limited liability company	Louisiana
Parker-VSE, LLC	limited liability company	Nevada

Name of Loan Party	Type of Organization (e.g. corporation, limited liability company, limited partnership)	Jurisdiction of Organization/ Formation
Parker Well Services, LLC	limited liability company	Nevada
PD GP Arctic, LLC	limited liability company	Delaware
PD GP Offshore, LLC	limited liability company	Delaware
PD GP Quail, LLC	limited liability company	Delaware
PD Holdings Domestic Company S.à r.l.	Societé à resonsabilitté limitée S.à r.l. (Private Limited Liability Company)	Luxembourg (D.C. Filing Jurisdiction)
Quail Tools, L.P.	limited partnership	Oklahoma
Quail USA, LLC	limited liability company	Oklahoma

SCHEDULE 5.21

OFAC

None.

SCHEDULE 6.15

POST-CLOSING DELIVERIES

1. To the extent not delivered on or prior to the Closing Date, on or prior to the date that is thirty (30) days following the Closing Date (or such later date as the Administrative Agent may agree in its sole discretion), the Loan Parties shall deliver or cause to be delivered to the Administrative Agent Control Agreements with respect to each deposit account and securities account of the Loan Parties in existence as of the Closing Date (other than Excluded Accounts and Immaterial Accounts), in each case duly executed by the relevant Loan Party and the bank or securities intermediary that maintains such account.

2. To the extent not delivered on or prior to the Closing Date, on or prior to the date that is ten (10) Business Days following the Closing Date (or such later date as the Administrative Agent may agree in its sole discretion), the Loan Parties shall deliver or cause to be delivered to the Administrative Agent certificates representing the Pledged Equity Interests, accompanied by undated transfer powers executed in blank.

3. To the extent not delivered on or prior to the Closing Date, on or prior to the date that is ten (10) days following the Closing Date (or such later date as the Administrative Agent may agree in its sole discretion), the Loan Parties shall deliver or cause to be delivered to the Administrative Agent evidence that the Specified Rigs are insured with financially sound and reputable insurance companies not Affiliates of the Parent Borrower, in such forms and amounts (including with such deductibles) and covering hull and machinery, general mortgagee's interest, and against protection and indemnity risks and other such risks as customarily carried by companies engaged in similar businesses and owning and operating similar vessels in localities where the Parent Borrower or the applicable Subsidiary operates the Specified Rigs, and which insurance meets the requirements of the Mortgages.

4. To the extent not delivered on or prior to the Closing Date, on or prior to the date that is five (5) days following the Closing Date (or such later date as the Administrative Agent may agree in its sole discretion), the Loan Parties shall deliver or cause to be delivered to the Administrative Agent certificates, policies and endorsements as proof of the insurance coverage of the Loan Parties required pursuant to Section 6.5 of the Credit Agreement.

SCHEDULE 7.1(f)

EXISTING LIENS

1. Federal tax lien in the amount of $73,129.97 in favor of the Department of Treasury—Internal Revenue Service, originally filed July 7, 2018, for taxpayer PARKER DRILLING MANAGEMENT SERVICES LTD.

SCHEDULE 7.3(d)

EXISTING INDEBTEDNESS

1. Intercompany loans pursuant to ordinary course cash pooling arrangement.

SCHEDULE 7.8

TRANSACTIONS WITH AFFILIATES

1. That certain Revolving Loan Agreement dated as of January 1, 2012 (the "***PDN Loan Agreement***") between Parker Drilling Netherlands, B.V., as borrower and Parker Drilling Company, as lender, as heretofore amended. Loans have not been funded under the PDN Loan Agreement since 2014, the outstanding balance under the PDN Loan Agreement on the Closing Date is $3,626,498.09.

SCHEDULE 10.2

ADMINISTRATIVE AGENT'S OFFICE; CERTAIN ADDRESSES FOR NOTICES

PARKER DRILLING COMPANY:

Parker Drilling Company
Five Greenway Plaza Suite 100
Houston, Texas 77046
Attention: David Tucker
Telephone: 281-406-2370
Telecopier: 281-406-2371
Electronic Mail: david.tucker@parkerdrilling.com
Website Address: www.parkerdrilling.com
U.S. Taxpayer Identification Number(s): 73-0618660

BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT:

Bank of America, N.A.
901 Main Street, 11th Floor
Dallas, TX 75202
Attention: Asset Based Portfolio Specialist—Parker Drilling
Telephone: 469-294-7110
Electronic Mail: terry.mckinney@baml.com

EXHIBIT A

FORM OF COMMITTED LOAN NOTICE

Date: _____, ____

To: Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of March [ ], 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "**Agreement;**" capitalized terms used but not defined herein have the meanings assigned to such terms in the Agreement), among Parker Drilling Company, a Delaware corporation ("**Parent Borrower**"), the other Borrowers from time to time party thereto, the Lenders from time to time party thereto, Bank of America, N.A., as Administrative Agent and a L/C Issuer, and the other Persons from time to time party thereto.

Parent Borrower hereby requests, on behalf of itself or, if applicable, the other Borrower specified in item 5 below (the "Applicable Borrower") (select one):

☐ A Borrowing of Loans

☐ A conversion or continuation of Loans

1. On _____ (a Business Day).
2. In the amount of $_____
3. Comprised of _____
of Loan requested]
[Type
4. For Eurodollar Rate Loans: with an Interest Period of _____ months.
5. On behalf of _____ [insert name of Applicable Borrower].

The Borrowing requested herein complies with the proviso in the first sentence of Section 2.1 of the Agreement.

Parent Borrower hereby represents and warrants that the conditions specified in Sections 4.2(a) and (b) shall be satisfied on and as of the date of the applicable Credit Extension.

PARKER DRILLING COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT B-1

[FORM OF] U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Not Partnerships or Pass-Through Entities For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Credit Agreement, dated as of March [ ], 2019 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Parker Drilling Company, a Delaware corporation (the "**Parent Borrower**"), certain Subsidiaries of Parent Borrower party thereto as Borrowers, the lenders from time to time parties thereto, Bank of America, N.A., as Administrative Agent and a L/C Issuer, and others.

Pursuant to the provisions of Section 3.1(e)(ii)(B) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) and the L/C Obligations in respect of which it is providing this certificate, (ii) it is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a "10-percent shareholder" of any Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a "controlled foreign corporation" related to any Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Parent Borrower with a certificate of itsnon-U.S. Person status on IRS Form W-8BEN or W-8BEN-E (or any successor form), as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, or if a lapse in time or changes in circumstances renders the information on this certificate expired, obsolete or inaccurate in any respect, the undersigned shall promptly so inform the Parent Borrower and the Administrative Agent in writing and delivery properly to such Parent Borrower and the Administrative Agent an updated certificate or other documentation (including any new documentation requested by the Parent Borrower or the Administrative Agent) or promptly notify the Parent Borrower and the Administrative Agent in writing of its inability to do so, and (2) the undersigned shall have at all times furnished the Parent Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding each such payment (and from time to time upon the reasonable request of the Borrower or the Administrative Agent).

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: _____
Name:
Title:
Date: , 20[ ]

EXHIBIT B-2

[FORM OF] U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Not Partnerships or Pass-Through Entities For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Credit Agreement, dated as of March [ ], 2019 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Parker Drilling Company, a Delaware corporation (the "**Parent Borrower**"), certain Subsidiaries of Parent Borrower party thereto as Borrowers, the lenders from time to time parties thereto, Bank of America, N.A., as Administrative Agent and a L/C Issuer, and others.

Pursuant to the provisions of Section 3.1(e)(ii)(B) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a "10-percent shareholder" of any Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a "controlled foreign corporation" related to any Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of itsnon-U.S. Person status on IRS Form W-8BEN or W-8BEN-E (or any successor form), as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, or if a lapse in time or changes in circumstances renders the information on this certificate expired, obsolete or inaccurate in any respect, the undersigned shall promptly so inform such Lender in writing and delivery properly to such Lender an updated certificate or other documentation (including any new documentation requested by the Lender) or promptly notify the Parent Borrower and the Administrative Agent in writing of its inability to do so, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such each payment (and from time to time upon the reasonable request of the Borrower or the Administrative Agent)

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____
Name:
Title:
Date: , 20[ ]

EXHIBIT B-3

[FORM OF] U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Partnerships or Pass-Through Entities For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Credit Agreement, dated as of March [ ], 2019 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Parker Drilling Company, a Delaware corporation (the "**Parent Borrower**"), certain Subsidiaries of Parent Borrower party thereto as Borrowers, the lenders from time to time parties thereto, Bank of America, N.A., as Administrative Agent and a L/C Issuer, and others.

Pursuant to the provisions of Section 3.1(e)(ii)(B) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect to such participation, neither the undersigned nor any of its direct or indirect partners/members is a "bank" extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a "10-percent shareholder" of any Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (v) none of its direct or indirect partners/members is a "controlled foreign corporation" related to any Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY (or any successor form) accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or W-8BEN-E (or any successor form), as applicable, or (ii) an IRS Form W-8IMY (or any successor form) accompanied by an IRS Form W-8BEN or W-8BEN-E (or any successor form), as applicable, from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption; provided that, for the avoidance of doubt, the foregoing shall not limit the obligation of the Lender to provide, in the case of any partner/member not claiming the portfolio interest exemption, an applicable IRS Form W-8ECI, W-9, W-8BEN, W-8BEN-E or W-8IMY (and any successor form, including appropriate underlying certificates from each beneficial owner of such partner/member), in each case, establishing any available exemption from U.S. federal withholding tax to the extent required by the Credit Agreement. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, or if a lapse in time or changes in circumstances renders the information on this certificate expired, obsolete or inaccurate in any respect, the undersigned shall promptly so inform such Lender in writing and delivery properly to such Lender an updated certificate or other documentation (including any new documentation requested by the Lender) or promptly notify the Parent Borrower and the Administrative Agent in writing of its inability to do so, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such each payment (and from time to time upon the reasonable request of the Borrower or the Administrative Agent).

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____
Name:
Title:
Date: , 20[ ]

EXHIBIT B-4

[FORM OF] U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Partnerships or Pass-Through Entities For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Credit Agreement, dated as of March [ ], 2019 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Parker Drilling Company, a Delaware corporation (the "**Parent Borrower**"), certain Subsidiaries of Parent Borrower party thereto as Borrowers, the lenders from time to time parties thereto, Bank of America, N.A., as Administrative Agent and a L/C Issuer, and others.

Pursuant to the provisions of Section 3.1(e)(ii)(B) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) and the L/C Obligations in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)) or L/C Obligations, (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a "bank" extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a "10-percent shareholder" of any Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (v) none of its direct or indirect partners/members is a "controlled foreign corporation" related to any Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Parent Borrower with IRS FormW-8IMY (or any successor form) accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or W-8BEN-E (or any successor form), as applicable, or (ii) an IRS Form W-8IMY (or any successor form) accompanied by an IRS FormW-8BEN or W-8BEN-E (or any successor form), as applicable, from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption; provided that, for the avoidance of doubt, the foregoing shall not limit the obligation of the Lender to provide, in the case of any partner/member not claiming the portfolio interest exemption, an applicable Internal Revenue Service Form W-8ECI, W-9, W-8BEN, W-8BEN-E or W-8IMY (and any successor form, including appropriate underlying certificates from each beneficial owner of such partner/member), in each case, establishing any available exemption from U.S. federal withholding tax to the extent required by the Credit Agreement. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, or if a lapse in time or changes in circumstances renders the information on this certificate expired, obsolete or inaccurate in any respect, the undersigned shall promptly so inform the Parent Borrower and the Administrative Agent in writing and delivery properly to such Parent Borrower and the Administrative Agent an updated certificate or other documentation (including any new documentation requested by the Parent Borrower or the Administrative Agent) or promptly notify the Parent Borrower and the Administrative Agent in writing of its inability to do so, and (2) the undersigned shall have at all times furnished the Parent

Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such each payment (and from time to time upon the reasonable request of the Borrower or the Administrative Agent).

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: _____
Name:
Title:
Date: , 20[ ]

EXHIBIT C

FORM OF NOTE

FOR VALUE RECEIVED, the undersigned (collectively, the "**Borrowers**") hereby, jointly and severally, promise to pay to or its registered assigns (the "**Lender**"), in accordance with the provisions of the Agreement (as hereinafter defined), the principal amount of each Loan from time to time made by the Lender to the Borrowers under that certain Credit Agreement, dated as of March [ ], 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "**Agreement;**" capitalized terms used but not defined herein have the meanings assigned to such terms in the Agreement), among the Borrowers, the Lenders from time to time party thereto, Bank of America, N.A., as Administrative Agent and a L/C Issuer, and the other Persons from time to time party thereto.

The Borrowers, jointly and severally, promise to pay interest on the unpaid principal amount of each Loan from the date of such Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement.

This Note is one of the Notes referred to in the Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Note is also entitled to the benefits of the Guaranty and is secured by the Collateral. Upon the occurrence and continuation of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable all as provided in the Agreement. Loans made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Note and record thereon the date, amount and maturity of its Loans and payments with respect thereto.

Each Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES THEREOF.

PARKER DRILLING COMPANY

By: _____
Name: _____
Title: _____

PARKER DRILLING ARCTIC OPERATING, LLC

By: _____
Name: _____
Title: _____

PARKER DRILLING OFFSHORE USA, L.L.C.

By: _____
Name: _____
Title: _____

PARKER WELL SERVICES, LLC

By: _____
Name: _____
Title: _____

QUAIL TOOLS, L.P.

By: Quail USA, LLC, its general partner

By: _____
Name: _____
Title: _____

LOANS AND PAYMENTS WITH RESPECT THERETO

Date	Type of Loan Made	Amount of Loan Made	End of Interest Period	Amount of Principal or Interest Paid This Date	Outstanding Principal Balance This Date	Notation Made By

EXHIBIT D

FORM OF COMPLIANCE CERTIFICATE

Financial Statement Date: ,

To: Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of March [ ], 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "**Agreement;**" capitalized terms used but not defined herein have the meanings assigned to such terms in the Agreement), among PARKER DRILLING COMPANY, a Delaware corporation ("**Parent Borrower**"), certain Subsidiaries of Parent Borrower party thereto as Borrowers, the Lenders from time to time party thereto, BANK OF AMERICA, N.A., as Administrative Agent and a L/C Issuer, and the other Persons from time to time party thereto.

The undersigned Responsible Officer hereby certifies as of the date hereof that he/she is the of the Parent Borrower, and that, as such, he/she is authorized to execute and deliver this Compliance Certificate to the Administrative Agent on the behalf of the Borrowers, and that:

[Use following paragraph 1 for fiscal year-end financial statements]

1. The Parent Borrower has delivered the year-end audited financial statements required by Section 6.1(a) of the Agreement for the fiscal year of the Parent Borrower and its consolidated Subsidiaries ended as of the above date, together with the certificate, report and opinion of an independent certified public accountant required by Section 6.2(a) of the Agreement. In addition, the Parent Borrower has delivered the Projections accompanied by the certificate required by Section 6.2(c) for the immediately succeeding fiscal year, and such Projections were prepared in good faith based upon reasonable assumptions at the time such Projections were prepared, it being understood by the Lenders that such Projections are as to future events and are not to be viewed as facts, that such Projections are subject to significant uncertainties and contingencies, many of which are beyond the Borrowers' control, that no assurance can be given by the Borrowers that any of such Projections will be realized and that actual results during the period or periods covered by such Projections may differ significantly from the projected results and such differences may be material.

[*Use following paragraph 1 for fiscal quarter-end financial statements*]

1. The Parent Borrower has delivered the unaudited financial statements required by Section 6.1(b) of the Agreement for the fiscal quarter of the Parent Borrower and its consolidated Subsidiaries ended as of the above date. Such consolidated financial statements fairly state in all material respects the financial condition, results of operations and cash flows of the Parent Borrower and its consolidated Subsidiaries in accordance with GAAP, applied consistently, as at such date and throughout such period, subject only to normal year-end audit adjustments and the absence of footnotes.

[*Use following paragraph 1 for fiscal month-end financial statements delivered pursuant to Section 6.1(c) when a Cash Dominion Period is in effect*]

1. The Parent Borrower has delivered the unaudited financial statements required by Section 6.1(c) of the Agreement for the month ended as of the above date. Such consolidated financial statements fairly state in all material respects the financial condition, results of operations and cash flows of the Parent Borrower and its consolidated Subsidiaries in accordance with GAAP, applied consistently, as at such date and throughout such period, subject only to normal year-end audit adjustments and the absence of footnotes.

2. The undersigned has reviewed and is familiar with the terms of the Agreement and has made, or has caused to be made under his/her supervision, a detailed review of the transactions and condition (financial or otherwise) of the Parent Borrower and its consolidated Subsidiaries during the accounting period covered by such financial statements.

3. A review of the activities of the Loan Parties during such fiscal period has been made under the supervision of the undersigned with a view to determining whether during such fiscal period the Loan Parties performed and observed all covenants and conditions under the Loan Documents, and

[select one:]

[to the knowledge of the undersigned, during such fiscal period each Loan Party performed, observed and satisfied each covenant and condition of the Loan Documents applicable to it, and no Default or Event of Default has occurred and is continuing.]

--or--

[to the knowledge of the undersigned, the following covenants or conditions have not been performed, observed or satisfied and the following is a list of each such Default or Event of Default and its nature and status:]

4. The minimum Liquidity analysis set forth on Schedule 1 attached hereto is true and accurate on and as of the date of this Compliance Certificate.

(Signature on following page)

IN WITNESS WHEREOF, the undersigned has executed this Compliance Certificate as of , .

PARENT BORROWER:

PARKER DRILLING COMPANY

By: _____
Name: _____
Title: _____

Schedule 1 to Compliance Certificate

I. Section 7.2 Minimum Liquidity.

A.	Domestic unrestricted cash of the Borrowers held in the Liquidity Account:	$	_____
B.	Lesser of Line A and $10,000,000:	$	_____
C.	Availability:	$	_____
D.	Liquidity (Line B + Line C)	$	_____
	Minimum Required:	$	25,000,000.00

EXHIBIT E

FORM OF ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (this "**Assignment and Assumption**") is dated as of the Effective Date set forth below and is entered into by and between [the][each][1] Assignor identified in item 1 below ([the][each, an][2] "**Assignor**") and [the][each] Assignee identified in item 2 below ([the][each, an][3] "**Assignee**"). [It is understood and agreed that the rights and obligations of [the Assignors][the Assignees][4] hereunder are several and not joint.][4] Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (the "**Credit Agreement**"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, [the][each] Assignor hereby irrevocably sells and assigns to [the Assignee][the respective Assignees], and [the][each] Assignee hereby irrevocably purchases and assumes from [the Assignor][the respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of [the Assignor's] [the respective Assignors'] rights and obligations in [its capacity as a Lender][their respective capacities as Lenders] under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of [the Assignor][the respective Assignors] under the respective facilities identified below (including, without limitation, the Letters of Credit included in such facilities[5]) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by [the][any] Assignor to [the][any] Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as [the][an] "**Assigned Interest**"). Each such sale and assignment is without recourse to [the][any] Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by [the][any] Assignor.

---

1 For bracketed language here and elsewhere in this form relating to the Assignor(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.

2 For bracketed language here and elsewhere in this form relating to the Assignee(s), if the assignment is to a single Assignee, choose the first bracketed language. If the assignment is to multiple Assignees, choose the second bracketed language.

3 Select as appropriate.

4 Include bracketed language if there are either multiple Assignors or multiple Assignees.

5 Include all applicable subfacilities.

5. Assignor[s]: _____

_____

Assignor [is][is not] a Defaulting Lender

6. Assignee[s]: _____

_____

[for each Assignee, indicate [Affiliate][Approved Fund] of [*identify Lender*]]

7. Borrowers: Parker Drilling Company, a Delaware corporation, Parker Drilling Offshore USA, L.L.C., Parker Drilling Arctic Operating, LLC, Parker Well Services, LLC and Quail Tools, L.P.

8. Administrative Agent: Bank of America, N.A., as the administrative agent under the Credit Agreement

9. Credit Agreement: Credit Agreement, dated as of March [ ], 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among the Borrowers, the Administrative Agent, the Lenders, the L/C Issuers, and the other Persons from time to time party thereto

10. Assigned Interest:

Assignor[s][6]	Assignee[s][7]	Aggregate Amount of Commitment/Loans for all Lenders[8]	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/ Loans[9]	CUSIP Number

11. [Trade Date:][10]

Effective Date: , 20 [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

6 List each Assignor, as appropriate.
7 List each Assignee and, if applicable, its market entity identifier, as appropriate.
8 Amounts in this column and in the column immediately to the right to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.
9 Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.
10 To be completed if the Assignor and the Assignee intend that the minimum assignment amount is to be determined as of the Trade Date.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____
Title:

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____
Title:

[Consented to and][11] Accepted:

BANK OF AMERICA, N.A., as
Administrative Agent

By: _____
Title:

[Consented to:][12]

[COMPANY]

By: _____
Title:

11 To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.
12 To be added only if the consent of the Parent Borrower and/or other parties (e.g. L/C Issuers) is required by the terms of the Credit Agreement.

ANNEX 1 TO ASSIGNMENT AND ASSUMPTION

[_____][1]

STANDARD TERMS AND CONDITIONS FOR

ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1. Assignor. [The][Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the][[the relevant] Assigned Interest, (ii) [the][such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (iv) it is [not] a Defaulting Lender; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. [The][Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements to be an assignee under Section 10.6(b)(iii), (v), and (vi) of the Credit Agreement (subject to such consents, if any, as may be required under Section 10.6(b)(iii) of the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of [the][the relevant] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by [the][such] Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire [the][such] Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 6.1 thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, (vi) it has, independently and without reliance upon the Administrative Agent, any other Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, and (vii) if it is a Foreign Lender, attached hereto is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by [the][such] Assignee; and (b) agrees that (i) it will, independently and without reliance upon the

[1] Describe Credit Agreement at option of Administrative Agent.

Administrative Agent, [the][any] Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignor for amounts which have accrued to but excluding the Effective Date and to [the][the relevant] Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York without giving effect to conflicts of law principles thereof.

EXHIBIT F

FORM OF BORROWING BASE CERTIFICATE

[See attached]

EXHIBIT G

FORM OF SECURED PARTY DESIGNATION NOTICE

TO: Bank of America, N.A., as Administrative Agent

RE: Credit Agreement, dated as of March [ ], 2019 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "**Agreement**"; capitalized terms used but not defined herein have the meanings assigned to such terms in the Agreement), among Parker Drilling Company, a Delaware corporation (the "**Parent Borrower**"), the other Borrowers from time to time party thereto, the Lenders from time to time party thereto, the L/C Issuers from time to time party thereto, Bank of America, N.A., as Administrative Agent and a L/C Issuer, and the other Persons from time to time party thereto.

DATE: [Date]

[Name of Cash Management Bank/Hedge Bank] (the "**Secured Party**") hereby notifies you, pursuant to the terms of the Agreement, that the Secured Party meets the requirements of a *[Cash Management Bank] [Hedge Bank]* under the terms of the Agreement, is a *[Cash Management Bank] [Hedge Bank]* under the Agreement and the other Loan Documents and agrees to be bound by Section 9.11 of the Agreement. The Secured Party is party to that certain *[Secured Cash Management Agreement/Secured Hedge Agreement]* dated as of *[Date]*, among *[Parties]*, pursuant to which a maximum amount of $*[Amount]* may be owing thereunder and is requested to be secured by the Collateral, a calculation of which is set forth on Annex I attached hereto.

Delivery of an executed counterpart of a signature page of this notice by fax transmission or other electronic mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this notice.

A duly authorized officer of the undersigned has executed this notice as of the day and year set forth above.

_____,
as a [Cash Management Bank] [Hedge Bank]

By:
Name:
Title:

ANNEX I TO SECURED PARTY DESIGNATION NOTICE

(see attached)

Exhibit G-2

EXHIBIT H

FORM OF DESIGNATED BORROWER REQUEST AND ASSUMPTION AGREEMENT

Date: _____, ____,

To: Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

This Designated Borrower Request and Assumption Agreement is made and delivered pursuant to Section 2.14 of that certain Credit Agreement, dated as of March [ ], 2019 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "**Agreement**"), among Parker Drilling Company, a Delaware corporation (the "**Parent Borrower**"), the other Borrowers from time to time party thereto, the Lenders from time to time party thereto, Bank of America, N.A., as Administrative Agent and a L/C Issuer, and the other Persons from time to time party thereto, and reference is made thereto for full particulars of the matters described therein. All capitalized terms used in this Designated Borrower Request and Assumption Agreement and not otherwise defined herein shall have the meanings assigned to them in the Agreement.

Each of (the "**Designated Borrower**") and the Parent Borrower hereby confirms, represents and warrants to the Administrative Agent and the Lenders that the Designated Borrower is a Wholly-Owned Domestic Subsidiary of the Parent Borrower.

No Default has occurred and is continuing or shall result herefrom. The documents required to be delivered to the Administrative Agent under Section 2.14 of the Agreement will be furnished to the Administrative Agent in accordance with the requirements of the Agreement.

The true and correct U.S. taxpayer identification number of the Designated Borrower is .

The parties hereto hereby confirm that with effect from the date specified in the Designated Borrower Notice for the Designated Borrower, the Designated Borrower shall have obligations, duties and liabilities toward each of the other parties to the Agreement identical to those which the Designated Borrower would have had if the Designated Borrower had been an original party to the Agreement as a Borrower. Effective as of the date of the Designated Borrower Notice for the Designated Borrower, the Designated Borrower confirms its acceptance of, and consents to, all representations and warranties, covenants, and other terms and provisions of the Agreement.

The parties hereto hereby request that the Designated Borrower be entitled to receive Loans under the Agreement, and understand, acknowledge and agree that neither the Designated Borrower nor the Parent Borrower on its behalf shall have any right to request any Loans for its account unless and until the date five Business Days after the effective date designated by the Administrative Agent in a Designated Borrower Notice delivered to the Parent Borrower and the Lenders pursuant to Section 2.14 of the Agreement.

This Designated Borrower Request and Assumption Agreement shall constitute a Loan Document under the Agreement.

THIS DESIGNATED BORROWER REQUEST AND ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Designated Borrower Request and Assumption Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

[DESIGNATED BORROWER]

By: _____
Title: _____

Parker Drilling Company

By: _____
Title: _____

EXHIBIT I

FORM OF DESIGNATED BORROWER NOTICE

Date: _____, ____,

To: Parker Drilling Company

The Lenders party to the Credit Agreement referred to below

Ladies and Gentlemen:

This Designated Borrower Notice is made and delivered pursuant to Section 2.14 of that certain Credit Agreement, dated as of March [ ], 2019 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "**Agreement**"), among Parker Drilling Company, a Delaware corporation (the "**Parent Borrower**"), the other Borrowers from time to time party thereto, the Lenders from time to time party thereto, Bank of America, N.A., as Administrative Agent and a L/C Issuer, and the other Persons from time to time party thereto, and reference is made thereto for full particulars of the matters described therein. All capitalized terms used in this Designated Borrower Notice and not otherwise defined herein shall have the meanings assigned to them in the Agreement.

The Administrative Agent hereby notifies the Parent Borrower and the Lenders that effective as of the date hereof *[DESIGNATED BORROWER]* shall be a Designated Borrower and may receive Loans for its account on the terms and conditions set forth in the Agreement.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Title: _____

EXHIBIT J

FORM OF SOLVENCY CERTIFICATE

[•], 2019

This Solvency Certificate is furnished pursuant to Section 4.1(a)(xvi) of that certain Credit Agreement, dated as of [•], 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among PARKER DRILLING COMPANY, a Delaware corporation (the "Parent Borrower"), the other Borrowers from time to time party thereto, Bank of America, N.A., as Administrative Agent and a L/C Issuer, the Lenders from time to time party thereto, and the other Persons from time to time party thereto. Unless the context clearly requires otherwise, all capitalized terms defined in the Credit Agreement are used herein with the same meanings.

I, the undersigned, being the [Chief Financial Officer] of the Parent Borrower, **DO HEREBY CERTIFY** to the Administrative Agent and the Lenders solely in my official capacity (and not in any individual capacity) that, as of the Closing Date:

1. The undersigned is familiar with the business and financial position of the Parent Borrower and the other Loan Parties, and in reaching the conclusions set forth in this Solvency Certificate, the undersigned has made such other investigations and inquiries as the undersigned has deemed appropriate; and

2. The Loan Parties, immediately after giving effect to the incurrence of all Indebtedness and obligations being incurred on the Closing Date and to the transactions contemplated by the Plan of Reorganization, on a consolidated basis, are Solvent.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

By: _____
Title: _____

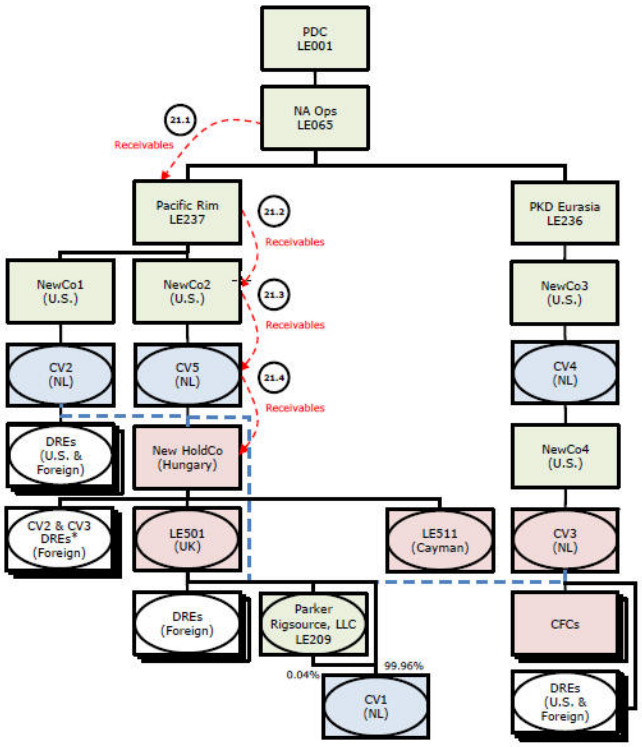
EXHIBIT K

SPECIFIED PERMITTED REORGANIZATION TRANSACTION

Exhibit K

Post-Emergence

Step 21 – Cancellation and Contribution to ITS



** Includes CFC PDC Canada, CFC LE040 & CFC LE026*

Steps

21.1. NA Ops contributes intercompany receivables from New Holdco's International Tubular Services disregarded legal entity group received in Steps 4.12 and 4.13 to Pacific Rim.

21.2. Pacific Rim contributes intercompany receivables from New Holdco's International Tubular Services disregarded legal entity group, received in Step 21.1 to NewCo2 as a capital contribution.

21.3. NewCo2 contributes intercompany receivables from New Holdco's International Tubular Services disregarded legal entity group, received in Step 21.2 to CV5 as a capital contribution.

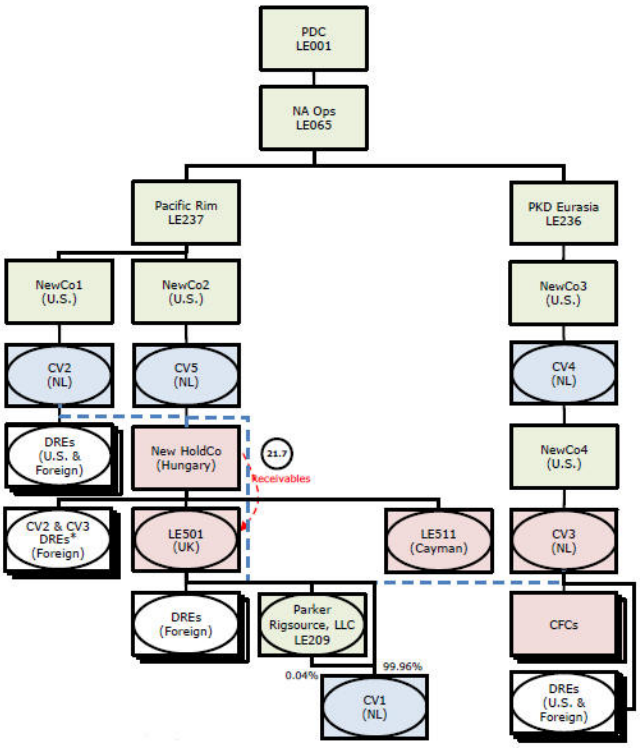
21.4. CV5 contributes intercompany receivables from New Holdco's International Tubular Services disregarded legal entity group, received in Step 21.3 to New HoldCo as a capital contribution.

Legend:

Domestic Entities
First-Tier Foreign Entities
Lower-Tier Foreign Entities

Post-Emergence

Step 21 – Cancellation and Contribution to ITS (continued)



** Includes CFC PDC Canada, CFC LE040 & CFC LE026*

Steps (continued)

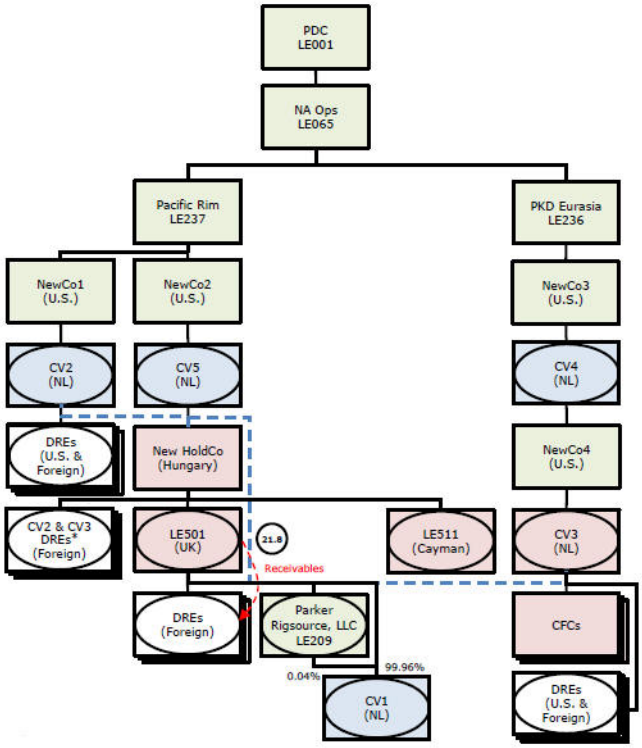
21.5. New Holdco and International Tubular Services (LE501) enter into a loan agreement to formalize the intercompany accounts received in Step 21.4 for which New Holdco is the holder and International Tubular Services (LE501) is the direct obligor.

21.6. New Holdco and International Tubular Services enter into an agreement to cancel the intercompany loan formalized in Step 21.5 and International Tubular Services is released from its debt.

21.7. New HoldCo contributes the intercompany receivables from New Holdco's International Tubular Services disregarded legal entity group, which were not capitalized and released in Steps 21.5 and 21.6 and which were received in Step 21.4 received in Step 21.4, to International Tubular Services legal entity as a capital contribution in exchange for shares in International Tubular Services.

Post-Emergence

Step 21 – Cancellation and Contribution to ITS (continued)



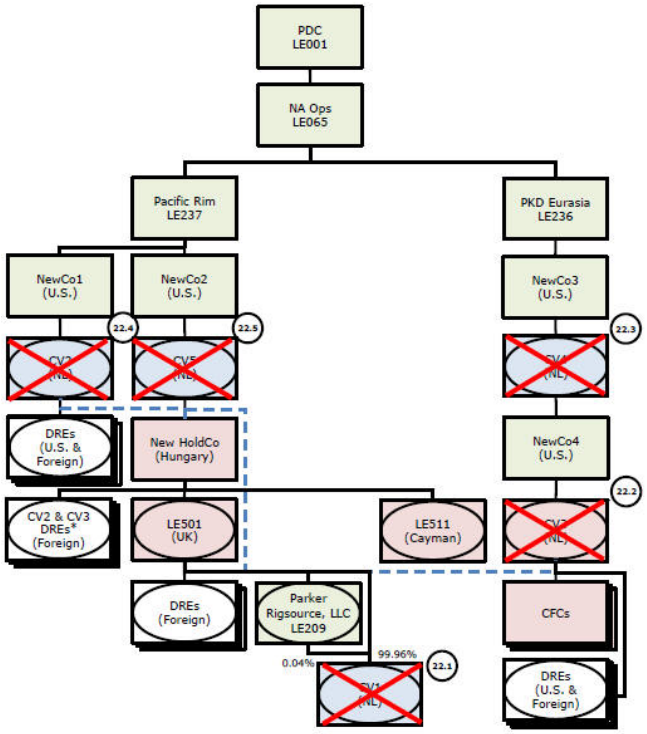
** Includes CFC PDC Canada, CFC LE040 & CFC LE026*

Steps (continued)

21.8. International Tubular Services contributes the intercompany receivables received in Step 21.7 respectively to its wholly owned subsidiaries as capital contributions in exchange for shares of the wholly owned subsidiaries. The intercompany accounts are extinguished after this step.

Post-Emergence

Step 22 – CV Liquidations



** Includes CFC PDC Canada, CFC LE040 & CFC LE026*

Steps

22.1. CV1 enters a formal plan of liquidation.

22.2. CV3 enters a formal plan of liquidation.

22.3. CV4 enters a formal plan of liquidation.

22.4. CV2 enters a formal plan of liquidation.

22.5. CV5 enters a formal plan of liquidation.

Notes:

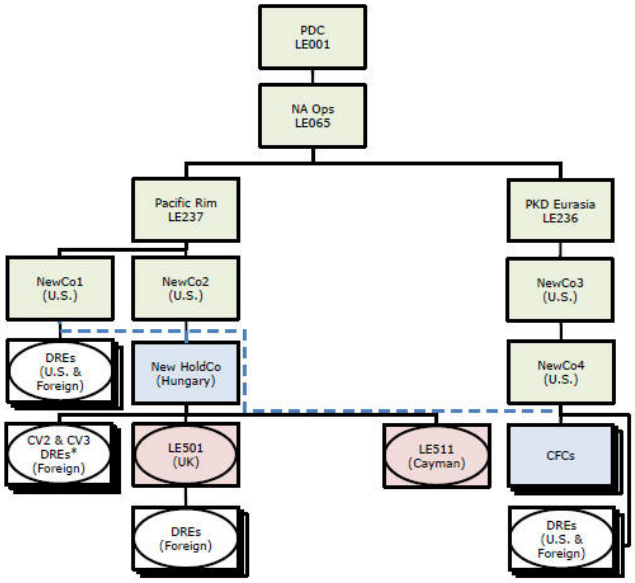
- Steps 22.1 - 22.5 are not anticipated to be fully executed as of the date of emergence.

Legend:

Domestic Entities
First-Tier Foreign Entities
Lower-Tier Foreign Entities

Post-Emergence

Step 23 – Other Liquidations



** Includes CFC PDC Canada, CFC LE040 & CFC LE026*

Steps

23.1. The following inactive entities enter into a formal plan of liquidation:

- LE072: Parker Drilling (Kazakstan), LLC (USA)
- LE220: Parker Drilling Dutch BV (NL)
- LE221: Parker Drilling Offshore B.V. (NL)
- LE040: SaiPar Drilling Co BV (NL)
- LE208: Parker Drillsource LLC (USA)
- LE075: PDC of New Guinea LLC (USA)
- LE209: Parker Rigsource, LLC (US)

Legend:

Domestic Entities
First-Tier Foreign Entities
Lower-Tier Foreign Entities

Entity Legal Name Abbreviations

- PD International Holdings C.V. ("CV1")
- PD Dutch Holdings C.V. ("CV2")
- PD Selective Holdings C.V. ("CV3")
- PD Offshore Holdings, C.V. ("CV4")
- PD ITS Holdings C.V. ("CV5")
- Aral Parker LLP ("LE026")
- SaiPar Drilling Co BV ("LE040")
- KDN Drilling Limited ("LE045")
- Parker Drilling Tengiz, Ltd. ("LE053")
- Parker Drilling (Nigeria) Limited ("LE105")
- International Tubular Services Limited ("LE501")
- Parker Drilling Company ("PDC")
- Parker North America Operations LLC ("NA Ops")
- Parker Technology Inc. ("Parker Tech")
- Parker Drilling Offshore Company LLC ("PKD Offshore")
- Parker Drilling Offshore USA LLC ("PDC Offshore USA")
- Parker Tools, LLC ("Parker Tools")
- Quail Tools, L.P. ("Quail")
- Quail USA, LLC ("Quail USA")
- Parker Drilling de Mexico, S. de R.L. de C.V. ("PKD Mexico")
- Parker Drilling Company of Mexico LLC ("PDC Mexico")
- PD Servicios Integrales, S. de R.L. de C.V. ("PD Servicios")
- Parker Enex, LLC ("Enex")
- Parker Drilling Arctic Operating, LLC ("Arctic")
- Parker Drilling Alaska Services, Ltd ("Alaska")
- Parker Drilling Alaska Svcs U.S. PE ("Alaska Branch")
- Parker Drilling Pacific Rim, Inc. ("Pacific Rim")
- Parker Drilling Eurasia, Inc. ("PKD Eurasia")
- Parker Drilling Canada ("PDC Canada")

EXHIBIT L

LUX RECEIVABLES PLEDGE AGREEMENT

Exhibit L

Dated **[●]**

PD HOLDINGS DOMESTIC COMPANY S.À R.L.

as Pledgor

AND

BANK OF AMERICA, N.A.

AS SECURITY AGENT

AND

[NAME]

as Debtor

RECEIVABLES PLEDGE AGREEMENT

NORTON ROSE FULBRIGHT

Contents

This **FIRST RANKING RECEIVABLES PLEDGE AGREEMENT** (the **Agreement**) is made on [●] between:

(1) **PD Holdings Domestic Company S.à r.l.** (formerly known as Libra Star S.à r.l.), a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg having its registered office at 8-10, avenue de la Gare, L-1610 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce et des Sociétés, Luxembourg*) under number B 227202 (the **Pledgor**);

(2) **Bank of America, N.A.**, a company incorporated under the laws of the United States of America, having its registered office at 901 Main Street, 11th Floor, Dallas, Texas 75202, United States of America acting in its capacity as administrative agent (in such capacity, the **Security Agent**) on behalf of the First Lien Creditors, as this term is defined in the Intercreditor Agreement (as defined below); and

(3) [**NAME**], [Corporate Details] (the **Debtor**).

The Pledgor, the Security Agent and the Debtor are hereinafter collectively referred to as the **Parties** and individually as a **Party**.

WHEREAS:

(A) The Debtor belongs to the corporate group of the Pledgor.

(B) The Pledgor has agreed to enter into this Agreement in connection with the First Lien Documents and the Intercreditor Agreement (as defined below).

IT IS AGREED as follows:

1 Definitions

In this Agreement, unless otherwise indicated, capitalised terms used but not defined herein shall have the same meaning as in the Intercreditor Agreement and:

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in Luxembourg.

Default Notice means the default notice in or substantially in the form of the default notice attached as Schedule 1.

Intercreditor Agreement means the intercreditor agreement, dated 26 March 2019 and entered into by and between, amongst others, the Security Agent, as First Lien Agent, and the Second Ranking Security Agent, as Initial Second Lien Agent, and acknowledged and agreed by the Pledgor.

Intra-Group Liabilities means any and all liabilities governed by Luxembourg law owed from time to time by the Debtor to the Pledgor

Law means the Luxembourg law of 5 August 2005 on financial collateral arrangements

Luxembourg means the Grand Duchy of Luxembourg

Pledge means the first-ranking pledge *(gage de premier rang)* granted by the Pledgor over the Pledged Assets in favour of the Security Agent in accordance with the terms of this Agreement

Pledged Assets means all claims whether actual, future or contingent, whether owed jointly or severally, subordinated or not the Pledgor has or will have against the Debtor under the Intra-Group Liabilities together with, to the extent permitted by law, any accessory rights, claims or actions, including any security interest attaching to such claims

Reorganisation and Winding-up means amalgamation, merger, consolidation or any other type of corporate reconstruction, bankruptcy (*faillite*), suspension of payment (*sursis de paiement*), controlled management (*gestion contrôlée*), composition with creditors (*concordat préventif de la faillite*), liquidation, dissolution or any similar Luxembourg or foreign proceedings affecting the rights of creditors generally.

Rights of Recourse means any right, action or claim the Pledgor may have (whether by way of subrogation, indemnification or otherwise) against any other Obligor which has granted security or guarantee, or is liable, for all or part of the Secured Obligations, including the Pledgor's right of recourse against any such Obligor under articles 1251 3° and 2028 et seq. of the Luxembourg Civil Code and any other right, action, claim or defence the Pledgor may have under articles 2037 et seq. of the Luxembourg Civil Code.

Second Ranking Receivables Pledge Agreement means the Luxembourg law governed second ranking receivables pledge agreement dated on or around the date of this Agreement, entered into by the Pledgor as Pledgor, the Security Agent as First Ranking Security Agent, UMB Bank, National Association as Second Ranking Security Agent (the **Second Ranking Security Agent**) and the Debtor as debtor, pursuant to which the Pledgor has agreed to grant a second ranking pledge (*gage de second rang*) over the Pledged Assets to the Second Ranking Security Agent acting as second ranking security agent for the Second Lien Obligations (as defined therein).

Secured Obligations means the First Lien Obligations.

2 Construction

2.1 The principles of construction and interpretation set out in Article 1.2 (*Certain Matters of Construction*) of the Intercreditor Agreement shall apply to this Agreement unless otherwise stated herein or the context requires otherwise, and any reference in this Agreement to:

(a) any document or agreement are references to that document or agreement as amended, supplemented, novated and/or restated from time to time;

(b) a Party includes its successors, assignees, transferees or novated parties;

(c) a person means any individual, firm, company, corporation, government or state, or any association, trust, partnership or other entity;

(d) clause and Schedule headings are for reference purposes only;

(e) a law is a reference to that law as amended or re-enacted; and

(f) any reference to the Agreement is a reference to this Agreement including its recitals and schedules (if any).

2.2 Words denoting the singular include the plural and vice versa, and words denoting either gender include the other.

3 Creation of Pledge

As security for the full payment and discharge of the Secured Obligations, the Pledgor hereby grants a continuing first-ranking pledge (*gage de premier rang*) over the Pledged Assets in favor of the Security Agent.

4 Perfection

4.1 In accordance with article 5(4) of the Law, the Debtor and the Security Agent hereby accept and acknowledge the Pledge.

4.2 The Pledgor undertakes to take or cause to be taken all additional steps or actions, to the extent required by any applicable laws, for the perfection of the Pledge.

4.3 Without prejudice to the above, the Pledgor irrevocably authorizes and empowers the Security Agent (with full power of substitution) to take or cause any steps to be taken to perfect this Pledge.

5 Right to the Pledged Assets

5.1 Until the occurrence of an Event of Default, the Pledgor shall be entitled to receive payment of the Pledged Assets or to exercise all the rights it has under the Pledged Assets subject to the Pledgor being in compliance with the First Lien Documents.

5.2 Upon the occurrence of an Event of Default, the Security Agent shall be entitled to send a Default Notice to the Debtor and the Pledgor shall no longer be entitled to receive payment of the Pledged Assets or to exercise all the rights it has under the Pledged Assets.

6 Effectiveness of the Pledge

6.1 The Pledge shall be a continuing first-ranking pledge (*gage de premier rang*) and shall not be considered as satisfied, discharged or prejudiced by any intermediate payment, satisfaction or settlement of any part of the Secured Obligations, but shall remain in full force and effect until it has been released in accordance with clause 12 below.

6.2 The Security Agent's rights pursuant to this Agreement are cumulative, additional to, and independent of those provided by law or by any agreement with, or any security in favor of the Security Agent in respect of the Secured Obligations.

6.3 No failure or delay by the Security Agent to exercise any of its rights or remedies under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such rights or remedies preclude any other or future exercise thereof.

6.4 Neither the Pledgor's obligations, nor the rights, powers and remedies granted to the Security Agent, by any First Lien Documents or by any applicable law, nor the Pledge, shall be discharged, impaired or otherwise affected by:

(i) any amendment, novation, waiver or release (other than a release granted in accordance with clause 12 below) of any Secured Obligations or any First Lien Documents;

(ii) any failure to take, or to take in full, any other security contemplated by the First Lien Documents or otherwise agreed to be taken in respect of the Secured Obligations;

(iii) any failure to realise or to realise in full the value of any security taken in respect of the Secured Obligations; or

(iv) any release (in full or in part), exchange or substitution of any security taken in respect of the Secured Obligations (other than the Pledge granted under this Agreement)..

7 Representations and Warranties

Representations and warranties by the Pledgor

7.1 The Pledgor hereby represents and warrants to the Security Agent that:

(a) it is a company duly incorporated and validly existing under the laws of its place of incorporation, registered office, and place of central administration, as the case may be, it has full power and authority to enter into this Agreement and perform its obligations thereunder and has duly executed this Agreement;

(b) its place of central administration and, for the purpose of the Regulation (EU) No. 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast), the center of its main interests (*centre des intérêts principaux*) is at its registered office (*siège statutaire*) in Luxembourg;

(c) this Agreement (a) constitutes its legal, valid, binding and enforceable obligations and (b) upon completion of the registration formalities referred to in clause 4, creates a duly perfected first-ranking pledge (*gage de premier rang*) over the Pledged Assets in favour of the Security agent;

(d) it is the sole owner of the Pledged Assets and the Pledged Assets have neither been sold, transferred, lent, assigned, disposed of, pledged nor in any other way encumbered and are not subject to any option or similar rights, in each case other than pursuant to this Agreement and pursuant to the Second Ranking Receivables Pledge Agreement;

(e) no litigation is pending or, to the best of its knowledge, threatened against it;

(f) the Pledge is (a) not in breach of any term or provision of its constitutional documents, (b) does not conflict with or result in a breach, violation or acceleration of, or default under any other agreement or instrument to which it is a party and (c) does not conflict with, or result in a breach of any law or regulation, of any judgement by any court, of any decision of a governmental authority or any arbitration award by which it is bound;

(g) it has not taken any action nor have any legal proceedings been started or threatened with a view to its Reorganisation andWinding-up or to the Reoganisation or Winding-up of the Debtor; and

Representations and warranties by the Debtor

7.2 The Debtor represents and warrants the matters set out in clause 7.1, paragraphs (a), (e) and (g).

7.3 The representations and warranties set out in this clause 7 are made on the date of this Agreement and are deemed to be repeated on each occasion the Pledgor makes, remakes or is deemed to make or remake the representations and warranties in the First Lien Documents.

8 Undertakings

8.1 The Pledgor hereby undertakes:

(a) to assist the Security Agent in exercising any of its rights and powers under this Agreement;

(b) to assist or cause the Debtor to assist, the Security Agent in exercising any of its right and powers under this Agreement;

(c) to assist the Security Agent in obtaining any necessary approvals and authorizations from any relevant persons in order to enforce the Pledge;

(d) not to lease, sell, dispose of, pledge or otherwise encumber, all or any part of the Pledged Assets or any interest therein to anyone other than pursuant to this Agreement and pursuant to the Second Ranking Receivables Pledge Agreement;

(e) not to take or permit to be taken, any action which could potentially affect the Pledge or the value of the Pledged Assets and to immediately inform the Security Agent of any event which could potentially have the same; and

(f) it will ensure that no counterclaims as to which a right ofset-off or right of retention could be exercised may exist with respect to the Pledged Assets.

8.2 The Debtor hereby undertakes:

(a) to assist the Security Agent in exercising any of its rights and powers under this Agreement; and

(b) to assist the Security Agent in obtaining any necessary approvals and authorizations from any relevant persons in order to enforce the Pledge

(c) [to maintain its place of central administration and, for the purpose of the Regulation (EU) No. 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (*Recast*), the centre of its main interests (*centre des intérêts principaux*) at its registered office (*siège statutaire*) in Luxembourg][1];

(d) not to take or permit to be taken, any action which could reasonably be expected to adversely affect the Pledged Assets and to promptly inform the Security Agent of any event which could reasonably be expected to have the same effect.

9 Further Assurances

9.1 The Pledgor and the Debtor shall promptly execute and perform whatever the Security Agent may require for the perfection, protection or exercise of any right, power, authority or discretion conferred on the Security Agent under this Agreement and the Intercreditor Agreement or to facilitate the enforcement of any such rights or any part thereof.

10 Enforcement

10.1 Upon the occurrence of an Event of Default, in accordance with the Intercreditor Agreement, the Security Agent shall be entitled, without any prior notice (*mise en demeure*), to enforce the Pledge by any means provided by the Law.

10.2 In particular, the Security Agent may:

(i) appropriate any of the Pledged Assets at their fair value as determined by an independent external auditor (*réviseur d'entreprises agréé*) appointed by the Security Agent, whose valuation shall be binding, (save in case of manifest error) taking into account, *inter alia*, the nominal value of those Pledged Assets, any interest payable and the solvency of the Debtor;

The Security Agent shall determine the date on which the appropriation becomes effective, it being understood that the valuation may be carried out before or after the appropriation. If the valuation is made after the appropriation, the fair value of the Pledged Assets will be determined as at the date of the appropriation; and

1 Only to he extent the Debor is a Luxembourg entity.

(ii) elect, at its sole discretion, to appoint another person to which the right to appropriate the Pledged Assets will be transferred in lieu of the Security Agent, it being understood that such appointment shall not affect the Security Agent's rights and obligations against the Pledgor;

(b) sell or cause the sale of any of the Pledged Assets:

(i) by public auction held by a public officer designated by the Security Agent; or

(ii) in a private transaction at arm's length conditions (*conditions commerciales normales*);

(c) request direct payment of the Pledged Assets from the Debtor;

(d) to apply to court to be authorized to make the appropriation of the Pledged Assets at a price to be determined by an expert; or

(e) realise the Pledged Assets in any other manner permitted by the Law.

11 Application of Proceeds

Any monies received by the Security Agent upon enforcement of the Pledge or pursuant to this Agreement shall be applied against any outstanding Secured Obligations in accordance with the Intercreditor Agreement and the First Lien Documents.

12 Release

12.1 In accordance with the Intercreditor Agreement, if the Security Agent is satisfied that all the Secured Obligations have been irrevocably and unconditionally paid and discharged in full, the Security Agent shall release the Pledge and discharge the Pledgor from its obligations under this Agreement. The Security Agent shall inform the Debtor of the release.

12.2 If after the release of the Pledge, any payment made by the Pledgor in respect of the Secured Obligations is declared null and void, the Pledgor shall immediately grant a new pledge over the Pledged Assets, subject to the same terms and conditions as the Pledge granted under this Agreement, until the Secured Obligations have been irrevocably and unconditionally paid and discharged in full.

13 Waivers

13.1 The Pledgor hereby expressly waives any Rights of Recourse or any other similar rights (including by way of provisional measures such as provisional attachment (*saisie-conservatoire*) or by way of set-off), except as permitted by the Security Agent. This clause shall remain in full force and effect, notwithstanding any discharge or release (whether partial or in full) of the Secured Obligations or any termination of this Agreement.

13.2 The Pledgor expressly waives any right it may have of first requiring the Security Agent to proceed against any other Obligor or enforce any guarantee or any other security taken in respect of the Secured Obligations before enforcing the Pledge, including any rights and defences under articles 2021 *et seq.* of the Luxembourg Civil Code.

13.3 The Debtor hereby expressly waives any rights and defences (including by way ofset-off) it may have against the Pledgor or against the Security Agent in respect of the Pledged Assets.

14 Liability and Indemnity

The Pledgor shall indemnify the Security Agent for any losses, liabilities or damages (including legal fees), suffered by the Security Agent arising under this Agreement, except insofar as they have been caused by the Security Agent's gross negligence (*faute lourde*) or willful misconduct (*faute intentionnelle*) as determined by a court of competent jurisdiction by final andnon-appealable judgment, in each case under this clause 14 in accordance with Section 10.4(b) of the Initial First Lien Loan Agreement, which is incorporated by reference herein, *mutatis mutandis* as the agreement of the Pledgor.

15 Costs and Expenses

The Pledgor shall bear all costs, fees, duties and other amounts arising under this Agreement (including legal fees), including expenses incurred in connection with the negotiation, preparation, execution, enforcement, preservation of any rights or release under or in connection with this Agreement, in each case under this clause 15 in accordance with Section 10.4(a) of the Initial First Lien Loan Agreement, which is incorporated by reference herein, *mutatis mutandis* as the agreement of the Pledgor.

16 Power of Attorney

16.1 The Pledgor irrevocably and unconditionally grants the Security Agent a power of attorney (with full power of substitution) to execute all documents and perform whatever actions the Security Agent may deem necessary to carry out any of the Pledgor's obligations under this Agreement.

16.2 The Pledgor hereby agrees to ratify and confirm all actions performed and all documents executed by the Security Agent in the exercise of this power of attorney.

None of the provisions of this Agreement may be waived, altered or amended, except by a written agreement, duly executed by all Parties.

17 Notices

Any notice or other communication in connection with this Agreement shall be given in accordance with Section 10.2 of the Initial First Lien Loan Agreement.

18 Assignment – Transfer

18.1 The Pledgor may not assign any of its rights under this Agreement. The Security Agent may assign the benefit of the Pledge and, in general, all or any part of its rights and obligations under this Agreement without affecting the Pledge. Such assignment shall be enforceable towards the Pledgor and the Debtor upon notification of such assignment in accordance with article 1690 of the Luxembourg Civil Code.

18.2 This Agreement shall remain in effect despite any amalgamation or merger (however effected) relating to the Security Agent or the First Lien Creditors. In the case of an assignment, transfer or novation by the First Lien Creditors to one or several transferees, of all or any part of their rights or obligations under any First Lien Documents, the Security Agent shall preserve all its rights under this Agreement, as expressly permitted under articles 1278 to 1281 of the Luxembourg Civil Code, so that the Pledge shall automatically, and without any formality, benefit to any such transferees.

19 Severability

19.1 The illegality, invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the legality, validity or enforceability:

(a) in that jurisdiction, of any other provision of this Agreement, or

(b) in any other jurisdiction, of that or any other provisions of this Agreement.

19.2 The illegal, invalid or unenforceable provision shall be replaced by a new provision reflecting the intention of the Parties.

20 Entire Agreement

This Agreement contains the full, final and complete understanding between the Parties relating to its subject matter, and supersedes all prior negotiations, agreements, understandings or arrangements, whether written or oral.

21 Conflicting Provisions

21.1 Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail.

21.2 The provisions of this Agreement are without prejudice to the provisions of the Intercreditor Agreement. In case of inconsistency, the provisions of the Intercreditor Agreement shall prevail.

22 Governing Law

This Agreement is governed by, and shall be construed in accordance with, Luxembourg law.

23 Jurisdiction

Any dispute arising out of or in connection with this Agreement, including a dispute regarding its existence, validity, interpretation, performance or termination, shall be subject to the exclusive jurisdiction of the District Court of the City of Luxembourg (*Tribunal d'arrondissement de et à Luxembourg*).

24 Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same Agreement.

This Agreement has been executed in three originals, each Party acknowledging having received its own original, on the day and year first above written.

[*Signature page follows*]

SIGNED by **THE PLEDGOR**)

For and on behalf of **PD HOLDINGS DOMESTIC COMPANY S.À R.L.**)

)

[Signature/Title]

SIGNED by **THE SECURITY AGENT**)

For and on behalf of)

BANK OF AMERICA, N.A.)

[Signature/Title]

SIGNED by **THE DEBTOR**)

[NAME])

)

[Signature/Title]

Schedule 1

Form of Default Notice

[*ON THE LETTERHEAD OF THE SECURITY AGENT*]

By fax and registered mail

To: **[NAME]**
[●]
Facsimile: [●]
Attention: [●]

Copy: [**PD Holdings Domestic Company S.à r.l.**]
[●] [●]
Facsimile: + [●]
Attention: [●]

[*insert date*]

Dear Sirs

Default Notice

1 We refer to the receivables pledge agreement (the **Agreement**" dated [●] and entered into by ourselves as security agent (the **Security Agent**) and [●] as pledgor over the Pledged Assets (as defined in the Agreement).

2 Please note that an Event of Default (as defined in the Agreement) has occurred.

We therefore request that on receipt of this default notice, you (i) immediately cease to pay any amounts (whether in principal, interest or otherwise), which are due and payable to the Pledgor and (ii) pay such amounts directly to us.

3 Please confirm receipt of this default notice immediately by return of fax, with a copy to the Pledgor.

4 Capitalised terms used herein shall have the same meaning as in the Agreement.

Yours sincerely

[insert name of the Security Agent]

Exhibit 10.2

SECOND LIEN TERM LOAN CREDIT AGREEMENT

Dated as of March 26, 2019

among

PARKER DRILLING COMPANY,
as Borrower,

UMB Bank, N.A.,
as Administrative Agent,

and

THE LENDERS
from time to time party hereto

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SECOND LIEN TERM LOAN CREDIT AGREEMENT

This SECOND LIEN TERM LOAN CREDIT AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of March [26], 2019, among PARKER DRILLING COMPANY, a Delaware corporation (the "Borrower"), each lender from time to time party hereto (collectively, the "Lenders" and, individually, a "Lender"), and UMB Bank, N.A., as the Administrative Agent.

PRELIMINARY STATEMENTS:

WHEREAS, on December 12, 2018, Borrower and certain of its direct and indirect Subsidiaries (collectively, the "Debtors"), as debtors and debtors-in-possession, commenced voluntary cases under chapter 11 of Title 11 of the United States Code in the Southern District of Texas Houston Division (the "Bankruptcy Court"), which cases are being jointly administered (the "Cases");

WHEREAS, the Amended Joint Chapter 11 Plan of Reorganization filed by the Loan Parties in the Cases with the Bankruptcy Court on January 23, 2019 to implement the Restructuring Transactions (as defined in the RSA) (as amended, supplemented, or otherwise modified from time to time the "Plan of Reorganization") has been confirmed pursuant to the Confirmation Order;

WHEREAS, Borrower has requested, and the Lenders have agreed to make available to Borrower, a second lien senior secured term loan credit facility subject to the terms and conditions set forth in this Agreement, to consummate the Plan of Reorganization in accordance with its terms;

WHEREAS, under the second lien senior secured term loan credit facility, in exchange for good and valuable consideration the sufficiency of which is hereby acknowledged by the Borrower, Lenders shall be deemed to have made certain term loans;

WHEREAS, Borrower desires to secure all of its Obligations under the Loan Documents by granting to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and lien upon substantially all of its personal property (subject to the limitations set forth herein and in the Collateral Documents); and

WHEREAS, subject to the terms hereof, each Guarantor is willing to guarantee all of the Obligations of Borrower and to grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and lien upon substantially all of its personal property (subject to the limitations set forth herein and in the Collateral Documents).

NOW, THEREFORE, the Lenders are willing to extend such credit to Borrower on the terms and subject to the conditions set forth herein. Accordingly, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"2019 Mortgage" means that certain Preferred Fleet Mortgage, executed by Parker Drilling Offshore USA, L.L.C., in favor of UMB Bank, N.A. in its capacity as Administrative Agent and trustee, entered into in connection with this Agreement pursuant to the terms thereof.

"2020 Notes Claim" shall have the meaning specified in the Plan of Reorganization.

"2022 Notes Claim" shall have the meaning specified in the Plan of Reorganization.

"ABL Agent" means the administrative agent under the ABL Credit Agreement.

"ABL Credit Agreement" means that certain Credit Agreement, dated as of the Closing Date, among the Borrower, certain subsidiaries of the Borrower party thereto from time to time, each lender from time to time party thereto, and ABL Agent (as amended, amended and restated, supplemented or otherwise modified from time to time).

"ABL Loan Documents" means the "Loan Documents" as defined in the ABL Credit Agreement.

"ABL Obligations" means the "Obligations" as defined in the ABL Credit Agreement.

"Acquired Debt" means, with respect to any specified Person, (i) Indebtedness of any other Person existing at the time such other Person is merged with or into or becomes a Subsidiary of such specified Person, whether or not such Indebtedness is incurred in connection with, or in contemplation of, such other Person merging with or into or becoming a Subsidiary of such specified Person, and (ii) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"Administrative Agent" means UMB Bank, N.A. in its capacity as administrative agent under this Agreement and the other Loan Documents to which it is a party, or any successor administrative agent.

"Administrative Agent's Office" means the Administrative Agent's address and, as appropriate, account as set forth onSchedule 10.02 or such other address or account as the Administrative Agent may from time to time notify to the Borrower and the Lenders.

"Administrative Questionnaire" means an Administrative Questionnaire in any form approved by the Administrative Agent.

"Affiliate" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. Notwithstanding anything to the contrary contained herein, in no event shall any Lender or Administrative Agent be deemed an Affiliate of the Borrower or any of its subsidiaries solely by virtue of its capacity as a Lender or Administrative Agent hereunder.

"Agent" means, collectively, the Administrative Agent and any other agent appointed in accordance with the terms of this Agreement, if any.

"Agreement" has the meaning specified in the introductory paragraph hereto.

"All-In Yield" means, as to any Indebtedness, the yield thereof, whether in the form of interest rate, margin, original issue discount, upfront fees, or otherwise, in each case incurred or payable by the Borrower generally to the Lenders; provided that (i) original issue discount and upfront fees shall be equated to an interest rate assuming a four-year life to maturity (or, if less, the stated life to maturity at the time of its incurrence of the applicable Indebtedness), (ii) "All-In Yield" shall not include arrangement fees, structuring fees, commitment fees and underwriting fees or other fees not paid generally to all Lenders of such Indebtedness and (iii) if and to the extent such Indebtedness was originally issued with original issue discount or upfront fees and was subsequently repriced through an amendment in connection with which no additional original issue discount or upfront fees were incurred, the original issue discount or upfront fees with respect to the original issuance of such Indebtedness will be taken into account.

"Applicable Discount" has the meaning assigned to such term in the definition of "Dutch Auction".

"Applicable Discount Notice" has the meaning assigned to such term in the definition of "Dutch Auction".

"Applicable Order of Purchase" has the meaning assigned to such term in the definition of "Dutch Auction".

"Applicable Percentage" means, with respect to any Lender at any time, the percentage (carried out to the ninth decimal place) of the Commitments and aggregate outstanding principal amount of Loans of any Class represented by such Lender's Commitment and outstanding principal amount of Loans of such Class at such time. As of the Closing Date, the Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01 and thereafter in the Assignment and Assumption (or such other instrument) pursuant to which such Lender becomes a party hereto, as applicable.

"Applicable Rate" means, (i) with respect to Initial Loans, 13% per annum and (ii) with respect to any Incremental Loan, the applicable percentages per annum set forth in the relevant Incremental Amendment.

"Appropriate Lender" means, at any time, with respect to Loans or Commitments of any Class, a Lender that has a Commitment or holds a Loan of such Class at such time.

"Approved Fund" means any Fund that is administered, managed, advised or sub-advised by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers, manages, co-manages or advises a Lender.

"Asset Sale" means (i) the sale, lease, conveyance or other disposition of any assets or rights including by means of a merger, consolidation or similar transaction; provided that the sale, conveyance or other disposition of all or substantially all of the assets of the Borrower and its Subsidiaries taken as a whole will be governed by 2.05(b)(i) and/or Section 7.04 hereof and not by Section 7.05 hereof, and (ii) the issuance of Equity Interests in any of the Borrower's Subsidiaries or the sale of Equity Interests in any of its Subsidiaries (other than directors' qualifying shares). Notwithstanding the preceding, the following items shall be deemed not to be Asset Sales: (i) any single transaction or series of related transactions that involves assets having a fair market value of less than $10.0 million, (ii) a transfer of assets between or among the Loan Parties or between or among any Subsidiaries that are not Loan Parties, (iii) an issuance of Equity Interests by a Subsidiary to the Borrower or to another Subsidiary, (iv) the sale or lease of equipment, inventory, accounts receivable, services or other assets in the Ordinary Course of Business or the sale of inventory to any joint venture in which the Borrower owns directly or indirectly at least 50% of the Equity Interests for resale by such joint venture to its customers in the Ordinary Course of Business, (v) the sale or other disposition of cash or Cash Equivalents, (vi) a Restricted Payment that is permitted by Section 7.06 hereof or a Permitted Investment, (vii) dispositions in connection with Permitted Liens, (viii) the sale of a rig built by the Borrower or any of its Subsidiaries for the purpose of sale to a customer where the sale proceeds are recorded in the Borrower's consolidated financial statements as operating income in accordance with generally accepted accounting principles in the United States, (ix) sales or other dispositions of damaged, worn-out or obsolete equipment or assets that, in the Borrower's reasonable judgment, are either (A) no longer used or (B) no longer useful in the business of the Borrower or its Subsidiaries, (x) any trade or exchange by the Borrower or any Subsidiary of one or more drilling rigs for one or more other drilling rigs owned or held by another Person, provided that (A) the fair market value of the drilling rig or rigs traded or exchanged by the Borrower or such Subsidiary (including any cash or Cash Equivalents to be delivered by the Borrower or such Subsidiary) is reasonably equivalent to the fair market value of the drilling rig or rigs (together with any cash or Cash Equivalents) to be received by the Borrower or such Subsidiary and (B) such exchange is approved by a majority of the disinterested members of the board of directors of the Borrower, (xi) any transfer by the Borrower or any Subsidiary to its customers of drill pipe, tools and associated drilling equipment utilized in connection with a drilling contract for the employment of a drilling rig in the Ordinary Course of Business, (xii) sales or grants of licenses or sublicenses to use the patents, trade secrets, know-how and other intellectual property, and licenses, leases or subleases of other assets, of the Borrower or any Subsidiary to the extent not materially interfering with the business of the Borrower and the Subsidiaries, (xiii) any surrender or waiver of contract rights or the settlement, release or surrender of contract, tort or other claims of any kind, (xiv) voluntary termination of any Hedging Obligations, (xv) transfers of property subject to casualty and condemnation proceedings, and (xvi) any transaction required to consummate the Specified Permitted Reorganization.

"Asset Sale Offer" has the meaning specified in Section 2.05(b)(ii).

"Asset Sale Payment Date" has the meaning specified in Section 2.05(b)(ii).

"Assignee Group" means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds administered, managed, co-managed or advised by the same investment advisor.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 10.06(b)) and accepted by the Administrative Agent, in substantially the form of Exhibit E-1 or any other form (including electronic documentation generated by use of an electronic platform) approved by the Administrative Agent.

"Attributable Indebtedness" means, on any date, (a) in respect of any Capitalized Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease or similar payments under the relevant lease or other applicable agreement or instrument that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease or other agreement or instrument were accounted for as a Capitalized Lease and (c) all Synthetic Debt of such Person.

"Auction Amount" has the meaning assigned to such term in the definition of "Dutch Auction".

"Auction Expiration Time" has the meaning assigned to such term in the definition of "Dutch Auction".

"Auction Notice" has the meaning assigned to such term in the definition of "Dutch Auction".

"Auction Party" or "Auction Parties" has the meaning assigned to such term in the definition of "Dutch Auction" or as specified in Section 2.05 as the context may require.

"Audited Financial Statements" means the audited consolidated balance sheet of the Borrower and its Subsidiaries for each of the fiscal years ended on December 31, 2017 and, to the extent available on or prior to the Closing Date, December 31, 2018, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal years of the Borrower and its Subsidiaries, including the notes thereto.

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

"Bail-In Legislation" means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"Bank of America" means Bank of America, N.A. and its successors.

"Bankruptcy Court" has the meaning specified in the recitals hereto.

"Beneficial Owner" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition. The terms "Beneficially Owns" and "Beneficially Owned" have correlative meanings.

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

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"Borrower" has the meaning specified in the introductory paragraph hereto.

"Borrower Materials" has the meaning specified in Section 6.02.

"Borrowing" means a borrowing or deemed borrowing consisting of Loans.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, New York or the state where the Administrative Agent's Office is located.

"Capitalized Leases" means all leases that have been or should be, in accordance with GAAP, recorded as capitalized leases.

"Cases" has the meaning specified in the recitals hereto.

"Cash Equivalents" means any of the following:

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; *provided* that the full faith and credit of the United States of America is pledged in support thereof;

(b) time deposits, Euro time deposits or overnight bank deposits with, or insured certificates of deposit or bankers' acceptances of, any commercial bank that (i) (A) is a Lender or (B) is organized under the laws of the United States of America, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States of America, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (c) of this definition and (iii) has combined capital and surplus of at least $500,000,000, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(c) commercial paper issued by any Person organized under the laws of any state of the United States of America and rated at least "Prime-2" (or the then equivalent grade) by Moody's or at least "A-2" (or the then equivalent grade) by S&P, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(d) repurchase obligations of any Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than 30 days with respect to securities issued or fully guaranteed or insured by the United States government;

(e) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by S&P or A by Moody's;

(f) securities with maturities of 180 days or less from the date of acquisition backed by standby letters of credit issued by any Lender or any commercial bank satisfying the requirements of clause (b) of this definition;

(g) Investments, classified in accordance with GAAP as current assets of the Borrower or any of its Subsidiaries, in money market investment programs which are administered by financial institutions that have the highest rating obtainable from either Moody's or S&P, and the portfolios of which are limited solely to Investments of the character, quality and maturity described in clauses (a) through (f) of this definition; and

(h) shares of any money market fund for which an affiliate of Bank of America provides investment advisory services.

"Cash Interest" has the meaning specified in Section 2.08(a).

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and any successor statute.

"CFC" means a "controlled foreign corporation" as defined in Section 957 of the Code.

"CFC Holdco" means any direct or indirect Domestic Subsidiary that has no material assets (as determined in good faith by the Borrower in consultation with the Administrative Agent) other than Equity Interests or debt instruments in (A) one or more CFCs (other than Excluded Foreign Subsidiaries) or (B) one or more other CFC Holdcos.

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

"Change of Control" means the occurrence of any of the following:

(a) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation) in one or a series of related transactions, of all or substantially all of the assets of the Borrower and its Subsidiaries, taken as a whole, to any "person" (as such term is used in Section 13(d)(3) of the Exchange Act);

(b) the adoption of a plan by the stockholders of the Borrower relating to the liquidation or dissolution of the Borrower;

(c) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as the term is used in Section 13(d)(3) of the Exchange Act), other than a Permitted Holder, becomes the Beneficial Owner, directly or indirectly, of more than 50% of the voting power of the Voting Stock of the Borrower; or

(d) a "change of control", or like event, as defined in the ABL Credit Agreement.

"Change of Control Notice" has the meaning specified in Section 2.05(b)(i).

"Change of Control Offer" has the meaning specified in Section 2.05(b)(i).

"Change of Control Payment Date" has the meaning specified in Section 2.05(b)(i).

"Class" (a) when used with respect to any Lender, refers to whether such Lender has a Loan or Commitment with respect to a particular Class of Loans or Commitments, (b) when used with respect to Commitments, refers to whether such Commitments are Initial Commitments or Incremental Commitments, and (c) when used with respect to Loans or a Borrowing, refers to whether such Loans, or the Loans comprising such Borrowing, are Initial Loans or Incremental Loans. Commitments (and in each case, the Loans made pursuant to such Commitments) that have different terms and conditions shall be construed to be in different Classes. Commitments (and, in each case, the Loans made pursuant to such Commitments) that have the same terms and conditions shall be construed to be in the same Class.

"Closing Date" means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 10.01.

"Code" means the Internal Revenue Code of 1986.

"Collateral" means all of the "Collateral" and "Vessels" referred to in the Collateral Documents and all of the other Property of the Loan Parties, now owned or hereafter acquired, that is or is intended under the terms of the Collateral Documents to be subject to Liens in favor of the Administrative Agent for the benefit of the Secured Parties (and excluding, for the avoidance of doubt, any Excluded Assets (as defined in the Security Agreement)).

"Collateral Documents" means, collectively, the Security Agreement, the Lux Security Agreements, the Mortgages, each of the supplements (or amendments and/or restatements, as applicable) to any of the foregoing, any Control Agreements, mortgages, collateral assignments, Security Agreement Supplements, security agreements (including intellectual property security

agreements), pledge agreements or other similar agreements, instruments, filings or recordings (and amendments to the foregoing, as applicable) delivered to the Administrative Agent pursuant to Section 6.09, and each of the other agreements, instruments, documents, filings or recordings that creates or purports to create (or continue) a Lien in favor of the Administrative Agent for the benefit of the Secured Parties.

"Commitments" means the Initial Commitments and the Incremental Commitments.

"Committed Loan Notice" means a notice of a Borrowing, which shall be substantially in the form of Exhibit A or such other form as may be approved by the Administrative Agent, appropriately completed and signed by a Responsible Officer of the Borrower.

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

"Compliance Certificate" means a certificate duly executed by a Responsible Officer of the Borrower substantially in the form of Exhibit D.

"Confirmation Order" means the order of the Bankruptcy Court confirming the Plan of Reorganization pursuant to Section 1129 of the Bankruptcy Code of the United States.

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

"Consolidated EBITDA" means, at any date of determination, for any period, an amount equal to Consolidated Net Income of the Borrower and its Subsidiaries on a consolidated basis for such period plus (a) the following to the extent deducted in calculating such Consolidated Net Income: (i) Consolidated Interest Charges, amortization or writeoff of debt discount and debt issuance costs and commissions, discounts, and other fees and charges associated with Indebtedness for such period, (ii) the provision for Federal, state, local and foreign income taxes payable by the Borrower and its Subsidiaries for such period, (iii) depreciation and amortization expense, (iv) amortization of intangibles (including, but not limited to, goodwill) and organization costs, (v) other extraordinary, unusual or non-recurring expenses or losses of the Borrower and its Subsidiaries reducing such Consolidated Net Income (including, whether or not otherwise includable as a separate item in the statement of Consolidated Net Income for such period, losses on sales of assets outside of the Ordinary Course of Business), *provided* that, in the case of such extraordinary, unusual or nonrecurring expenses or losses, such additions are found to be acceptable by the Required Lenders, acting reasonably, (vi) restructuring costs and any consulting or professional fees incurred in connection with the Cases, and (vii) other non-cash charges and minus (b) the following to the extent included in calculating such Consolidated Net Income: (i) Federal, state, local and foreign income tax credits of the Borrower and its Subsidiaries for such period, (ii) any extraordinary, unusual or non-recurring income or gains (including, whether or not otherwise includable as a separate item in the statement of such Consolidated Net Income for such period, gains on the sales of assets outside of the Ordinary Course of Business), *provided* that, in the case of such extraordinary, unusual or non-recurring income or gains, such deductions are found to be acceptable by the Required Lenders, acting reasonably, (iii) any othernon-cash income, all as determined on a consolidated basis (iv) items of income or gain relating to the Cases, and (v) the amount of any cash expenditures during such period in respect of items that were added as non-cash charges in determining Consolidated EBITDA for a prior period.

"Consolidated Interest Charges" means, for any period, for the Borrower and its Subsidiaries on a consolidated basis, the sum of total interest expense (including that attributable under Capitalized Leases) for such period with respect to all outstanding Indebtedness of the Borrower and its Subsidiaries (including, without limitation, all commissions, discounts and other fees and charges owed by the Borrower or its Subsidiaries with respect to letters of credit and bankers' acceptance financing and net costs under hedge agreements in respect of interest rates to the extent such net costs are allocable to such period in accordance with GAAP).

"Consolidated Leverage Ratio" means, as of the last day of any Measurement Period, the ratio of (a) Consolidated Total Debt as of such date to (b) Consolidated EBITDA for such Measurement Period.

"Consolidated Net Income" means, for any period, for the Borrower and its Subsidiaries determined on a consolidated basis in accordance with GAAP, the consolidated net income (or loss) of the Borrower and its Subsidiaries for that period; *provided*, that in calculating Consolidated Net Income of the Borrower and its consolidated Subsidiaries for any period, there shall be excluded (a) the net income (or deficit) of any Person accrued prior to the date it becomes a Subsidiary of the Borrower or is merged into or consolidated with the Borrower or any of its Subsidiaries, (b) the net income (or deficit) of any Person (other than a Subsidiary of the Borrower) in which the Borrower or any of its Subsidiaries has an ownership interest, except to the extent that any such net income is actually received by the Borrower or such Subsidiary in the form of cash dividends or similar cash distributions and (c) the net income of any Subsidiary of the Borrower to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary is not at the time permitted by the terms of any Contractual Obligation (other than under any Loan Document) or Requirement of Law applicable to such Subsidiary (*provided* that, 100% of any net losses of such Subsidiary shall be included).

"Consolidated Tangible Assets" means, with respect to any Person as of any date of determination, the amount which, in accordance with GAAP, would be set forth under the caption "Total Assets" (or any like caption) on a consolidated balance sheet of such Person and its Subsidiaries, less all goodwill, patents, tradenames, trademarks, copyrights, franchises, experimental expenses, organization expenses and any other amounts classified as intangible assets in accordance with GAAP.

"Consolidated Total Debt" means, as of the date of determination, for the Borrower and its Subsidiaries on a consolidated basis, the aggregate principal amount of all Indebtedness of the Borrower and its Subsidiaries as of such date (other than Indebtedness of the type described in clause (iii) of the definition of "Indebtedness", except to the extent such facilities have been drawn and not reimbursed), determined on a consolidated basis in accordance with GAAP.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its Property is bound.

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

"Control Agreement" means in respect of any deposit account, securities account, lockbox account, concentration account, collection account or disbursement account, a Control Agreement, in form and substance reasonably satisfactory to the Administrative Agent and the Required Lenders, pursuant to which the Loan Party that is the owner of such account irrevocably instructs the bank or securities intermediary that maintains such account that such bank or securities intermediary shall follow the instructions or entitlement orders, as the case may be, of the ABL Agent or the Administrative Agent, as applicable, without further consent of such Loan Party. Each Control Agreement shall contain such other terms as shall be customary for agreements of such type. With respect to deposit accounts, securities accounts and other accounts of Lux Holdco maintained in Luxembourg, the term "Control Agreement" shall be deemed to refer to a Lux Account Pledge Agreement.

"Credit Extension" means the making or deemed making of a Loan.

"Credit Facilities" means, one or more debt facilities (including, without limitation, the ABL Credit Agreement) or commercial paper facilities, in each case with banks or other institutional lenders providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables) or letters of credit, including any related notes, guarantees, collateral documents, instruments and agreements executed in connection therewith, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time (and whether or not with the original lender or lenders or another lender or lenders and whether provided under the ABL Credit Agreement or any other credit or other agreement or indenture).

"Customary Intercreditor Agreement" means (a) in connection with the incurrence of Pari Passu Indebtedness that is to be secured by Liens on the Collateral securing such Pari Passu Indebtedness that shall rank equal in priority to the Liens on the Collateral securing the Obligations, the Senior Lien Intercreditor Agreement (and a joinder to such Senior Lien Intercreditor Agreement shall be executed with respect to such Pari Passu Indebtedness) and (b) to the extent executed in connection with the incurrence of Indebtedness secured by junior Liens, either (i) an intercreditor agreement substantially in the form of the Senior Lien Intercreditor Agreement where the Obligations shall be the senior obligations thereunder (with such modifications as may be necessary or appropriate in light of prevailing market conditions and are not materially adverse to the Lenders, taken as a whole) or (ii) a customary intercreditor agreement in form and substance reasonably acceptable to the Administrative Agent (at the direction of the Required Lenders) and the Borrower, which agreement shall provide that the Liens on the Collateral securing such Indebtedness shall rank junior in priority to the Liens on the Collateral securing the Obligations.

"Debt Issuance" means the incurrence by the Borrower or any Subsidiary of any Indebtedness or the issuances, offerings or placements of debt obligations (other than as permitted by Section 7.03).

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

"Debtors" has the meaning specified in the recitals hereto.

"Deemed Date" has the meaning specified in Section 7.03.

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

"Default Rate" means an interest rate equal to the interest rate (including any interest payable in kind) otherwise applicable to such Loan plus 2% per annum.

"Defaulting Lender" means, subject to Section 2.16(b), any Lender that (a) has failed to (i) fund all or any portion of its Loans within two Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent or any Lender any other amount required to be paid by it hereunder within two Business Days of the date when due, (b) has notified the Borrower or the Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder *(provided* that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity or (iii) becomes the subject of a Bail-In Action; *provided* that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of

judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender; *provided further* that the Administrative Agent shall not be deemed to have knowledge of any event or circumstance that would cause a Lender to be a Defaulting Lender under clauses (b), (c) or (d) above unless and until the Administrative Agent has received written notice of such event or circumstance. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above, and of the effective date of such status, shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.16(b)) as of the date established therefor by the Administrative Agent in a written notice of such determination, which shall be delivered by the Administrative Agent to the Borrower and each other Lender promptly following such determination.

"Designated Jurisdiction" means any country or territory to the extent that such country or territory itself is the subject of comprehensive Sanctions (which, as of the date of this Agreement, are Crimea, Cuba, Iran, Syria and North Korea).

"Disposition" or "Dispose" means the sale, transfer, license, lease or other disposition (including any sale and leaseback transaction) of any Property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

"Disqualified Stock" means any Equity Interests that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder of the Equity Interests), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder of the Equity Interests, in whole or in part, in each case, on or prior to the date that is 91 days after the date (a) which is the latest Maturity Date or (b) on which there are no Obligations outstanding; *provided* that only the portion of Equity Interests which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock; *provided, further,* that if such Equity Interests is issued to any employee or to any plan for the benefit of employees of the Borrower or its Subsidiaries or by any such plan to such employees, such Equity Interests shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Borrower in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, death or disability; *provided, further,* that any class of Equity Interests of such Person that by its terms authorizes such Person to satisfy its obligations thereunder by delivery of Equity Interests that is not Disqualified Stock shall not be deemed to be Disqualified Stock. Notwithstanding the preceding sentence, any Equity Interests that would constitute Disqualified Stock solely because the holders of the Equity Interests have the right to require the Borrower to repurchase such Equity Interests upon the occurrence of a change of control or an asset sale shall not constitute Disqualified Stock if the terms of such Equity Interests provide that the Borrower may not repurchase or redeem any such Equity Interests pursuant to such provisions prior to obtaining any waiver or amendment to this Agreement required to permit such repurchase or redemption.

"Dollar" and "$" mean lawful money of the United States.

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

"Dutch Auction" means an auction (an "Auction") conducted by the Borrower or one or more of its Subsidiaries (in such capacity, as applicable, the "Auction Party") in their sole discretion in order to purchase Loans in accordance with the following procedures:

(A) Notice Procedures. In connection with an Auction, the Auction Party will provide notification to the auction manager (for distribution to the Appropriate Lenders (the "Eligible Auction Lenders") and the Administrative Agent) of the principal amount of any Class of Loans that will be the subject of the Auction (an "Auction Notice"). Each Auction Notice shall contain (i) the total cash value of the bid (the "Auction Amount"), in a minimum amount of $1,000,000 with minimum increments of $500,000, (ii) the discount to par, which shall be a range (the "Discount Range") of percentages of the par principal amount of the Loans (i.e., a 5% to 10% Discount Range would represent $50,000 to $100,000 per $1,000,000 principal amount of Loans, with a 10% discount being deemed a "higher" discount than 5% for purposes of an Auction) at issue that represents the discounts applied to calculate the range of purchase prices that the Auction Party would be willing to accept in the Auction; provided that the Discount Range may, at the option of the Auction Party, be a single percentage, (iii) the date on which the Auction will conclude, on which date Return Bids will be due at the time provided in the Auction Notice (such time, the "Auction Expiration Time"), as such date and time may be extended upon notice by the Auction Party to the auction manager before any prior Auction Expiration Time, and (iv) the identity of the auction manager, and shall indicate if such auction manager is an Affiliate of the Borrower. Each offer to purchase Loans of any Class in an Auction shall be offered on a pro rata basis to all the Eligible Auction Lenders.

(B) Reply Procedures. In connection with any Auction, each Eligible Auction Lender may, in its sole discretion, participate in such Auction and, if it elects to do so (any such participating Eligible Auction Lender, a "Participating Lender"), shall provide, prior to the Auction Expiration Time, the auction manager with a notice of participation (the "Return Bid") which shall be in a form and substance prepared by the auction manager and shall specify (i) a discount to par that must be expressed as a percentage of par principal amount of Loans expressed in percentages (the "Reply Discount"), which must be within the Discount Range, and (ii) a principal amount of Loans, which must be in increments of $500,000, that such Eligible Auction Lender is willing to offer for sale at its Reply Discount (the "Reply Amount"). An Eligible Auction Lender may avoid the minimum increment amount condition solely when submitting a Reply Amount equal to such Eligible Auction Lender's entire remaining amount of such Loans. Eligible Auction Lenders may only submit one Return Bid per Auction but each Return Bid may contain up to three bids, only one of which can result in a Qualifying Bid (as defined below). In addition to the Return Bid, each Participating Lender must execute and deliver, to be irrevocable during the pendency of the Auction and held in escrow by the auction manager, an assignment agreement pursuant to which such Participating Lender shall make the representations and agreements substantially consistent with the terms of Section 2.05(a)(iii)(C). Any Eligible Auction Lender that fails to submit a Return Bid at or prior to the Auction Expiration Time shall be deemed to have declined to participate in the Auction.

(C) Acceptance Procedures. Based on the Reply Discounts and Reply Amounts received by the auction manager, the auction manager, with the consent of the Auction Party, will, within ten (10) Business Days of the Auction Expiration Time (or such other time agreed by the Borrower), determine the applicable discount (the "Applicable Discount") for the Auction, which will be the highest Reply Discount at which the Auction Party can complete the Auction at the Auction Amount; provided that, in the event that the Reply Amounts are insufficient to allow the Auction Party to complete a purchase of the entire Auction Amount, the Auction Party shall, at its election, either (i) withdraw the Auction or (ii) complete the Auction as set forth below. Unless withdrawn, the Auction Party shall notify the Participating Lenders of the Applicable Discount no later than one (1) Business Day after it is determined (the "Applicable Discount Notice"). The Auction Party shall, within three (3) Business Days of the Applicable Discount Notice, purchase Loans from each Participating Lender with a Reply Discount that is equal to or higher than the Applicable Discount ("Qualifying Bids") at a discount to par equal to the Reply Discount of such Participating Lender, with the applicable Loans of the Participating Lender(s) with the highest Reply Discount being purchased first and then in descending order from such highest Reply Discount to and including the applicable Loans of the Participating Lenders with a Reply Discount equal to the Applicable Discount (the "Applicable Order of Purchase"); provided that if the aggregate proceeds required to purchase all Loans subject to Qualifying Bids would exceed the Auction Amount for such Auction, the Auction Party shall purchase such Loans of the Participating Lenders in the Applicable Order of Purchase, but with the Loans of Participating Lenders with Reply Discounts equal to the Applicable Discount being purchased pro rata until the Auction Amount has been so expended on such purchases. If a Participating Lender has submitted a Return Bid containing multiple bids at different Reply Discounts, only the bid with the highest Reply Discount that is equal to or more than the Applicable Discount will be deemed the Qualifying Bid of such Participating Lender. In no event shall any purchase of Loans in an Auction be made at a Reply Discount lower than the Applicable Discount for such Auction.

(D) Additional Procedures. Once initiated by an Auction Notice, the Auction Party may withdraw or modify an Auction only prior to the delivery of the Applicable Discount Notice (and if any Auction is withdrawn or modified, notice thereof shall be delivered to the Administrative Agent and the Eligible Auction Lenders no later than the first Business Day after such withdrawal). Furthermore, in connection with any Auction, upon submission by a Participating Lender of a Qualifying Bid, such Lender will be obligated to sell the entirety or its allocable portion of the Reply Amount, as the case may be, at the Applicable Discount.

(E) Any failure by such Loan Party or such Subsidiary to make any prepayment to a Lender, pursuant to this definition shall not constitute a Default or Event of Default under Section 8.01 or otherwise.

(F) The Administrative Agent shall have no duty or obligation regarding any auction or related procedures, including without limitation no duty or obligations to act as auction manager.

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

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

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

"Eligible Assignee" means any Person that meets the requirements to be an assignee under Section 10.06(b)(v) and Section 10.06(b)(vi) (subject to such consents, if any, as may be required under Section 10.06(b)(iii)).

"Eligible Auction Lenders" has the meaning assigned to such term in the definition of "Dutch Auction".

"EMU Legislation" means the legislative measures of the European Council for the introduction of, changeover to or operation of a single or unified European currency.

"Environmental Laws" means any and all Federal, state, local, and foreign statutes, laws, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, governmental agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any Hazardous Materials into the environment, including those related to air emissions and discharges to waste or public systems.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower, any other Loan Party or any of their respective Subsidiaries resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Environmental Permit" means any permit, approval, identification number, license or other authorization required under any Environmental Law.

"Equity Interests" means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

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

"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with the Borrower within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 or 430 of the Code or Section 302 or 303 of ERISA).

"ERISA Event" means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a "substantial employer" (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by the Borrower or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; or (f) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Borrower or any ERISA Affiliate.

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

"Euro" and "EUR" mean the lawful currency of the Participating Member States introduced in accordance with the EMU Legislation.

"Event of Default" has the meaning specified in Section 8.01.

"Excess Proceeds" has the meaning specified in Section 2.05(b)(ii)(B).

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

"Excluded Account" means (i) any deposit account, securities account or commodities account exclusively used for payroll, payroll taxes and other employee wage and benefit payment to or for the benefit of the Borrower's or any Subsidiary's salaried employees in each case as long as such account remains a zero-balance account or, with respect to any such account maintained in Louisiana, constitutes an Immaterial Account on each Business Day other than the Business Day immediately preceding the payment of payroll and (ii) any deposit accounts, trust accounts, escrow accounts or security deposits established pursuant to statutory obligations or for the payment of taxes or holding funds in trust for third parties not affiliated with the Borrower in the Ordinary Course of Business or in connection with acquisitions, investments or dispositions permitted under this Agreement, deposits in the Ordinary Course of Business in connection with workers' unemployment insurance and other types of social security and escrow accounts established pursuant to Contractual Obligations to third parties not affiliated with the Borrower for casualty payments and insurance proceeds.

"Excluded Foreign Subsidiary" means (a) Lux Holdco and (b) any other Foreign Subsidiary the primary assets of which are Equity Interests of Domestic Subsidiaries.

"Excluded Subsidiaries" means: (a) (i) any Foreign Subsidiary (other than an Excluded Foreign Subsidiary), (ii) any CFC Holdco or (iii) any Domestic Subsidiary owned by any Foreign Subsidiary (other than an Excluded Foreign Subsidiary), (b) any Domestic Subsidiary designated by the Borrower by written notice to the Administrative Agent as an "Excluded Subsidiary" and certified by a Responsible Officer of the Borrower to the Administrative Agent that (i) such Domestic Subsidiary has no material assets other than Equity Interests of one or more other Excluded Subsidiaries or (ii) substantially all of such Domestic Subsidiary's revenues for the fiscal year most recently ended were generated (or, in the case of a newly-formed or acquired Subsidiary, are intended by the Borrower to be generated in the current fiscal year) from assets, including rigs and equipment, located outside of the United States (including located outside the territorial waters of the United States) and/or contracts performed primarily outside of the United States (including performed outside of the territorial waters of the United States); *provided*, that a Subsidiary shall cease to be an Excluded Subsidiary if (and for so long as) either (x) it provides a guaranty of the ABL Obligations or obligations under any Permitted Ratio Debt, or (y) ceases to satisfy the requirements set forth in clause (b)(i) or (ii) above, (c) any Subsidiary that is prohibited by law, regulation or Contractual Obligation (provided that such Contractual Obligation existed at the time such Subsidiary was acquired and was not entered into in contemplation of such acquisition) from providing a Guarantee under the Guaranty or that would require a governmental (including regulatory) consent, approval, license or authorization in order to provide such Guarantee or where the provision of such Guarantee would result in material adverse tax consequences as reasonably determined by the Borrower in consultation with the Administrative Agent, (d) special purpose entities used for permitted securitization facilities, if any, (e) any not for profit Subsidiaries and (f) any Subsidiary to the extent that the burden or cost of providing a Guarantee under the Guaranty outweighs the benefit afforded thereby as reasonably determined by the Administrative Agent and the Borrower.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to the Administrative Agent, any Lender or any other recipient of any payment or required to be withheld or deducted from a payment to such recipient, (a) Taxes imposed on or measured by net income (however denominated), branch profits Taxes, and franchise Taxes, in each case, (i) imposed as a result of such recipient being organized under the Laws of, or having its principal office or, in the case of any Lender, its Lending Office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 10.13) or (ii) such Lender changes its Lending Office, except in each case to the extent that, pursuant to Section 3.01(a)(ii) or (c), amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its Lending Office, (c) Taxes attributable to such recipient's failure to comply with Section 3.01(e), and (d) any U.S. Federal withholding Taxes imposed by FATCA.

"FASB ASC" means the Accounting Standards Codification of the Financial Accounting Standards Board.

"FATCA" means Sections 1471 through 1474 of the Code, as of the Closing Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) quoted to the Administrative Agent by three Federal funds brokers on such day on such transaction.

"Fee Letter" means that certain proposal to serve as administrative agent and collateral agent for the Borrower, accepted and agreed to March 25, 2019 by the Borrower and the Administrative Agent.

"Final Order" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice.

"First-Priority Lien Obligations" means (i) all Secured Credit Facilities Indebtedness that is secured by the Collateral on a senior basis to the Liens securing the Obligations and (ii) all other obligations of Borrower or any of its Subsidiaries in respect of Hedging Obligations or obligations in respect of cash management services in each case owing to a Person that is a holder of Secured Credit Facilities Indebtedness or an Affiliate of such holder at the time of entry into such Hedging Obligations or obligations in respect of cash management services.

"Fixed Charge Coverage Ratio" means, with respect to any specified Person for any four-quarter reference period, the ratio of the Consolidated EBITDA of such Person for such period to the Fixed Charges of such Person for such period.

"Fixed Charges" means, with respect to any specified Person for any period, the sum, without duplication, of (i) the consolidated interest expense of such Person and its Subsidiaries for such period, whether paid or accrued (including, without limitation, amortization of debt issuance costs and original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capitalized Leases, imputed interest with respect to Attributable Indebtedness, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings), and net of the effect of all payments made or received pursuant to Hedging Obligations incurred with respect to Indebtedness; plus (ii) the consolidated interest of such Person and its Subsidiaries that was capitalized during such period; plus (iii) any interest expense on Indebtedness of another Person that is Guaranteed by such Person or one of its Subsidiaries or secured by a Lien on assets of such Person or one of its Subsidiaries, whether or not such Guarantee or Lien is called upon; plus (iv) the product of (a) all dividends, whether paid or accrued and whether or not in cash, on any series of Disqualified Stock or preferred stock of such Person or any of its Subsidiaries, other than dividends on Equity Interests payable solely in Equity Interests of the Borrower (other than Disqualified Stock) or to the Borrower or a Subsidiary of the Borrower, multiplied by (b) a fraction, the numerator of which is one and the denominator of which is one minus the then-current combined federal, state and local statutory tax rate of such Person, expressed as a decimal, in each case, on a consolidated basis and in accordance with GAAP. Notwithstanding the foregoing, if any lease or other liability is reclassified as Indebtedness or as a Capitalized Lease due to a change in accounting principles after the Closing Date, the interest component of all payments associated with such lease or other liability shall be excluded from Fixed Charges.

"Foreign Benefit Event" means, with respect to any Foreign Plan or Foreign Government Scheme or Arrangement, (i) the failure to make or, if applicable, accrue in accordance with normal accounting practices, any employer or employee contributions required by applicable law or by the terms of such Foreign Plan or Foreign Government Scheme or Arrangement; (ii) the failure to register or loss of good standing (if applicable) with applicable regulatory authorities of any such Foreign Plan or Foreign Government Scheme or Arrangement required to be registered; or (iii) the failure of any Foreign Plan or Foreign Government Scheme or Arrangement to comply with any provisions of applicable law and regulations or with the terms of such Foreign Plan or Foreign Benefit Arrangement.

"Foreign Government Scheme or Arrangement" has the meaning specified in Section 5.12(c).

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

"Foreign Plan" has the meaning specified in Section 5.12(d).

"Foreign Subsidiary" means any Subsidiary that is organized under the laws of a jurisdiction other than the United States, a State thereof or the District of Columbia.

"FRB" means the Board of Governors of the Federal Reserve System of the United States.

"Fund" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantee" means, as to any Person, any (a) obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien); *provided*, *however*, that the term Guarantee shall not include endorsements of instruments for deposit or collection in the Ordinary Course of Business. The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term "Guarantee" as a verb has a corresponding meaning.

"Guarantors" means the Borrower and the Subsidiary Guarantors.

"Guaranty" means that certain Guaranty Agreement dated as of the Closing Date (as amended, restated, supplemented or otherwise modified from time to time), together with each other guaranty or guaranty supplement delivered pursuant to the Loan Documents.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes regulated pursuant to, or could give rise to liability under, any Environmental Law due to their harmful or deleterious properties.

"Hedging Obligations" means, with respect to any specified Person, the obligations of such Person incurred under (i) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements; (ii) foreign exchange contracts and currency protection agreements; (iii) any commodity futures contract, commodity option or other similar agreement or arrangements and (iv) other similar agreements or arrangement.

"Immaterial Account" means any account in which the aggregate amount on deposit (or, in the case of any securities account, the total fair market value of all securities held in such account) does not at any time exceed $25,000; *provided*, that if the aggregate amount on deposit (or, in the case of any securities account, the total fair market value of all securities held) at all such Immaterial Accounts exceeds $250,000, Borrower shall provide notice to the Administrative Agent identifying one or more of such Immaterial Accounts which shall no longer be considered an Immaterial Account such that after giving effect thereto, the aggregate amount on deposit (or, in the case of any securities account, the total fair market value of all securities held) at all such Immaterial Accounts is equal to or less than $250,000.

"Immaterial Subsidiary" means any Subsidiary designated by the Borrower, by written notice to the Administrative Agent, as an "Immaterial Subsidiary"; *provided*, that (a) no Subsidiary may be so designated unless such Subsidiary (i) generated less than 2.5% of Consolidated EBITDA for the last Measurement Period, (ii) owned assets that have an aggregate fair market value less than 2.5% of Consolidated Tangible Assets of the Borrower and its Subsidiaries as of the end of such Measurement Period and (iii) owns no Equity Interests in any Loan Party and (b) any Subsidiary shall automatically cease to be an Immaterial Subsidiary if at the end of any subsequent Measurement Period such Subsidiary would not meet the requirements set forth in the foregoing clause (a). Notwithstanding anything to the contrary herein, it is acknowledged and agreed that as of the Closing Date, Parker Drilling International Holding Company, LLC, a Delaware limited liability company, Parker Drilling Investment Company, an Oklahoma corporation, and PKD Sales Corporation, an Oklahoma corporation, each constitute an Immaterial Subsidiary.

"Incremental Amendment" has the meaning specified in Section 2.14(f).

"Incremental Commitments" has the meaning specified in Section 2.14(a).

"Incremental Facility Closing Date" has the meaning specified in Section 2.14(d).

"Incremental Lenders" has the meaning specified in Section 2.14(c).

"Incremental Loan" has the meaning specified in Section 2.14(b).

"Incremental Request" has the meaning specified in Section 2.14(a).

"Indebtedness" means, with respect to any Person, any indebtedness of such Person, whether or not contingent (i) in respect of borrowed money; (ii) evidenced by bonds, notes, debentures or similar instruments; (iii) representing reimbursement obligations in respect of banker's acceptances or letters of credit or similar instruments; (iv) representing Capitalized Leases; (v) representing the balance deferred and unpaid of the purchase price of any property, except any such balance that constitutes an accrued expense or trade payable or (vi) representing the net obligations of such Person under any Hedging Obligations (the amount of any such obligations to be equal at any time to the termination value of the agreement or arrangement giving rise to such obligation that would be payable by such Person at such time), if and to the extent any of the preceding items (other than Hedging Obligations) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with GAAP. In addition, the term "Indebtedness" includes (i) all Indebtedness of others to the extent secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) in an amount equal to the lesser of (a) the fair market value of any asset subject to such Lien securing such Indebtedness of others on the date of determination and (b) the amount of the Indebtedness secured and (ii) to the extent not otherwise included, the Guarantee by the specified Person of any indebtedness of any other Person. Notwithstanding the foregoing, in no event shall the reclassification of any lease or other liability as indebtedness due to a change in accounting principles after the Closing Date be deemed to be an incurrence of Indebtedness for purposes of this Agreement. The amount of any Indebtedness outstanding as of any date will be (i) the accreted value of the Indebtedness, in the case of any Indebtedness issued with original issue discount; and (ii) the principal amount of the Indebtedness, together with any interest on the Indebtedness that is more than 30 days past due, in the case of any other Indebtedness.

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

"Indemnitees" has the meaning specified in Section 10.04(b).

"Information" has the meaning specified in Section 10.07.

"Initial Projections" has the meaning specified in Section 4.01(a)(xx).

"Initial Commitment" means, as to each Lender, its obligation to make (or to be deemed to have made) Initial Loans to the Borrower pursuant to Section 2.01, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule 2.01 as of the Closing Date under the caption "Initial Commitment" or opposite such caption in the Assignment and Assumption (or such other instrument) pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. As of the Closing Date, the aggregate principal amount of Initial Commitments is $210,000,000.

"Initial Loan" has the meaning specified in Section 2.01.

"Intellectual Property" means the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, copyrights, copyright licenses, patents, patent licenses, trademarks, trademark licenses, trade dress, technology, know-how and processes, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Interest Payment Date" means the first day of each January, April, July and October, commencing July 1, 2019, and the Maturity Date.

"Investment" means, with respect to any Person, all direct or indirect investments by such Person in other Persons (including Affiliates) in the forms of loans (including Guarantees or other obligations), advances or capital contributions (excluding (x) commission, travel and similar advances to officers and employees made in the Ordinary Course of Business and (y) advances to customers in the Ordinary Course of Business that are recorded as accounts receivable on the balance sheet of the lender), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. The acquisition by the Company or any Subsidiary of the Company of a Person that holds an Investment in a third Person will be deemed to be an Investment made by the Company or such Subsidiary in such third Person in an amount equal to the fair market value of the Investment held by the acquired Person in such third Person on the date of any such acquisition in an amount determined as provided in the final paragraph of Section 7.06 hereof.

"IRS" means the United States Internal Revenue Service.

"Junior Lien Obligations" means the obligations with respect to other Indebtedness permitted to be incurred under this Agreement, which is by its terms intended to be secured by the Collateral on a basis junior to the Loans; provided such Lien is permitted to be incurred under this Agreement.

"Laws" means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements or determination of an arbitration with, any Governmental Authority, in each case whether or not having the force of law.

"Lender" has the meaning specified in the introductory paragraph hereto and, as the context requires, their respective successors and assigns as permitted hereunder, including, for the avoidance of doubt, any Incremental Lender.

"Lender Claimant" means, until acknowledged as a known Lender in accordance withSection 2.15, a beneficial holder of an allowed Notes Claim the identity of which beneficial holder is unknown to the Borrower and/or the Administrative Agent. To the extent a Person is, as of any date of determination, a known Lender but also an unknown beneficial holder of allowed Notes Claims that have not been declared a Lender in accordance with Section 2.15, such Person shall be deemed to be a Lender Claimant solely with respect to its ownership of Notes Claims and other Obligations relating thereto, and shall have all rights of a Lender hereunder with respect to any other Obligations due and owing by the Loan Parties to such Person.

"Lender Claimant Obligation Amount" has the meaning specified in Section 2.15(b)(ii).

"Lender Claimant Reserve Account" means the account to be established by the Administrative Agent or an escrow agent selected by the Borrower and reasonably satisfactory to the Administrative Agent pursuant to Section 2.15.

"Lending Office" means, as to any Lender, the office or offices of such Lender described as such in such Lender's Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

"Loan Increase" has the meaning specified in Section 2.14(a).

"Loan Documents" means, collectively, this Agreement, the Notes, the Guaranty, the Collateral Documents, the Fee Letter, any Incremental Amendment, the Senior Lien Intercreditor Agreement, any other intercreditor agreement with respect to this Agreement entered into on or after the Closing Date to which the Administrative Agent is a party on behalf of the Lenders (if and when the same exists) and, in each case, all other agreements and certificates (including, without limitation, any perfection certificates) executed by a Loan Party in connection with this Agreement.

"Loan Parties" means, collectively, the Borrower and each Subsidiary Guarantor.

"Loans" means the Initial Loans and the Incremental Loans.

"Luxembourg" means the Grand Duchy of Luxembourg.

"Lux Account Pledge Agreement" means a second ranking Luxembourg law account pledge agreement, in form and substance reasonably satisfactory to the Required Lenders, entered into between Lux Holdco as pledgor and the Administrative Agent as second ranking security agent and ABL Agent as first ranking security agent in respect of any Luxembourg accounts of Lux Holdco (other than an Excluded Account or Immaterial Account).

"Lux Holdco" means PD Holdings Domestic Company S.à r.l., a *société à responsabilité limitée* (private limited liability company) incorporated and validly existing under the laws of Luxembourg, having its registered office at 8-10, avenue de la Gare, L-1610 Luxembourg, Grand Duchy of Luxembourg, Grand-Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies (*Registre de commerce et des Sociétés*) (the "RCS") under number B227202.

"Lux Receivables Pledge Agreement" means a second ranking Luxembourg law receivables pledge agreement, in substantially the form of Exhibit H hereto, that may be entered into among Lux Holdco as pledgor, the applicable debtor and the Administrative Agent, as security agent, after the Closing Date.

"Lux Security Agreements**"** means, collectively, the Lux Share Pledge Agreement, any Lux Account Pledge Agreement and any Lux Receivables Pledge Agreement.

"Lux Share Pledge Agreement" means the scond ranking Luxembourg law share pledge agreement dated on or about the date hereof and entered into among Parker North America Operations, LLC as pledgor, the Administrative Agent as second ranking security agent, ABL Agent as first ranking security agent and Lux Holdco as company, in relation to all issued Pledged Equity Interests of Lux Holdco.

"Management Stockholders" means the officers, directors or employees of the Borrower or its Subsidiaries or any direct or indirect parent company who are investors in Borrower or any direct or indirect parent company thereof.

"Material Adverse Effect" means any event, development or circumstance that has had or could reasonably be expected to have (a) a material adverse effect upon the business, assets, properties or financial condition of the Borrower and its Subsidiaries taken as a whole; (b) a material impairment of the rights and remedies of the Administrative Agent or any Lender under any Loan Document or of the ability of any Loan Party to perform its obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity or enforceability against any Loan Party of any material provision of any Loan Document to which it is a party.

"Material Subsidiary" means (a) Lux Holdco, (b) any Subsidiary that directly or indirectly owns Equity Interests of Loan Party and (c) each Domestic Subsidiary that is not an Immaterial Subsidiary.

"Maturity Date" means (a) with respect to the Initial Loans, March 26, 2024; and (b) with respect to any Incremental Loans, the final maturity date as specified in the applicable Incremental Amendment; *provided*, *however*, that if such date is not a Business Day, the Maturity Date shall be the next preceding Business Day.

"Measurement Period" means, at any date of determination, the most recently completed four fiscal quarters of the Borrower and its Subsidiaries for which financial statements are required to have been delivered pursuant to Section 6.01(a) or Section 6.01(b).

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Mortgage" means either (a) the 2019 Mortgage or (b) any other second preferred fleet mortgage on substantially the same terms as the 2019 Mortgage (as amended from time to time) executed and recorded after the date hereof over a Specified Barge Rig which is pledged to the Administrative Agent as trustee, for security of the Obligations, in each case, as applicable and as may be amended, restated, supplemented or otherwise modified from time to time.

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

"Net Proceeds" means (i) with respect to any Asset Sale, the aggregate cash proceeds received by the Borrower or any of its Subsidiaries in respect of any Asset Sale (including, without limitation, any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net of the direct costs relating to such Asset Sale (including, without limitation, legal, accounting and investment banking fees, and sales commissions) and any relocation expenses incurred as a result of the Asset Sale, taxes paid or payable as a result of the Asset Sale, in each case after taking into account any available tax credits or deductions and any tax sharing arrangements, any amounts required to be applied to the repayment of First-Priority Lien Obligations secured by a Lien on the asset or assets that were the subject of such Asset Sale and any reserve for adjustment in respect of the sale price of such asset or assets established in accordance with GAAP and (ii) with respect to any Debt Issuance, the aggregate cash proceeds received by the Borrower or any of its Subsidiaries in respect of any Debt Issuance, net of the direct costs relating to such Debt Issuance (including, without limitation, legal, accounting and investment banking fees, and sales commissions) and taxes paid or payable as a result of the Debt Issuance, in each case after taking into account any available tax credits or deductions and any tax sharing arrangements.

"Non-Consenting Lender" has the meaning set forth in Section 10.01.

"Non-Defaulting Lender" means, at any time, each Lender that is not a Defaulting Lender at such time.

"Non-Recourse Debt" means Indebtedness and other obligations of the Borrower or any Subsidiary incurred for the purpose of financing all or any part of the purchase price or cost of construction, design, repair, replacement, installation, or improvement of property, plant or equipment used in the business of the Borrower or such Subsidiary with respect to which:

(a) the holders of such Indebtedness and other obligations agree that they will look solely to the property so acquired or constructed and securing such Indebtedness (plus improvements, accessions, proceeds or distributions and directly related general intangibles) and other obligations, and neither the Borrower nor any Subsidiary (i) provides any direct or indirect credit support, including any undertaking, agreement or instrument that would constitute Indebtedness or (ii) is otherwise directly or indirectly liable for such Indebtedness; and

(b) no default with respect to such Indebtedness or obligations would cause, or permit (after notice or passage of time or otherwise), according to the terms thereof, any holder (or any representative of any such holder) of any other Indebtedness of the Borrower or such Subsidiary equal to or in excess of the Threshold Amount to declare a default on such Indebtedness or cause the payment, repurchase, redemption, defeasance or other acquisition or retirement for value thereof to be accelerated or payable prior to any scheduled principal payment, scheduled sinking fund or scheduled maturity.

"Note" means a promissory note made by the Borrower in favor of a Lender or its registered assigns evidencing Loans made by such Lender to the Borrower, substantially in the form of Exhibit C or an amended, restated or replacement note otherwise reasonably satisfactory to the Required Lenders.

"Notes Claims" means the 2020 Notes Claim and the 2022 Notes Claims.

"Obligations" means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest, premium (including any Prepayment Premium) and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

"OFAC" means the Office of Foreign Assets Control of the United States Department of the Treasury.

"Ordinary Course of Business" means with respect to any transaction involving any Person, the ordinary course of such Person's business, as conducted by such Person in accordance with past practices and undertaken by such Person in good faith and not for the purpose of evading any covenant or restriction in any Loan Document.

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

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

"Other Second-Lien Obligations" means other Indebtedness of Borrower and its Subsidiaries that is equally and ratably secured with the Loans as permitted by this Agreement and is designated by the Borrower as an Other Second-Lien Obligation.

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, registration, filing or similar Taxes or any other excise or property or similar Taxes arising from any payment made hereunder or under any other Loan Document or from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, this Agreement or any other Loan Document, except (i) any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment pursuant to Section 3.06), and (ii) any such stamp, registration and other similar Taxes payable in connection with a registration by the Administrative Agent of any Loan Document (and/or any document in relation thereto) in the Grand Duchy of Luxembourg if such registration is not necessary to enforce the rights of the Administrative Agent or obligations of any party under the Loan Document (and/or any document in relation thereto).

"Outstanding Amount" means with respect to Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of such Loans occurring on such date.

"Pari Passu Indebtedness" means (a) with respect to the Borrower, the Loans and any Indebtedness which ranks pari passu in right of payment to the Loans, and (b) with respect to any Subsidiary Guarantor, its Guarantee and any Indebtedness which ranks pari passu in right of payment to such Subsidiary Guarantor's Guarantee under the Loan Documents.

"Participant" has the meaning specified in Section 10.06(d).

"Participating Lender" has the meaning assigned to such term in the definition of "Dutch Auction".

"Participating Member State" means any member state of the European Union that has the Euro as its lawful currency in accordance with any EMU Legislation.

"PBGC" means the Pension Benefit Guaranty Corporation.

"Pension Plan" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by the Borrower or any ERISA Affiliate or to which the Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years.

"Permitted Business" means the lines of business conducted by the Borrower and its Subsidiaries on the date hereof and any business incidental or reasonably related thereto or which is a reasonable extension thereof as determined in good faith by the Borrower's managing body.

"Permitted Debt" has the meaning specified in Section 7.03.

"Permitted Holder" means any of (a) the Sponsors, (b) the Management Stockholders and (c) any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which any of the foregoing are members; provided that, in the case of such group and without giving effect to the existence of such group or any other group, such Sponsors and Management Stockholders, collectively, have beneficial ownership of more than 50.0% of the total voting power of the Voting Stock of the Borrower or any of its direct or indirect parent companies.

"Permitted Investments" means (i) any Investment in the Borrower or in a Subsidiary Guarantor; (ii) any Investment in Cash Equivalents; (iii) any Investment by the Borrower or any Subsidiary of the Borrower in a Person, if as a result of such Investment: (a) such Person becomes a Subsidiary; or (b) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Borrower or a Subsidiary; provided the aggregate amount of Investments made by Loan Parties in Persons that do not become Loan Parties under this clause (iii) shall not exceed an aggregate amount outstanding from time to time equal to $25.0 million; (iv) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made pursuant to and in compliance with Section 7.05 hereof; (v) any acquisition of assets solely in exchange for the issuance of Equity Interests (other than Disqualified Stock) of the Borrower; (vi) any Investments received (a) in satisfaction of judgments or in compromise of obligations of trade creditors or customers that were incurred in the Ordinary Course of Business, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer or (b) as a result of a foreclosure by the Borrower or any of its Subsidiaries with respect to any secured Investment in default; (vii) guarantees (including Subsidiary Guarantees) of Indebtedness permitted under Section 7.03 hereof; (viii) Hedging Obligations permitted to be incurred under Section 7.03 hereof; (ix) payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the Ordinary Course of Business; (x) loans or advances to employees made in the Ordinary Course of Business of the Borrower or such Subsidiary not to exceed $2.0 million at any one time outstanding; (xi) other Investments in any Person having an aggregate fair market value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (xi) that are at the time outstanding, not to exceed $35.0 million; (xii) any Investment in a Project Financing or Project Financing Subsidiary in an amount not to exceed $25.0 million; and (xiii) any Investments required to consummate the Specified Permitted Reorganization.

"Permitted Liens" means:

(a) Liens securing Indebtedness and other obligations under any Credit Facility permitted to be incurred under clause (i) of the second paragraph of Section 7.03;

(b) Liens securing Obligations;

(c) Liens existing on the Closing Date listed on Schedule 7.01; provided that no such Lien is spread to cover any additional property or assets after the Closing Date other than all or part of the same property or assets (plus improvements, replacements, accessions, proceeds or distributions and directly related general intangibles in respect thereof) that secured or, under the written arrangements under which the original Lien arose, could secure the Indebtedness;

(d) Liens in favor of the Borrower or any Subsidiary;

(e) Liens to secure Indebtedness of any Foreign Subsidiary that is not a Subsidiary Guarantor; provided that the Indebtedness is permitted by the terms of this Agreement to be incurred and the Liens only extend to the assets of Foreign Subsidiaries;

(f) Liens on property of a Person existing at the time such Person is merged with or into or consolidated with the Borrower or any Subsidiary or otherwise becomes a Subsidiary; provided that such Liens were in existence prior to the contemplation of such merger or consolidation or such Person becoming a Subsidiary and do not extend to any assets other than those of such Person;

(g) Liens on property existing at the time of acquisition of the property by the Borrower or any Subsidiary; provided that such Liens were in existence prior to the contemplation of such acquisition and do not extend to any assets other than such acquired property;

(h) Liens to secure Indebtedness (including Capitalized Leases) permitted by clause (iv) of the second paragraph of Section 7.03 hereof covering only the assets acquired with such Indebtedness;

(i) Liens securing Permitted Refinancing Indebtedness incurred to refinance Indebtedness that was previously so secured; provided that (x) any such Lien is limited to all or part of the same property or assets (plus improvements, accessions, proceeds or distributions in respect thereof) that secured or, under the written arrangements under which the original Lien arose, could secure the Indebtedness being refinanced, (y) if the Indebtedness being refinanced, refunded, extended, renewed or replaced is secured by a Lien that is junior to the Liens securing the Obligations, such new Lien shall be junior to the Liens securing the Obligations and (z) if the Indebtedness being refinanced, refunded, extended, renewed or replaced is secured by a lien that is pari passu to the Liens securing the Obligations, such new Lien shall be either pari passu or junior to the Liens securing the Obligations;

(j) Liens that secure Non-Recourse Debt that encumber the property or assets financed by such Indebtedness (plus improvements, accessions, proceeds or distributions and directly related general intangibles in respect thereof);

(k) Liens securing Hedging Obligations or Treasury Management Arrangements related to Indebtedness permitted under this Agreement;

(l) Liens to secure the performance of statutory obligations, surety or appeal bonds, performance bonds or other obligations of a like nature incurred in the Ordinary Course of Business;

(m) Liens in respect of property of the Borrower or any Subsidiary imposed by law or contract, which were not incurred or created to secure Indebtedness for borrowed money, such as carriers', warehousemen's, materialmen's, landlords', workmen's, suppliers', repairmen's, mechanics', maritime and salvage Liens and other Liens arising in the Ordinary Course of Business, and which do not in the aggregate materially detract from the value of the property of the Borrower or Subsidiary, taken as a whole, and do not materially impair the use thereof in the operation of the business of the Borrower and its Subsidiaries, taken as a whole;

(n) Liens incurred or deposits made in the Ordinary Course of Business in connection with workers' compensation, unemployment insurance and other types of social security, or to secure the payment or performance of tenders, statutory or regulatory obligations, surety and appeal bonds, bids, government contracts and leases, performance and return of money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money);

(o) judgment Liens not giving rise to an Event of Default so long as 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;

(p) Liens upon specific items of inventory or other goods of any Person securing such Person's obligations in respect of bankers acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(q) Liens securing reimbursement obligations with respect to commercial letters of credit that encumber documents and other property or assets relating to such letters of credit and products and proceeds thereof;

(r) Liens encumbering deposits made to secure obligations arising from statutory, regulatory, contractual or warranty requirements of the Borrower or any Subsidiary, including rights of offset and set-off;

(s) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent for more than 60 days or that are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted; provided that any reserve or other appropriate provision as is required in conformity with GAAP has been made therefor;

(t) Liens on insurance policies and proceeds thereof, or other deposits, to secure insurance premium financings;

(u) Liens with respect to obligations that do not exceed $30.0 million at any one time outstanding; provided that (i) such Liens encumber no assets that do not constitute Collateral and (ii) such Liens are pari passu or subordinated to the Liens securing the Obligations and the holders of the Indebtedness or other obligations secured thereby (or a representative or trustee on their behalf) shall enter into the Senior Lien Intercreditor Agreement or such other Customary Intercreditor Agreement which subordinates such Liens on the Collateral to the Liens on the Collateral securing the Obligations;

(v) Liens on assets of any Project Finance Subsidiary to secure Indebtedness permitted by clause (xix) of the second paragraph of Section 7.03 hereof;

(w) Liens on and pledges of the Equity Interests of any joint venture or Project Finance Subsidiary owed by the Borrower or any Subsidiary to the extent securing Indebtedness or obligations of such joint venture or Project Finance Subsidiary; and

(x) Liens securing any Permitted Ratio Debt; provided that (i) such Liens encumber no assets that do not constitute Collateral and (ii) such Liens are pari passu or subordinated to the Liens securing the Obligations and the holders of the Indebtedness or other obligations secured thereby (or a representative or trustee on their behalf) shall enter into the Senior Lien Intercreditor Agreement or such other Customary Intercreditor Agreement which subordinated such Liens on the Collateral to the Liens on the Collateral securing the Obligations.

"Permitted Ratio Debt" means, at any time, Indebtedness, Disqualified Stock or preferred stock incurred or issued by the Borrower or any Subsidiary Guarantor if the Consolidated Leverage Ratio (following the incurrence or issuance of such Indebtedness, Disqualified Stock or preferred stock) for the Borrower's most recently ended four full fiscal quarters for which financial statements are required to have been delivered pursuant to Section 6.01(a) or (b) immediately preceding the date on which such Indebtedness is incurred would not exceed 2.0 to 1.0, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom), as if the additional Indebtedness, Disqualified Stock or preferred stock had been incurred or issued, as the case may be, at the beginning of such four-quarter period.

"Permitted Refinancing Indebtedness" means any Indebtedness of the Borrower or any Subsidiary issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund other Indebtedness of the Borrower or any of its Subsidiaries (other than intercompany Indebtedness); provided that:

(i) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness extended, refinanced, renewed, replaced, defeased or refunded (plus all accrued interest on the Indebtedness and the amount of all expenses and premiums incurred in connection therewith);

(ii) such Permitted Refinancing Indebtedness has a final maturity date equal to or later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded;

(iii) if the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is subordinated in right of payment to the Loans, such Permitted Refinancing Indebtedness is subordinated in right of payment to, the Loans on terms at least as favorable to the Lenders (as reasonably determined by the Borrower) as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded;

(iv) such Permitted Refinancing Indebtedness is incurred either by (a) the Borrower or a Subsidiary Guarantor or (b) by the Subsidiary that is the obligor on the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded;

(v) if the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is unsecured, the Permitted Refinancing Indebtedness in respect thereof is unsecured; and

(vi) if the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is secured, the Liens securing the Permitted Refinancing Indebtedness in respect thereof shall be no higher in priority relative to the Liens securing the Obligations than the Liens securing such Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded.

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

"PIK Interest" has the meaning specified in Section 2.08(a).

"Plan" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) established by the Borrower or any of its Subsidiaries or, with respect to any such plan that is subject to Section 412 or 430 of the Code or Section 302 or 303 or Title IV of ERISA, any ERISA Affiliate.

"Plan of Reorganization" has the meaning specified in the recitals hereto.

"Platform" has the meaning specified in Section 6.02.

"Pledged Equity Interests" has the meaning specified in the Security Agreement.

"Prepayment Premium" means in the event of a voluntary or mandatory repayment, prepayment or redemption, or an acceleration, of Initial Loans or the Initial Loans becoming due and payable pursuant to this Agreement: (a) on or prior to the date that is 6 months after the Closing Date, zero, (b) after the date that is six months after the Closing Date, but on or prior to the date that is two (2) years after the Closing Date, six and one-half percent (6.50%) of the principal amount of the Initial Loans so repaid, prepaid, redeemed or that has become or is declared accelerated pursuant to Section 8.02 or otherwise, (c) after the date that is two years after the Closing Date, but on or prior to the date that is three years after the Closing Date, three and a quarter percent (3.25%) of the principal amount of the Initial Loans so repaid, prepaid or that has become or is declared accelerated pursuant to Section 8.02 or otherwise, and (d) after the date that is three years after the Closing Date, zero.

"pro forma basis" or "pro forma effect" means with respect to any transaction, that such transaction shall be deemed to have occurred as of the first day of the period of four consecutive Fiscal Quarters, or such other applicable period, ending as of the end of the most recent Fiscal Quarter for which annual or quarterly financial statements shall have been delivered in accordance with the provisions hereof. Further, for purposes of making calculations on a "pro forma basis" hereunder, (x) in the case of any acquisition, merger or consolidation, (i) income statement items (whether positive or negative) attributable to the property, entities or business units that are the subject thereof shall be included to the extent relating to any period prior to the date thereof and (ii) Indebtedness incurred in connection with such acquisition, merger or consolidation shall be deemed to have been incurred as of the first day of the applicable period, and (y) in the case of a Disposition of all or substantially all of the assets of, or all of the Equity Interests of, a Loan Party or any Subsidiary of the Borrower or any division or product line of a Loan Party or any of the Borrower's Subsidiaries, income statement items (whether positive or negative) attributable to the property, entities or business units that are the subject thereof shall be excluded to the extent relating to any period prior to the date thereof.

"Project Finance Subsidiary" means a Subsidiary that is a special-purpose entity created solely to (i) construct or acquire any asset or project that will be or is financed solely with Project Financing for such asset or project and related equity investments in, loans to, or capital contributions in, such Subsidiary that are not prohibited hereby and/or (ii) own an interest in any such asset or project.

"Project Financing" means Indebtedness and other obligations that (a) are incurred by a Project Finance Subsidiary, (b) are secured by a Lien of the type permitted under clause (v) of the definition of Permitted Liens and (c) constitute Non-Recourse Debt (other than recourse to the assets of, and Equity Interests in, such Project Finance Subsidiary).

"Property" means any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including, without limitation, Equity Interests.

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Public Lender" has the meaning specified in Section 6.02.

"Qualifying Bids" has the meaning assigned to such term in the definition "Dutch Auction".

"Register" has the meaning specified in Section 10.06(c).

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees, advisors and representatives of such Person and of such Person's Affiliates.

"Removal Effective Date" has the meaning specified in Section 9.06.

"Reply Amount" has the meaning assigned to such term in the definition "Dutch Auction".

"Reply Discount" has the meaning assigned to such term in the definition "Dutch Auction".

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30-day notice period has been waived.

"Required Lenders" means, as of any date of determination, Lenders holding in the aggregate more than 50% of any unused Commitments and Total Outstandings; *provided* that the Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender or related to the Notes Claims of any Lender Claimant shall be excluded for purposes of making a determination of Required Lenders.

"Requirement of Law" means as to any Person, any Law applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

"Resignation Effective Date" has the meaning specified in Section 9.06.

"Responsible Officer" means the chief executive officer, president, authorized signatory, chief financial officer, treasurer or controller of a Loan Party and (i) solely for purposes of delivery of incumbency certificates pursuant to Section 4.01 or any similar requirement under any Loan Document, the secretary or any assistant secretary of such Loan Party, (ii) with respect to financial matters, the chief financial officer of such Loan Party, (iii) in the case of Compliance Certificates, the chief financial officer, controller or the treasurer of such Loan Party, (iv) solely for purposes of executing this Agreement, the chief executive officer, president, chief financial officer, treasurer, controller or any vice president of a Loan Party, and (v) solely for purposes of notices given pursuant to Article II any other officer or employee of the applicable Loan Party designated by any of the foregoing officers in a notice to the Administrative Agent or any other officer or employee of the applicable Loan Party designated in or pursuant to an agreement between the applicable Loan Party and the Administrative Agent (and, in each case, for any Loan Party that is a limited partnership, the foregoing individuals of its general partner). Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"Restricted Debt" has the meaning specified in Section 7.06.

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

"Restricted Payment" has the meaning specified in Section 7.06.

"Return Bid" has the meaning assigned to such term in the definition of "Dutch Auction".

"RSA" means that certain Restructuring Support Agreement (including the term sheets and any other attachments thereto), dated as of December 12, 2018, by and among the Debtors and the Consenting Stakeholders (as defined therein) from time to time party thereto.

"S&P" means S&P Global Ratings, a division of S&P Global, Inc. and any successor thereto.

"Sanctions" means any sanctions administered or enforced by the United States Government (including without limitation, OFAC or the U.S. Department of State), the United Nations Security Council, the European Union, Her Majesty's Treasury ("HMT") or other applicable jurisdictions.

"SEC" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"Secured Credit Facilities Indebtedness" means any Indebtedness under any Credit Facility that is secured by a Permitted Lien incurred or deemed incurred pursuant to clause (a) of the definition of Permitted Liens.

"Secured Parties" means, collectively, the Administrative Agent, each other Agent, the Lenders, each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.05, and the other Persons the Obligations owing to which are or are purported to be secured by the Collateral under the terms of the Collateral Documents.

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

"Security Agreement" means that certain Pledge and Security Agreement, dated as of the Closing Date (as amended, restated, supplemented or otherwise modified from time to time) made by the Loan Parties from time to time party thereto in favor of the Administrative Agent.

"Security Agreement Supplement" has the meaning specified in the Security Agreement.

"Senior Lien Intercreditor Agreement" means the intercreditor agreement, dated as of the Closing Date, among the Administrative Agent, the ABL Agent, the other parties from time to time party thereto and acknowledged by the Loan Parties, as amended restated, modified, supplemented, or replaced in any manner.

"Solvent" and "Solvency" mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature, (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital, and (e) such Person is able to pay its debts and liabilities, contingent obligations and other commitments as they mature in the Ordinary Course of Business. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Specified Barge Rig" has the meaning set forth in the definition of Specified Rigs.

"Specified Land Rig" has the meaning set forth in the definition of Specified Rigs.

"Specified Permitted Reorganization" means, collectively, the reorganization transactions described on Exhibit G attached hereto, and any other related actions that are necessary to implement such reorganization transactions; provided that immediately following the completion of all such transactions the corporate structure of the Borrower and its Subsidiaries is substantially as set forth on Annex I to Exhibit G.

"Specified Personal Property" means any Property of a type in which a Lien is purported to be granted pursuant to the Security Agreement, any Lux Security Agreement or any Mortgage.

"Specified Rigs" means (a) each of the barge rigs, located and operating in and along the inland waterways and coast of the continental United States or in Gulf of Mexico waters subject to U.S. state or federal jurisdiction, owned by the Borrower or any other Loan Party (each, a "Specified Barge Rig") and (b) each of the land rigs located and operating in the contiguous United States or Alaska, owned by the Borrower or any other Loan Party (each, a "Specified Land Rig"). Each Specified Barge Rig and each Specified Land Rig as of the Closing Date are set forth on Schedule 5.07(A) and Schedule 5.07(B) respectively.

"Sponsors" means, individually or collectively, Brigade Capital Management, LLC, Highbridge Capital Management LLC, Whitebox Advisors LLC and Värde Partners and any of their respective Affiliates and accounts, funds or partnerships managed, advised or sub-advised by any of them or any of their respective Affiliates, but not including, however, any portfolio company of any of the foregoing.

"Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Borrower.

"Subsidiary Guarantors" means, collectively, at any time, (a) each Material Subsidiary of the Borrower other than any Excluded Subsidiary or Project Finance Subsidiary, in each case, to the extent such Person is a party to the Guaranty at such time and (b) any other Subsidiary otherwise party to the Guaranty at such time.

"Supplemental Account Identification Schedule" has the meaning set forth in Section 6.11.

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

"Synthetic Debt" means, with respect to any Person as of any date of determination thereof, all obligations of such Person in respect of transactions entered into by such Person that are intended to function primarily as a borrowing of funds but are not otherwise included in the definition of "Indebtedness" or as a liability on the consolidated balance sheet of such Person and its Subsidiaries in accordance with GAAP.

"Synthetic Lease Obligation" means the monetary obligation of a Person under (a) a so-called synthetic, off-balance sheet or tax retention lease, or (b) an agreement for the use or possession of property (including sale and leaseback transactions), in each case, creating obligations that do not appear on the balance sheet of such Person but which, upon the application of any Debtor Relief Laws to such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

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

"Threshold Amount" means $10,000,000.

"Total Outstandings" means the aggregate Outstanding Amount of all Loans.

"Treasury Management Arrangement" means any agreement or other arrangement governing the provision of treasury or cash management services, including deposit accounts, overdraft, credit or debit card, funds transfer, automated clearinghouse, zero balance accounts, returned check concentration, controlled disbursement, lockbox, account reconciliation and reporting and trade finance services and other cash management services.

"UCC" means the Uniform Commercial Code as in effect in the State of New York;*provided* that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, "UCC" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

"Unclaimed Loans" has the meaning specified in Section 2.15(b)(iii).

"Unclaimed Loans Termination Date" has the meaning specified in Section 2.15(b)(iii).

"Unfunded Pension Liability" means the excess of a Pension Plan's benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan's assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Code for the applicable plan year.

"United States" and "U.S." mean the United States of America.

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

"U.S. Tax Compliance Certificate" has the meaning specified in Section 3.01(e)(ii)(B)(3).

"Voting Stock" of any Person as of any date means the Equity Interest of such Person that is at the time entitled to vote in the election of the managing body of such Person.

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

"Write-Down and Conversion Powers" means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

Section 1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, restated or otherwise modified (subject to any restrictions on such amendments, supplements, restatements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "herein," "hereof" and "hereunder." and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Preliminary Statements, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Preliminary Statements, Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

Section 1.03 Luxembourg Terms. With reference to this Agreement and each other Loan Document, where it relates to a Luxembourg entity or the context so requires:

(a) an "officer", "chief executive officer" or "chief financial officer" includes a manager or director (*gérant*);

(b) a "winding-up", "administration", "liquidation", "insolvency" or "dissolution" includes, without limitation, bankruptcy (*faillite*), insolvency, voluntary or judicial liquidation (*liquidation volontaire ou judiciaire*), composition with creditors (*concordat préventif de la faillite*), moratorium or reprieve from payment (*sursis de paiement*), controlled management (*gestion contrôlée*), general settlement with creditors or reorganisation;

(c) a "receiver", "administrative receiver", "administrator", "liquidator", "compulsory manager" or the like includes, without limitation, a *juge délégué*, *commissaire*, *juge-commissaire*, *liquidateur* or *curateur*;

(d) a "security interest" includes any *hypothèque*, *nantissement*, *gage*, *privilège*, *sûreté réelle*, *droit de rétention* and any type of real security or agreement or arrangement having a similar effect, including any transfer of title by way of security; and

(e) a person being unable, or admitting inability, to pay its debts includes that person being in a state of cessation of payments (*cessation de paiements*).

Section 1.04 Accounting Terms.

(a) Generally. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, except as otherwise specifically prescribed herein.

(b) Changes in GAAP. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrower or the Required Lenders shall so request, the Required Lenders and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); *provided* that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrower shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as

reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP. Without limiting the foregoing, leases shall continue to be classified and accounted for on a basis consistent with that reflected in the Audited Financial Statements for all purposes of this Agreement, notwithstanding any change in GAAP relating thereto, unless the parties hereto shall enter into a mutually acceptable amendment addressing such changes, as provided for above. Notwithstanding the foregoing, for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of the Borrower and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities shall be disregarded.

Section 1.05 Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.06 [Reserved].

Section 1.07 [Reserved].

Section 1.08 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Central time (daylight savings or standard, as applicable).

Section 1.09 [Reserved].

Section 1.10 Uniform Commercial Code. Terms relating to Collateral used and not otherwise defined herein that are defined in the UCC shall have the meanings set forth in the UCC, as applicable and as the context requires.

Section 1.11 Divisions. For all purposes under the Loan Documents, any reference herein to a merger, transfer, consolidation, amalgamation, consolidation, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a division of or by a limited liability company, or an allocation of assets to a series of a limited liability company (or the unwinding of such a division or allocation) pursuant to Section 18-217 of the Delaware Limited Liability Company Act or any similar provision under the laws of any other applicable jurisdiction (any such division, allocation of assets or unwinding, a "Division"), as if it were a merger, transfer, consolidation, amalgamation, consolidation, assignment, sale or transfer, or similar term, as applicable, to, of or with a separate Person. Notwithstanding anything to the contrary in this Agreement, any division of a limited liability company shall constitute a separate Person hereunder, and each resulting division of any limited liability company that, prior to such division, is a Loan Party shall remain a Loan Party after giving effect to such division, and any resulting divisions of such Persons shall remain subject to the same restrictions applicable to the pre-division predecessor of such divisions.

ARTICLE II

THE COMMITMENTS AND CREDIT EXTENSIONS

Section 2.01 The Loans. In accordance with the Plan of Reorganization, and subject to the terms and conditions set forth herein, each Lender shall be deemed to make a term loan (the "Initial Loans") to the Borrower on the Closing Date in an aggregate principal amount as set forth opposite such Lender's name on Schedule 2.01; provided that, with respect to Lender Claimants set forth onSchedule 2.01, Initial Loans in an aggregate principal amount set forth on such Schedule 2.01 shall be deemed issued and outstanding for the benefit of such Lender Claimants on the Closing Date and held in the Lender Claimant Reserve Account to be administered in accordance with Section 2.15. The Initial Loans shall be treated as a single Class of Loans for all purposes of this Agreement and any other Loan Documents. Amounts borrowed under this Section 2.01 and repaid or prepaid may not be reborrowed. For the avoidance of doubt, notwithstanding that no cash is exchanged, the Borrower shall owe the aggregate principal amount of the Initial Loans to the Lenders under, and in accordance with the terms of, this Agreement. The Initial Loans shall be denominated in Dollars and shall bear interest in accordance with Section 2.08.

Section 2.02 Borrowings.

(a) Each Borrowing, other than the Initial Loans, shall be made upon the Borrower's irrevocable notice to the Administrative Agent, which shall be given by a Committed Loan Notice. Each such Committed Loan Notice must be received by the Administrative Agent not later than 11:00 a.m. one Business Day prior to the requested date of any Borrowing. Each Committed Loan Notice shall specify (i) the requested date of the Borrowing (which shall be a Business Day), and (ii) the principal amount of Loans to be borrowed.

(b) Following receipt of a Committed Loan Notice, the Administrative Agent shall promptly notify each Lender of the amount of its Applicable Percentage of the applicable Class of Loans. In the case of a Borrowing (other than the initial Credit Extension), each Appropriate Lender shall make the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m. on the Business Day specified in the applicable Committed Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 4.02 the Administrative Agent shall make all funds so received available to the Borrower in like funds as received by the Administrative Agent by wire transfer of such funds in accordance with instructions provided to the Administrative Agent by the Borrower.

(c) Notwithstanding anything to the contrary in this Agreement, any Lender may exchange, continue or rollover all of the portion of its Loans in connection with any refinancing, extension, loan modification or similar transaction permitted by the terms of this Agreement, pursuant to a cashless settlement mechanism approved by the Borrower, the Administrative Agent, and such Lender.

Section 2.03 [Reserved].

Section 2.04 [Reserved].

Section 2.05 Prepayments.

(a) Optional.

(i) Borrower may, upon notice from the Borrower to the Administrative Agent, at any time or from time to time voluntarily prepay any Class or Classes of Loans in whole or in part without premium or penalty (except as set forth in Section 2.05(a)(ii)); *provided* that (i) such notice must be received by the Administrative Agent not later than 11:00 a.m. one Business Day prior to any date of prepayment of Loans; (ii) any prepayment of Loans shall be in a principal amount of $500,000 or a whole multiple of $100,000 in excess thereof or, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment and the Class(es) of Loans to be prepaid. The Administrative Agent will promptly notify each Appropriate Lender of its receipt of each such notice, and of the amount of such Lender's ratable portion of such prepayment. The Borrower shall make such prepayment and the prepayment amount specified in such notice shall be due and payable on the date specified therein, *provided, however*, that notwithstanding anything to the contrary contained herein, any such prepayment notice may be conditioned upon the effectiveness of other credit facilities or the closing of one or more securities offerings or other transactions; *provided, further,* that, the Borrower must affirmatively rescind any such prepayment notice by a subsequent written notice to the Administrative Agent, if the condition in an original prepayment notice shall fail to be satisfied by the proposed effective date of such prepayment, and upon the Administrative Agent's receipt of such rescinding notice, shall have no obligation to make any prepayment in respect of such earlier prepayment notice. Any prepayment of Loans shall be accompanied by all accrued interest on the amount prepaid and any other amounts due under the Loan Documents.

(ii) Notwithstanding anything to the contrary contained in this Agreement, (x) in the event of each prepayment, repayment or redemption of any Initial Loans pursuant to Section 2.05(a)(i) and Section 2.05(b)(iii), as applicable, such prepayment, repayment or redemption shall be accompanied by, and there shall become due and payable automatically upon such event, an early prepayment premium payable in cash on the principal amount so prepaid, repaid or redeemed, in an amount equal to the Prepayment Premium, calculated on the aggregate principal amount of the Initial Loans so prepaid, repaid or redeemed, together with all accrued and unpaid interest on the amount being prepaid, repaid or redeemed and (y) each repayment of, redemption or distribution in respect of, the principal amount of the Initial Loans after acceleration thereof pursuant to Section 8.02 (including automatically as a result of a proceeding under any Debtor Relief Law), shall be accompanied by, and there shall become due and payable automatically upon acceleration, a payment premium payable in cash on the principal amount so repaid, redeemed or distributed or on the principal amount that has become or is declared accelerated pursuant to Section 8.02 (including automatically as a result of an insolvency proceeding), in an amount equal to the Prepayment Premium, calculated on the aggregate principal amount of the Initial Loans so repaid, redeemed, distributed or accelerated, together with all accrued and unpaid interest on such Initial Loans.

(iii) Dutch Auctions. Notwithstanding anything to the contrary contained in this Agreement, Borrower (in such case, the foregoing being herein referred to as the "Auction Party") may repurchase outstanding Loans of any Class on the following basis; provided that no Event of Default has occurred or is continuing or would result therefrom at the time the Auction Notice is distributed:

(A) Auction Party may repurchase all or any portion of Loans (such Loans, "Subject Loans") pursuant to a Dutch Auction (or such other modified Dutch auction conducted pursuant to similar procedures as the Borrower and Administrative Agent may otherwise agree);

(B) Following repurchase by Auction Party pursuant to thisSection 2.05(a)(iii), the Loans so repurchased shall, without further action by any Person, be deemed cancelled for all purposes and no longer outstanding (and may not be resold by Auction Party), for all purposes of this Agreement and the principal amount of the Loans so repurchased shall reduce the aggregate principal amount of such Loans by the full par value of the Loans so repurchased. In connection with any Loans repurchased and cancelled pursuant to this Section 2.05(a)(iii), the Auction Party shall notify the Administrative Agent of the cancellation and the Administrative Agent is authorized to make appropriate entries in the Register to reflect any such cancellation. Any payment made by Auction Party in connection with a repurchase permitted by this Section 2.05(a)(iii) shall not be subject to any of the pro rata payment or sharing requirements of this Agreement. Notwithstanding anything in this Agreement or any other Loan Documents to the contrary, failure by Auction Party to make any payment to a Lender required by an agreement permitted by this Section 2.05(a)(iii) shall not constitute a Default or an Event of Default; and

(C) Each Lender that sells its Loans pursuant to this Section 2.05(a)(iii) acknowledges and agrees that (i) the Auction Party may have, or may later come into possession of additional information regarding the Loans or the Loan Parties at any time after a repurchase has been consummated pursuant to an Auction hereunder, that may be information that would have been material to such Lender's decision to enter into an assignment of such Loans hereunder ("Excluded Information"), (ii) such Lender will independently make its own analysis and determination to enter into an assignment of its Loans and to consummate the transactions contemplated by an Auction notwithstanding such Lender's lack of knowledge of Excluded Information and (iii) none of the Loan Parties, the Sponsors or any of their respective Affiliates, or any other Person shall have any liability to such Lender with respect to the nondisclosure of the Excluded Information. Each Lender that tenders Loans pursuant to an Auction agrees to the foregoing provisions of this clause (C). The Administrative Agent and the Lenders hereby consent to the Auctions and the other transactions contemplated by this Section 2.05(a)(iii) and hereby waive the requirements of any provision of this Agreement (including, without limitation, any pro rata payment requirements) (it being understood and acknowledged that purchases of the Loans by Auction Party contemplated by this Section 2.05(a)(iii) shall not constitute Investments by Auction Party) or any other Loan Document that may otherwise prohibit any Auction or any other transaction contemplated by this Section 2.05(a)(iii).

(b) Mandatory.

(i) Change of Control.

(A) Upon the occurrence of a Change of Control or in accordance with Section 2.05(b)(i)(D), each Lender will have the right, in accordance with the time periods set forth in this Section 2.05(b)(i), to require Borrower to repurchase all or any part of that Lender's Loans pursuant to a change of control offer (a "Change of Control Offer") in an amount equal to 101% of the outstanding principal amount thereof, plus accrued and unpaid interest (if any) to the repayment date, except to the extent Borrower has previously or concurrently elected to prepay the Loans in accordance with Section 2.05(a)(i).

(B) In the event that at the time of such Change of Control, the terms of First-Priority Lien Obligations or Pari Passu Indebtedness permitted to be incurred under this Agreement restrict or prohibit the repayment of Loans pursuant to this Section 2.05(b)(i), then prior to the mailing of the notice to the Lenders provided for in Section 2.05(b)(i)(C) but in any event within 30 days following any Change of Control, the Borrower shall:

(1) repay in full all such First-Priority Lien Obligations or Pari Passu Indebtedness or, if doing so will allow the repayment of Loans, offer to repay in full all such First-Priority Lien Obligations or Pari Passu Indebtedness and repay such First-Priority Lien Obligations or Pari Passu Indebtedness of each lender and/or noteholder who has accepted such offer; or

(2) obtain the requisite consent under the agreements governing such First-Priority Lien Obligations or Pari Passu Indebtedness to permit the repayment of the Loans as provided for in Section 2.05(b)(i)(C).

(C) No later than 30 days following any Change of Control, except to the extent Borrower has elected to prepay the Loans in accordance with Section 2.05(a)(i), Borrower will give the Administrative Agent notice (the "Change of Control Notice") of the Change of Control, which the Administrative Agent shall promptly deliver to each Lender. The Change of Control Notice shall:

(1) state that a Change of Control has occurred and that each Lender has the right to require Borrower to repay such Lender's Loans in an amount equal to 101% of the outstanding principal amount thereof, plus accrued and unpaid interest to the repayment date;

(2) state the circumstances and the relevant facts regarding such Change of Control;

(3) state the repayment date (which shall be no earlier than 15 days nor later than 30 days from the date on which the Administrative Agent is notified) (the "Change of Control Payment Date");

(4) state that Lenders electing to have any Loans repaid pursuant to a Change of Control Offer will be required to notify the Administrative Agent prior to the close of business on the third Business Day preceding the Change of Control Payment Date;

(5) state that Lenders will be entitled to withdraw their election to require Borrower to repay such Loans provided that the Administrative Agent receives, not later than the close of business on the third Business Day prior to the Change of Control Payment Date, e-mail or letter setting forth the name of such Lender, the principal amount of Loans to be repaid, and a statement that such Lender is withdrawing its election to have such Loans repaid; and

(6) provide the other instructions determined by Borrower that a Lender must follow in order to have its Loans repaid.

The notice, if delivered in a manner herein provided, shall be conclusively presumed to have been given, whether or not the Lender receives such notice, if (1) the notice is delivered in a manner herein provided and (2) any Lender fails to receive such notice or a Lender receives such notice but it is defective, such Lender's failure to receive such notice or such defect shall not affect the validity of the proceedings for the repayment of the Loans as to all other Lenders that properly received such notice without defect.

(D) On or before the Change of Control Payment Date, Borrower will repay all Loans or portions of Loans properly elected to be repaid and not withdrawn pursuant to the Change of Control Offer in an amount equal to 101% of the outstanding principal amount thereof, plus accrued and unpaid interest (if any) to the repayment date.

(E) A Change of Control Offer may be made in advance of a Change of Control, and conditioned upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

(F) Borrower will not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Agreement and repays all Loans properly elected to be repaid and not withdrawn under such Change of Control Offer and Borrower shall instruct the Administrative Agent to accept repayments made by such third party.

(ii) Asset Sale Prepayment Offer.

(A) Within 365 days after the receipt of any Net Proceeds from an Asset Sale, the Borrower may apply such Net Proceeds at its option (i) to repay, repurchase, redeem, defease or otherwise acquire or retire (v) Permitted Debt of the Borrower or Subsidiary constituting First-Priority Lien Obligations (and, if the Indebtedness repaid, repurchased, redeemed, defeased or otherwise acquired or retired is revolving credit Indebtedness, to correspondingly reduce commitments with respect thereto), (w) Indebtedness of a Subsidiary that is not a Subsidiary Guarantor (provided that the assets disposed of in such Asset Sale were not assets of a Borrower or a Subsidiary Guarantor and do not constitute Collateral), (x) Obligations under the Loans, (y) other Pari Passu Indebtedness (so long as the Net Proceeds from such Asset Sale are with respect to assets not constituting Collateral) or (z) Other Second-Lien Obligations (provided that if a Borrower or any Subsidiary Guarantor shall so reduce Other Second-Lien Obligations under this clause (z) (which for the avoidance of doubt will not constitute Indebtedness under clauses (v), (w), (x) or (y)), the Borrower will repay the Loans pursuant to Section 2.05(a)(i) or by making an offer (in accordance with the procedures set forth below for an Asset Sale Offer) to all Lenders to repay Loans at par, plus accrued and unpaid interest on the pro rata principal amount of Loans); (ii) to acquire all or substantially all of the assets of, or a majority of the Voting Stock of, another Permitted Business; (iii) to make a capital expenditure in a Permitted Business; or (iv) to acquire other long-term assets that are used or useful in a Permitted Business. Pending the final application of any such Net Proceeds, the Borrower may temporarily reduce revolving credit borrowings or otherwise invest such Net Proceeds in any manner that is not prohibited by this Agreement.

(B) Any Net Proceeds from any Asset Sales that are not applied or invested as provided in Section 2.05(b)(ii)(A) will constitute "Excess Proceeds." When the aggregate amount of Excess Proceeds exceeds $25.0 million, the Borrower will be required to make an offer (an "Asset Sale Offer") to all Lenders and to the extent required, to all holders of any Other Second-Lien Obligations containing provisions similar to those set forth in this Agreement with respect to offers to purchase or redeem with the proceeds of sales of assets, to repay the maximum principal amount of Loans (and such Other Second-Lien Obligations) that may be repaid out of the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to 100% of the principal amount of Loans and Other Second-Lien Obligations to be repaid or the lesser amount required under agreements

governing such Other Second-Lien Obligations, plus accrued and unpaid interest, if any, to the date of repayment, and will be payable in cash. To the extent that the aggregate principal amount of Loans (and such Other Second-Lien Obligations) accepted for repayment or tendered pursuant to an Asset Sale Offer is less than the Excess Proceeds, the Borrower may use any remaining Excess Proceeds for any purpose that is not prohibited by this Agreement. If the aggregate principal amount of Loans and such Other Second-Lien Obligations accepted for repayment or surrendered by holders thereof pursuant to such Asset Sale Offer exceeds the amount of Excess Proceeds, the Borrower shall apply the Excess Proceeds ratably to the repayment of the Loans and any other tendered Other Second-Lien Obligations based on the principal amount of the Loans or such Other Second-Lien Obligations accepted for repayment or tendered. Upon completion of each Asset Sale Offer, the amount of Excess Proceeds will be reset at zero.

(C) Within ten (10) Business Days of any date on which the aggregate amount of Excess Proceeds exceeds $25.0 million, the Borrower shall deliver written notice of such occurrence to the Administrative Agent, and the Administrative Agent shall promptly deliver such notice to each Lender to the address of such Lender appearing in the Register or otherwise in accordance with Section 10.02 with the following information:

(1) that that the Borrower is making an Asset Sale Offer pursuant to this Section 2.05(b)(ii) and that all Loans and Other Second-Lien Obligations properly accepted for repayment or tendered and not withdrawn pursuant to such Asset Sale Offer will be repaid by the Borrower;

(2) the repayment date, which will be no earlier than twenty Business Days nor later than thirty Business Days from the date on which such notice is delivered to the Administrative Agent (the "Asset Sale Payment Date");

(3) that any Loan not properly accepted for repayment will remain outstanding and continue to accrue interest;

(4) that unless the Borrower defaults in making the payment, all Loans accepted for payment pursuant to the Asset Sale Offer will cease to accrue interest on the Asset Sale Payment Date;

(5) that Lenders electing to have Loans repaid pursuant to an Asset Sale Offer may only elect to have all of such Loans repaid and may not elect to have only a portion of such Loans repaid;

(6) that Lenders electing to have any Loans repaid pursuant to an Asset Sale Offer will be required to notify the Administrative Agent in writing prior to the close of business on the third Business Day preceding the Asset Sale Payment Date;

(7) that Lenders will be entitled to withdraw their election to require the Borrower to repay such Loans; *provided* that the Administrative Agent receives, not later than the close of business on the expiration date of the Asset Sale Offer, a facsimile transmission, electronic mail or letter setting forth the name of such Lender, the principal amount of Loans to be repaid, and a statement that such Lender is withdrawing its election to have such Loans repaid;

(8) that, to the extent that the aggregate principal amount of Loans or the Other Second-Lien Obligations accepted for repayment or surrendered by holders thereof exceeds the amount of Excess Proceeds, the Borrower will apply the Excess Proceeds as set forth in Section 2.05(b)(ii)(B); and

(9) the other instructions, as determined by the Borrower that a Lender must follow in order to have its Loans repaid.

The notice, if delivered in a manner herein provided, shall be conclusively presumed to have been given, whether or not the Lender receives such notice. If (x) the notice is delivered in a manner herein provided and (y) any Lender fails to receive such notice or a Lender receives such notice but it is defective, such Lender's failure to receive such notice or such defect shall not affect the validity of the proceedings for the repayment of the Loans as to all other Lenders that properly received such notice without defect.

(D) Notwithstanding the foregoing, no Asset Sale Offer nor any repayment of Loans under this Section 2.05(b)(ii) shall be made if such repayment is then prohibited under the terms of any Credit Facility evidencing First-Priority Lien Obligations.

(iii) Debt Issuances. In the event and on each occasion that any Net Proceeds are received by or on behalf of Borrower or any Subsidiary Guarantors in respect to any Debt Issuance, the Borrower shall, within (3) Business Days after such Net Proceeds are received, prepay Loans on a pro rata basis, in each case in an aggregate amount equal to 100% of the amount of such Net Proceeds (which prepayment of principal shall be accompanied by payment of accrued and unpaid interest, premiums (including the Prepayment Premium) and fees and expenses associated with such principal amount prepaid).

Section 2.06 [Reserved].

Section 2.07 Repayment of Loans. Borrower shall repay to the Appropriate Lenders on the applicable Maturity Date the aggregate principal amount of all Loans of any applicable Class outstanding on such date, together with all accrued and unpaid interest thereon and any outstanding fees, in each case, payable in accordance with the Loan Documents.

Section 2.08 Interest.

(a) Subject to the provisions of Section 2.08(b), each Loan shall bear interest on the outstanding principal amount thereof at a rate per annum equal to the Applicable Rate. The Borrower shall pay interest on the Initial Loans at (x) eleven percent (11%) per annum in cash on each Interest Payment Date ("Cash Interest") *plus* (y) two percent (2%) per annum paid in kind and capitalized on each Interest Payment Date as set forth in Section 2.08(c) by adding such amount to the outstanding principal amount of such Initial Loans ("PIK Interest").

(b)

(i) If any amount of principal of any Loan is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, all outstanding Loans (whether or not overdue) shall thereafter bear interest at an interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws until such amount is paid in full (after as well as before judgment).

(ii) If any amount (other than principal of any Loan) payable by Borrower under any Loan Document is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, then such overdue amount shall thereafter bear interest at the Default Rate to the fullest extent permitted by applicable Laws until such amount is paid in full (after as well as before judgment).

(iii) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Notwithstanding anything else to the contrary contained herein, interest hereunder shall be due no less frequently than quarterly. PIK Interest shall be paid by increasing the principal amount of the outstanding Initial Loans, which increase shall be evidenced on the Register and, if such advance is evidenced by a Note with respect to any Lender, shall also be evidenced by a new Note if requested by such Lender. PIK Interest shall accrue and be capitalized and added to the outstanding principal balance of the Initial Loans on each Interest Payment Date. From and after each applicable Interest Payment Date, the outstanding principal amount of the Initial Loans shall without further action by any party hereto be deemed to be increased by the aggregate amount of PIK Interest so capitalized and added to the Initial Loans in accordance with the immediately preceding sentence, whereupon such amount of PIK Interest so capitalized and added shall also accrue interest in accordance with the terms of this Section 2.08. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law. Interest at the Default Rate shall be payable on demand.

Section 2.09 Fees. Borrower shall pay to the Administrative Agent for its own account, in Dollars, fees in the amounts and at the times specified in the Fee Letter. If any Refinancing Event shall occur, the obligations of the Borrower under this Section 2.09 shall continue during the period described in Section 2.15(f).

Section 2.10 Computation of Interest and Fees. All computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed. Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, *provided* that any Loan that is repaid on the same day on which it is made shall, subject toSection 2.12(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

Section 2.11 Evidence of Debt. The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender, as applicable, and by the Register. Such accounts or records maintained by each Lender and the Register, as applicable, shall be conclusive absent manifest error of the amount of the applicable Credit Extensions to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the Register in respect of such matters, the Register shall control in the absence of manifest error. Upon the request of any Lender to the Borrower, the Borrower shall execute and deliver to such Lender a Note, which shall evidence such Lender's Loans to the Borrower in addition to such accounts or records. Each Lender may attach schedules to its Note and record thereon the date, amount, and maturity of its Loans and payments with respect thereto.

Section 2.12 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Appropriate Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in immediately available funds not later than noon on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after noon shall in each case be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders: Presumption by Administrative Agent. Unless the Administrative Agent shall have received written notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has

made such share available on such date in accordance with and at the time required by Section 2.02 and may (but shall not be obligated to), in reliance upon such assumption, make available to the applicable Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the applicable Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the applicable Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by Borrower, the interest rate applicable to Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to Borrower the amount of such interest paid by Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrower: Presumptions by Administrative Agent. Unless the Administrative Agent shall have received written notice from Borrower prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders hereunder that Borrower will not make such payment, the Administrative Agent may assume that Borrower has made such payment on such date in accordance herewith and may (but shall not be obligated to), in reliance upon such assumption, distribute to the Appropriate Lenders the amount due. In such event, if Borrower has not in fact made such payment, then each of the Appropriate Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under thissubsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender to Borrower as provided in the foregoing provisions of this Article II and such funds are not made available to Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Loans and to make payments pursuant to Section 10.04(c) are several and not joint. The failure of any Lender to make any Loan, to fund any such participation or to make any payment under Section 10.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan, to purchase its participation or to make its payment under Section 10.04(c).

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(f) Insufficient Funds. Subject to Section 8.03, if at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, toward payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, toward payment of principal then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

Section 2.13 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of (a) Obligations due and payable to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations due and payable to such Lender at such time to (ii) the aggregate amount of the Obligations due and payable to all Lenders hereunder and under the other Loan Documents at such time) of payments on account of the Obligations due and payable to all Lenders hereunder and under the other Loan Documents at such time obtained by all the Lenders at such time or (b) Obligations owing (but not due and payable) to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations owing (but not due and payable) to such Lender at such time to (ii) the aggregate amount of the Obligations owing (but not due and payable) to all Lenders hereunder and under the other Loan Parties at such time) of payment on account of the Obligations owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time obtained by all of the Lenders at such time then the Lender receiving such greater proportion shall (a) notify the Administrative Agent and the Borrower of such fact, and (b) purchase (for cash at face value) participations in the Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of Obligations then due and payable to the Lenders or owing (but not due and payable) to the Lenders, as the case may *be, provided* that:

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

(ii) the provisions of this Section shall not be construed to apply to (A) any payment made by or on behalf of Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender) or (B) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant, other than to the Borrower or any Subsidiary thereof by means other than pursuant to a Dutch Auction (as to which the provisions of this Section shall apply).

Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of Borrower in the amount of such participation.

Section 2.14 Incremental Facility.

(a) Incremental Commitments. The Borrower may at any time or from time to time after the Closing Date, by notice to the Administrative Agent (an "Incremental Request"), request one or more new commitments which shall be in the same Class as any outstanding Loans (a "Loan Increase") or a new Class of Loans (collectively with any Loan Increase, the "Incremental Commitments") under this Agreement, whereupon the Administrative Agent shall promptly deliver a copy to each of the Lenders.

(b) Incremental Loans. Any Incremental Loans (other than Loan Increases) effected through the establishment of one or more new Loans made on an Incremental Facility Closing Date shall be designated a separate Class of Incremental Loans for all purposes of this Agreement. On any Incremental Facility Closing Date on which any Incremental Commitments of any Class are effected (including through any Loan Increase), subject to the satisfaction (or waiver) of the terms and conditions in this Section 2.14, (i) each Incremental Lender of such Class shall make a Loan to the Borrower (an "Incremental Loan") in an amount equal to its Incremental Commitment of such Class and (ii) each Incremental Lender of such Class shall become a Lender hereunder with respect to the Incremental Commitment of such Class and the Incremental Loans of such Class made pursuant thereto. Notwithstanding the foregoing, Incremental Loans may have identical terms to any of the Loans and be treated as the same Class as any of such Loans.

(c) Incremental Request. Each Incremental Request from the Borrower pursuant to this Section 2.14 shall set forth the requested amount and proposed terms of the relevant Incremental Loans. Incremental Loans may be made by any existing Lender (but no existing Lender will have an obligation to make any Incremental Commitment, nor will the Borrower have any obligation to approach any existing Lenders to request any Incremental Commitment) or by any other bank or other financial institution (any such other bank or other financial institution being called an "Incremental Lender").

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

(i) no Default or Event of Default shall exist after giving effect to such Incremental Commitments, and the representations and warranties in Article V of this Agreement shall be true and correct in all material respects (or, in the case of any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language, in all respects) on and as of the date of the incurrence of such Incremental Commitments (although any representations or warranties which expressly relate to a given date or period shall be required only to be true and correct in all material respects (or in all respects, as applicable) as of the respective date or for the respective period, as the case may be);

(ii) each Incremental Commitment shall be in an aggregate principal amount that is not less than $5,000,000 and shall be in an increment of $1,000,000 (*provided* that such amount may be less than $5,000,000 if such amount represents all remaining availability under the limit set forth in clause (iii) below); and

(iii) the aggregate amount of Incremental Loans shall not exceed an amount of Incremental Loans so long as on and as of the date of the incurrence of such Incremental Loans and following the incurrence or issuance of such Indebtedness, the Consolidated Leverage Ratio for the Borrower's most recently ended four full fiscal quarters for which financial statements have been delivered pursuant to Section 6.01(a) or (b) immediately preceding the date on which such Indebtedness is incurred would not exceed 2.0 to 1.0, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom), as if the additional Indebtedness had been incurred, as the case may be, at the beginning of such four-quarter period.

(e) Required Terms. The terms, provisions and documentation of the Incremental Loans and Incremental Commitments, as the case may be, of any Class, except as otherwise set forth herein, shall be as agreed between the Borrower and the applicable Incremental Lenders; *provided* that in no event will any Incremental Loans be permitted to be voluntarily or mandatorily prepaid prior to the repayment in full of the Initial Loans, unless accompanied by at least a ratable payment of the Initial Loans (*provided* that any Incremental Amendment may provide that the applicable Incremental Lenders shall receive a less than ratable payment); *provided*, *further*, that to the extent the terms of such Incremental Commitments are not consistent with the Initial Loans (except to the extent permitted by this Section 2.14), the terms of such Incremental Commitments shall be reasonably satisfactory to the Administrative Agent (acting at the direction of the Required Lenders) (it being understood that any terms which are not substantially identical to the Initial Loans and are applicable only after the then-existing Initial Loan Maturity Date are deemed to be reasonably acceptable to the Administrative Agent). In any event:

(i) the Incremental Loans:

(A) shall rank *pari passu* in right of payment and of security with the Loans;

(B) shall not mature earlier than the latest Maturity Date of the Initial Loans outstanding at the time of incurrence of such Incremental Loans;

(C) shall have a Weighted Average Life to Maturity not shorter than the remaining Weighted Average Life to Maturity of then-existing Initial Loans (without giving effect to any prepayments thereof);

(D) subject to clauses (B) and (C) above, amortization, if any, shall be determined by the Borrower and the applicable Incremental Lenders;

(E) subject to clause (ii) below, shall have an Applicable Rate determined by the Borrower and the applicable Incremental Lenders; and

(F) may participate on a *pro rata* basis or less than *pro rata* basis (but not on a greater than *pro rata* basis) in any voluntary or mandatory prepayments of Initial Loans hereunder, as specified in the applicable Incremental Amendment;

(ii) with respect to any Incremental Loan, the All-In Yield applicable to such Incremental Loans, as applicable, of each Class shall be determined by the Borrower and the applicable Incremental Lenders, and shall be set forth in each applicable Incremental Amendment; provided, however, that if the All-In Yield in respect of such Incremental Loans exceeds the All-In Yield in respect of any then-existing Initial Loans by more than 0.50%, the Applicable Rate of such then-existing Initial Loans (including for all purposes of this Section any such Loans funded pursuant to a Loan Increase or that are Incremental Loans with the same terms as the Loans made (or deemed made) on the Closing Date) shall be adjusted such that the All-In Yield of such then-existing Initial Loans equals the All-In Yield of such Indebtedness minus 0.50%; *provided* that any amendments to the Applicable Rate in respect of any then-existing Loans that become effective subsequent to the Closing Date but prior to the time of such Indebtedness is incurred or borrowed shall also be included in such calculations, effective upon the making of loans under such Indebtedness;

(iii) to the extent such Incremental Loan is secured, it is not secured by any property or assets of the Borrower or any other Loan Party other than the Collateral (it being agreed that such Incremental Loan shall not be required to be secured by all of the Collateral);

(iv) such Incremental Loan shall not be Guaranteed by any Person other than any Loan Party and shall not have any obligors other than any Loan Party; and

(v) the proceeds of any Incremental Loan may be used for any purpose not prohibited by this Agreement.

(f) Incremental Amendment. Commitments in respect of Incremental Loans shall become Commitments under this Agreement pursuant to an amendment (an "Incremental Amendment") to this Agreement and, as appropriate, the other Loan Documents, executed by the Borrower, each Incremental Lender providing such Commitments and the Administrative Agent (acting at the direction of the Incremental Lenders). The Incremental Amendment may, without the consent of any Loan Party, the Administrative Agent or any Lender, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Borrower, to effect the provisions of this Section 2.14. The Borrower will use the proceeds of the Incremental Loans as determined by the Borrower and the Lenders providing such Incremental Loans. No Lender shall be obligated to provide any Incremental Loans unless it so agrees. The Borrower shall certify to the Administrative Agent that all conditions contained in this Agreement, including this Section 2.14, to any Incremental Loans and any Incremental Amendments have been satisfied.

(g) This Section 2.14 shall supersede any provisions in Section 2.13 or 10.01 to the contrary.

Section 2.15 Lender Claimants.

(a) In order for a Lender Claimant to cease being a Lender Claimant and to be acknowledged as a known Lender hereunder, such Lender Claimant shall submit to the Administrative Agent (i) evidence of the Notes Claims beneficially owned by such Lender Claimant, (ii) an Administrative Questionnaire, (iii) duly completed IRS tax withholding forms pursuant to this Agreement and (iv) a signature page to this Agreement. Promptly following receipt of such evidence, the Administrative Agent shall forward such evidence to the Borrower. The Borrower shall promptly direct in writing the Administrative Agent (i) whether the Person submitting such evidence should be added to the Register as a Lender, (ii) the original principal amount of Loans to be credited to such Lender Claimant, (iii) the amount of paid-in-kind interest allocable to such Loans and which is to be added to the original principal amount of the Loans and (iv) the amount of cash held in the Lender Claimant Reserve Account to be paid to such Lender Claimant, if any. The Borrower shall calculate the original principal amount of Loans to be credited to a Lender Claimant as the result of adding (i) the product of (A) the quotient of (1) the amount of 2020 Notes Claims owned by such Lender Claimant and (2) the total amount of 2020 Notes Claims and (B) $92,571,429 and (ii) the product of (A) the quotient of (1) the amount of 2022 Notes Claims owned by such Lender Claimant and (2) the total amount of 2022 Notes Claims and (B) $117,428,571. Upon receipt by the Administrative Agent of a signature page to this Agreement executed by such Lender Claimant and based solely on the Borrower's direction described in this Section 2.15(a), (x) in respect of such Loans, such Lender Claimant shall cease to be a Lender Claimant and shall have all rights of a Lender for purposes of this Agreement and all other Loan Documents and (y) the Administrative Agent shall (i) revise the Register to credit such Loans to such Lender Claimant, (ii) increase the principal of such transferred Loans with all paid-in-kind interest allocable to such Loans and (iii) pay to such Lender Claimant the cash amounts held in the Lender Claimant Reserve Account allocable to such transferred Loans. In no event shall the Administrative Agent have any duty, liability or obligation (i) to solicit or request delivery of any information or documents from any Lender Claimant, (ii) to review, verify or confirm any information or documents submitted by any Lender Claimant or contained in any direction of the Borrower or (iii) with respect to any calculation of amounts due or payable to any Lender Claimant (including the amount of any principal or interest credited to any Lender Claimant).

(b)

(i) Notwithstanding anything in this Agreement to the contrary, neither the Administrative Agent, the Borrower nor any other Person shall be liable to any Lender Claimant or to any other Person for any amount paid to a public official pursuant to applicable abandoned property law, escheat law or similar Law.

(ii) To the extent that (x) all Obligations under this Agreement and the other Loan Documents (other than Obligations owing to any Lender Claimant or any contingent obligations for which no claim has been made) are paid in full prior to the Maturity Date and (y) on or after the date described in clause (x), the Borrower deposits in to the Lender Claimant Reserve Account the full amount of all Loans (including all paid-in-kind interest allocable to such Loans) then outstanding with respect to all Lender Claimants, together with accrued and unpaid interest due on the date of such deposit (the "Lender Claimant Obligation Amount", and the occurrence of the events described in clauses (x) and (y), a "Refinancing Event"), on the date of such Refinancing Event, the Loans allocable to all Lender Claimants shall be deemed paid in full for all purposes under this Agreement; provided that until the date that is fifteen (15) Business Days prior to the date that would have been the Maturity Date (as defined on the Closing Date) had such Refinancing Event not occurred (the "Claim Termination Date"), the claims of all Lender Claimants with respect to the Lender Claimant Obligation Amount shall survive.

(iii) Absent the occurrence of a Refinancing Event, any portion of the Loans (together with all paid-in-kind interest allocable to such Loans) remaining unclaimed by Lender Claimants fifteen (15) Business Days prior to the Maturity Date (such Loans, the "Unclaimed Loans" and such date, the "Unclaimed Loans Termination Date") shall, on the Unclaimed Loans Termination Date, be deemed to have been paid in full and any claims of a Lender Claimant shall then be deemed extinguished.

(c) Any cash amounts that are held in the Lender Claimant Reserve Account shall be applied by the Administrative Agent on the Claim Termination Date or the Unclaimed Loans Termination Date, as applicable, after giving effect to the deemed repayment in full of the Loans or Unclaimed Loans, as applicable, in accordance with clause (ii) or (iii) of Section 2.15(b), in accordance with Section 2.15(d).

(d) All amounts paid pursuant to clauses (b) and (c) of this Section 2.15 shall be applied in the following order of priority:

(i) to the extent not previously prepaid, to pay all accrued and unpaid interest on the Loans as of the date of payment;

(ii) to the extent not previously prepaid, to pay that portion of the Obligations constituting unpaid principal of the Loans;

(iii) to the extent not previously prepaid, to pay any other outstanding Obligations; and

(iv) the balance, if any, following the payment in full of such Obligations, if any, to be retained by the Borrower or as otherwise required by Law.

(e) The Borrower hereby directs the Administrative Agent or an escrow agent selected by the Borrower and reasonably satisfactory to the Administrative Agent to open and maintain a segregated, non-interest bearing account entitled "Lender Claimant Reserve Account" for the purpose of holding funds payable to Lender Claimants in accordance with this Agreement. Funds held in the Lender Claimant Reserve Account shall remain uninvested.

(f) To the extent that a Refinancing Event occurs prior to the Maturity Date, from the date of such Refinancing Event until the earlier of (i) the date that all Lender Claimants have presented themselves and claimed all amounts contained in the Lender Claimant Reserve Account in accordance with Section 2.15(a) and (ii) the date that the Administrative Agent has applied amounts contained in the Lender Claimant Reserve Account in accordance with Section 2.15(d), all rights, powers and immunities of the Administrative Agent (including those contained inArticle IX and Section 10.04) and all remaining obligations of the Borrower and the Administrative Agent described under this Agreement (including this Section 2.15) with respect to the Lender Claimants and the Lender Claimant Reserve Account shall continue and survive in full force and effect notwithstanding the fact that all Obligations shall have been paid in full; provided that during such period, the Administrative Agent may request and rely on the direction of the Borrower for all purposes that it would have instead relied on the direction of the Required Lenders prior to such period.

Section 2.16 Defaulting Lenders.

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

(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 "Required Lenders" and Section 10.01.

(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 VIII or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 10.08 shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payments of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; second, as the Borrower may request (so long as no Default exists), to the funding of any Loan 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, to be held in a deposit account and released *pro rata* in order to satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement, fourth, to the payment of any amounts owing to the Lenders as a result of any final and nonappealable 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 exists, to the payment of any amounts owing to the Borrower as a result of any final and nonappealable judgment of a court of competent jurisdiction obtained by the Borrower 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; *provided* that if (x) such payment is a payment of the principal amount of any Loans in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of all Non-Defaulting Lenders on a *pro rata* basis prior to being applied to the payment of any Loans of such Defaulting Lender until such time as all Loans and funded by the Lenders *pro rata* in accordance with the Commitments hereunder. 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 clause (ii) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees. No Defaulting Lender shall be entitled to receive any fee payable under Section 2.09 for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender).

(b) Defaulting Lender Cure. If the Borrower and the Administrative Agent agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as may be necessary to cause the Loans to be held on a *pro rata* basis by the Lenders in accordance with their Commitments, whereupon such Lender will cease to be a Defaulting Lender; *provided* that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and *provided, further,* that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

ARTICLE III

TAXES, YIELD PROTECTION AND ILLEGALITY

Section 3.01 Taxes.

(a) Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes.

(i) Any and all payments by or on account of any obligation of Borrower hereunder or under any other Loan Document shall to the extent permitted by applicable Laws be made free and clear of and without reduction or withholding for any Taxes. If, however, applicable Laws require Borrower or the Administrative Agent to withhold or deduct any Tax, such Tax shall be withheld or deducted in accordance with such Laws as determined in the good faith discretion of Borrower or the Administrative Agent, as the case may be, upon the basis of the information and documentation to be delivered pursuant to subsection (e) below.

(ii) If Borrower or the Administrative Agent shall be required by the Code to withhold or deduct any Taxes, including both United States federal backup withholding and withholding taxes, from any payment, then (A) the Administrative Agent shall withhold or make such deductions as are determined by the Administrative Agent to be required based upon the information and documentation it has received pursuant to subsection (e) below, (B) the Administrative Agent shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with the Code, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes, the sum payable by the applicable Borrower shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent or Lender, as the case may be, receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(iii) If Borrower or the Administrative Agent shall be required by any applicable Laws other than the Code to withhold or deduct any Taxes from any payment, then (A) Borrower or the Administrative Agent, as required by such Laws, shall withhold or make such deductions as are determined by it to be required based upon the information and documentation it has received pursuant to subsection (e) below, (B) Borrower or the Administrative Agent, to the extent required by such Laws, shall timely pay the full amount so withheld or deducted by it to the relevant Governmental Authority in accordance with such Laws, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes, the sum payable by the applicable Borrower shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent or Lender, as the case may be, receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(b) Payment of Other Taxes by the Borrower. Without limiting the provisions of Section 3.01(a) above, Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Laws.

(c) Tax Indemnifications.

(i) Without limiting the provisions of subsection (a) or (b) above, Borrower shall, and does hereby, jointly and severally indemnify the Administrative Agent and each Lender, and shall make payment in respect thereof within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by the Administrative Agent or such Lender, as the case may be, and any reasonable

expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. Borrower shall also, and does hereby, indemnify the Administrative Agent, and shall make payment in respect thereof within 10 days after demand therefor, for any amount which a Lender for any reason fails to pay indefeasibly to the Administrative Agent as required by clause (ii) of this subsection. A certificate as to the amount of any such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(ii) Each Lender shall indemnify and hold harmless the Administrative Agent, on a several basis, (i) against any Indemnified Taxes attributable to such Lender (but only to the extent the Loan Parties have not already paid or reimbursed the Administrative Agent therefor and without limiting the Loan Parties' obligation to do so), (ii) against any Taxes attributable to such Lender's failure to maintain a Participant Register as required hereunder, and (iii) against any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Obligations, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. Each Lender shall make payment within 10 days after demand for any amount or liability payable under this Section. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender, as the case may be, under this Agreement or any other Loan Document against any amount due to the Administrative Agent under this clause (ii). The agreements in this clause (ii) shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations.

(d) Evidence of Payments. As soon as practicable after any payment of Taxes by Borrower to a Governmental Authority as provided in this Section 3.01, Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by Laws to report such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Lenders; Tax Documentation.

(i) Each Lender shall deliver to the Borrower and to the Administrative Agent, when reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Laws or by the taxing authorities of any jurisdiction and such other reasonably requested information as will permit the Borrower or the Administrative Agent, as the case may be, to determine

(A) whether or not payments made by Borrower hereunder or under any other Loan Document are subject to Taxes, withholding (including backup withholding), or deduction and if applicable, the required rate of withholding or deduction,

(B) whether or not such Lender is subject to information reporting requirements, and

(C) such Lender's entitlement to any available exemption from, or reduction of, applicable Taxes in respect of all payments to be made to such Lender by Borrower pursuant to this Agreement or otherwise to establish such Lender's status for withholding Tax purposes in the applicable jurisdictions.

Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 3.01(e)(ii)(A), (ii)(B)(1)-(4), (iii) and (v) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, if Borrower is a U.S. Person,

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

(B) each Foreign Lender that is entitled under the Code or any applicable treaty to an exemption from or reduction of withholding Tax with respect to payments hereunder or under any other Loan Document shall deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Borrower or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

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

(2) executed copies of IRS Form W-8ECI,

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit B-l to the effect that such Foreign Lender is not (A) a "bank" within the meaning of section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of Borrower within the meaning of section 871(h)(3)(B) of the Code, or (C) a "controlled foreign corporation" described in section 881(c)(3)(C) of the Code (a "**U.S. Tax Compliance Certificate**") and (y) executed copies of IRS Form W-8BEN-E (or W-8BEN, as applicable),

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

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

(iii) Each Lender shall promptly update and deliver any such form or certificate it previously delivered that has expired or become obsolete or inaccurate in any respect or notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(iv) Borrower shall promptly deliver to the Administrative Agent or any Lender, as the Administrative Agent or such Lender shall reasonably request, on or prior to the Closing Date, and in a timely fashion thereafter, such documents and forms required by any relevant taxing authorities under the Laws of any jurisdiction, duly executed and completed by Borrower, as are required to be furnished by such Lender or the Administrative Agent under such Laws in connection with any payment by the Administrative Agent or any Lender of Taxes or Other Taxes, or otherwise in connection with the Loan Documents, with respect to such jurisdiction.

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

(f) Treatment of Certain Refunds. Unless required by applicable Laws, at no time shall the Administrative Agent have any obligation to file for or otherwise pursue on behalf of a Lender, or have any obligation to pay to any Lender, any refund of Taxes withheld or deducted from funds paid for the account of such Lender, as the case may be. If the Administrative Agent or any Lender determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by Borrower or with respect to which Borrower has paid additional amounts pursuant to this Section, it shall pay to Borrower an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by Borrower under this Section with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses and net of any loss or gain realized in the conversion of such funds from or to another currency incurred by the Administrative Agent or such Lender, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), *provided* that Borrower, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 3.01(f), in no event will the Administrative Agent or any Lender be required to pay any amount to Borrower pursuant to this Section 3.01(f) the payment of which would place the Administrative Agent or such Lender in a less favorable net after-Tax position than the Administrative Agent or such Lender would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This subsection shall not be construed to require the Administrative Agent or any Lender to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to Borrower or any other Person.

(g) Survival. Each party's obligations under this Section 3.01 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations.

Section 3.02 Illegality. If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to perform any of its obligations hereunder or make, maintain or fund or charge interest with respect to any Credit Extension, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligation of such Lender to issue, make, maintain, fund or charge interest with respect to any such Credit Extension, shall be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist.

Section 3.03 [Reserved].

Section 3.04 Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

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

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

(iii) impose on any Lender any other condition, cost or expense affecting this Agreement;

and the result of any of the foregoing shall be to increase the cost to such Lender or to reduce the amount of any sum received or receivable by the Administrative Agent or such Lender hereunder (whether of principal, interest or any other amount) then, upon request of the Administrative Agent or such Lender, the Borrower will pay to the Administrative Agent or such Lender, as the case may be, such additional amount or amounts as will compensate the Administrative Agent or such Lender for such additional costs incurred or reduction suffered.

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

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in Section 3.04(b) of this Section and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of such Lender's right to demand such compensation, *provided* that no Borrower shall be required to compensate a Lender pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

Section 3.05 [Reserved].

Section 3.06 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.04, or Borrower is required to pay any additional amount to any Lender, or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then, at the request of Borrower, such Lender shall, as applicable, use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or Section 3.04, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender, as the case may be, to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender, as the case may be. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if Borrower is required to pay Indemnified Taxes or any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, and in each case, such Lender has declined or is unable to designate a different Lending Office in accordance with Section 3.06(a), or if any Lender is a Non-Consenting Lender or a Defaulting Lender or otherwise gives notice pursuant to Section 3.02, the Borrower may replace such Lender in accordance with Section 10.13.

Section 3.07 Survival. Each Loan Party's obligations under this Article III shall survive termination of the Commitments, repayment of all other Obligations hereunder, and resignation or removal of the Administrative Agent.

Section 3.08 [Reserved].

ARTICLE IV

CONDITIONS PRECEDENT TO CREDIT EXTENSIONS

Section 4.01 Conditions of Effectiveness. This Agreement shall become effective on the date on which the following conditions precedent shall have been satisfied (or waived by the Required Lenders):

(a) The receipt of the following, each properly executed by a Responsible Officer of the signing Loan Party, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance satisfactory to the Required Lenders:

(i) by the Lenders and the Administrative Agent, executed counterparts of this Agreement;

(ii) a Note executed by the Borrower in favor of each Lender requesting a Note by such Lender;

(iii) by the Lenders and the Administrative Agent, executed counterparts of the Collateral Documents and the Guaranty, together with:

(A) by the Lenders and the Administrative Agent, if any of the Pledged Equity Interests (other than in respect of the Equity Interests of Lux Holdco) shall be uncertificated securities (as defined in Article 8 of the UCC), confirmation and evidence satisfactory to the Required Lenders that the security interest in such uncertificated securities has been transferred to and perfected for the Administrative Agent for the benefit of the Secured Parties in accordance with Section 9-106 of the Uniform Commercial Code;

(B) by the Lenders and the Administrative Agent, proper financing statements in form appropriate for filing under the Uniform Commercial Code of all jurisdictions that the Required Lenders may deem necessary or desirable in order to perfect the Liens created under the Security Agreement, covering the Collateral described therein;

(C) by the Lenders, copies of any other Uniform Commercial Code, judgment, tax lien, Intellectual Property, or other searches reasonably requested by the Required Lenders with respect to the Collateral, together with copies of the financing statements (or similar documents) disclosed by such searches, and accompanied by evidence that any Liens indicated in any such financing statement that are not permitted by Section 7.01 have been or contemporaneously will be released or terminated (or otherwise provided for in a manner reasonably acceptable to the Required Lenders); and

(D) by the Lenders, evidence that all other actions, recordings and filings that the Required Lenders may deem necessary or desirable in order to perfect the Liens created under the Collateral Documents have been taken or made (including receipt of duly executed payoff letters, UCC-3 termination statements and consent agreements, if applicable) or arrangements therefor satisfactory to the Required Lenders shall have been made;

(iv) the 2019 Mortgage, covering each of the Specified Barge Rigs listed on Schedule 5.07(A), duly executed by the appropriate Loan Party, together with:

(A) evidence that the 2019 Mortgage has been duly executed, acknowledged and delivered and is in form suitable for filing or recording with the United States Coast Guard and all other filing or recording offices that the Required Lenders may deem necessary or desirable in order to create a valid second and subsisting Lien on the Specified Barge Rigs described therein in favor of the Administrative Agent as trustee for the benefit of the Secured Parties and that all filing, documentary, stamp, intangible and recording taxes and fees have been paid (or arrangements for such payment satisfactory to the Required Lenders shall have been made); and

(B) to the Lenders, evidence that all other actions that the Required Lenders may deem necessary or desirable in order to create valid second and subsisting Liens on the property described in the Mortgages has been taken, including delivery of an abstract of title evidencing that the 2019 Mortgage has been recorded with the National Vessel Documentation Center, and such other documentation as the Lenders and the Administrative Agent may require, including a certificate of ownership, copy of certificate of documentation, and copy of certificate of financial responsibility (for each jurisdiction where applicable) with respect to each Specified Barge Rig;

(v) to the Lenders and the Administrative Agent, such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party (other than Lux Holdco), as the Required Lenders may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party;

(vi) to the Lenders and the Administrative Agent, such documents, agreements and certifications as the Required Lenders may reasonably require to evidence that each Loan Party (other than Lux Holdco), is duly organized or formed, and that each of the Loan Parties is validly existing and in good standing (to the extent that such latter concept is applicable in the relevant jurisdiction) in its jurisdiction of organization;

(vii) to the Lenders and the Administrative Agent, a favorable opinion of Kirkland & Ellis LLP, counsel to the Loan Parties, addressed to the Administrative Agent and each Lender, covering such customary matters concerning the Loan Parties and the Loan Documents as the Required Lenders may reasonably request;

(viii) to the Lenders and the Administrative Agent, favorable opinions of local counsel to the Loan Parties in Delaware, Louisiana, Nevada and Oklahoma, addressed to the Administrative Agent and each Lender, covering such customary matters concerning the Loan Parties and the Loan Documents as the Required Lenders may reasonably request;

(ix) a favorable opinion of local counsel to the Loan Parties in Luxembourg, addressed to the Administrative Agent and each Lender, covering such customary matters concerning Lux Holdco as the Required Lenders may reasonably request;

(x) a favorable opinion of local counsel to the Administrative Agent in Luxembourg, addressed to the Administrative Agent and each Lender, covering such customary matters concerning the validity, perfection and enforceability of the Loan Documents governed by Luxembourg law as the Required Lenders may reasonably request;

(xi) to the Lenders, a certificate of a Responsible Officer of the Borrower either (1) attaching copies of all consents (including, without limitation, from any Governmental Authority, shareholder or other third-party), licenses and approvals required in connection with the execution, delivery and performance by any Loan Party and the validity against any Loan Party of the Loan Documents to which it is a party, and such consents, licenses and approvals shall be in full force and effect (except that the following consents do not need to be attached to such certificate to the extent delivered as attachments to any other certificate delivered on the Closing Date: (A) any consents of a member or partner of a Loan Party that are required with respect to the pledge of equity under such Loan Party's Organization Documents and (B) any resolutions by each Loan Party's governing body authorizing and approving the Loan Documents), or (2) stating that no such consents, licenses or approvals are so required;

(xii) to the Lenders and the Administrative Agent, executed counterparts of the Senior Lien Intercreditor Agreement;

(xiii) to the Lenders and the Administrative Agent, executed copies of the ABL Credit Agreement and the other ABL Loan Documents;

(xiv) to the Lenders and the Administrative Agent, a certificate signed by a Responsible Officer of the Borrower certifying that the conditions specified in Section 4.02(a) and Section 4.02(b) have been satisfied;

(xv) to the Lenders, a reasonably satisfactory opening balance sheet of the Borrower and its consolidated Subsidiaries giving pro forma effect to the transactions occurring on the effective date of the Plan of Reorganization and a customary funds flow memorandum;

(xvi) to the Lenders, copies of the Audited Financial Statements and unaudited interim consolidated financial statements of the Borrower and its consolidated Subsidiaries for each fiscal quarterly period ended subsequent to December 31, 2018 as to which such financial statements are available, accompanied by a certificate of a Responsible Officer of the Borrower;

(xvii) to the Lenders, a Solvency Certificate in the form attached hereto as Exhibit F, executed by a Responsible Officer of Borrower;

(xviii) to the Lenders and the Administrative Agent, all documentation and other information with respect to the Loan Parties required by regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including without limitation the USA Patriot Act and the Beneficial Ownership Regulation at least five (5) Business Days prior to the Closing Date to the extent the same have been requested at least ten (10) Business Days prior to the Closing Date;

(xix) to the Lenders, evidence and documentation in form and substance reasonably satisfactory to the Required Lenders that, prior to or substantially concurrently with the Closing Date, Borrower has received cash proceeds of not less than $95,000,000 from the Rights Offering (as defined in the RSA), as such amount may be reduced to provide for netting of fees and expenses

(xx) to the Lenders, projections of the consolidated balance sheets, results of operations, cash flow and unused Commitments for the Borrower and its consolidated Subsidiaries covering the period from January 1, 2019 through the Maturity Date, prepared on a quarterly basis for the fiscal year ending on December 31, 2019 and an annual basis for each fiscal year ending December 31, 2020, December 31, 2021 and December 31, 2022 (the "Initial Projections"), prepared by a Responsible Officer of the Borrower having responsibility over financial matters, all in form and substance reasonably satisfactory to the Required Lenders;

(xxi) to the Lenders, such other assurances, certificates (including a perfection certificate, if requested), documents, reports (including any environmental reports), consents or opinions as any Lender reasonably may require; and

(xxii) to the Lenders, with regard to Lux Holdco:

(A) an up-to-date copy of the constitutional documents of Lux Holdco;

(B) an excerpt delivered by the RCS pertaining to Lux Holdco dated no earlier than one (1) Business Day prior to the date of this Agreement;

(C) a non-registration certificate (*certificat de non-inscription d'une decision judiciaire*) from the RCS pertaining to Lux Holdco and dated no earlier than one (1) Business Day prior to the date of this Agreement, stating that no judicial decision has been registered with the RCS by application of article 13, items 2 to 11*bis* and article 14 of the Luxembourg law dated 19 December 2002 relating to the register of commerce and companies as well as the accounting and the annual accounts of companies, as amended (the "RCS Law"), according to which Lux Holdco would be subject to one of the judicial proceedings referred to in these provisions of the RCS Law including in particular, bankruptcy (*faillite*), controlled management (*gestion contrôlée*), suspension of payments (*sursis de paiement*), arrangement with creditors (*concordat préventif de la faillite*) and judicial liquidation (*liquidation judiciaire*) proceedings.

(D) a copy of a resolution of the board of directors of Lux Holdco:

(1) approving the terms of, and the transactions contemplated by, this Agreement and the Loan Documents to which it is a party and resolving that it execute, deliver and perform this Agreement and the Loan Documents to which it is a party;

(2) authorizing a specified person or persons to execute this Agreement and the Loan Documents to which it is a party on its behalf; and

(3) authorizing a specified person or persons, on its behalf, to sign and/or dispatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or dispatched by it under or in connection with this Agreement and the Loan Documents to which it is a party.

(E) a specimen of the signature of each person authorized by the resolution referred to in paragraph (D) above;

(F) a certificate of a Responsible Officer of Lux Holdco confirming that:

(1) it is not subject to bankruptcy (*faillite*), pre-bankruptcy, insolvency, voluntary or judicial liquidation (*liquidation volontaire ou judiciaire*), composition with creditors (*concordat préventif de faillite*), reprieve from payment (*sursis de paiement*), controlled management (*gestion contrôlée*);

(2) it is not, on the date of the Agreement, in a state of cessation of payments (*cessation de paiement*) and has not lost its commercial creditworthiness;

(3) no application has been made by it or, as far as it is aware, by any other person for the appointment of a *commissaire, juge-commissaire, liquidateur, curateur* or similar officer pursuant to any insolvency or similar proceedings;

(4) no application has been made by it for a voluntary or judicialwinding-up or liquidation; and

(5) borrowing or guaranteeing or securing, as appropriate, the Obligations would not cause any borrowing, guarantee, security or similar limit binding Lux Holdco to be exceeded.

(G) a certificate of an authorized signatory of Lux Holdco certifying that each copy document relating to it specified in this Section 4.01(a) is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement.

(H) a copy of the shareholders' register of the Lux Holdco (prior to the registration of the pledge created under the Lux Share Pledge Agreement) evidencing that Parker North America Operations, LLC owns 100% of the outstanding Equity Interests of Lux Holdco.

(I) evidence reasonably satisfactory to the Required Lenders that Lux Holdco and one or more other Loan Parties shall, in the aggregate, have acquired and directly own 100% of the outstanding Equity Interests of Parker Drilling Arctic Operating, LLC, Quail Tools, L.P., Parker Drilling Offshore USA L.L.C. and Quail USA, LLC.

(b) The Administrative Agent and Lenders shall have received all fees and other amounts due and payable on or prior to the Closing Date, including, without limitation, all filing and recording fees and Taxes and, to the extent invoiced at least two Business Days prior to the Closing Date, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder (including all such reasonable fees, charges and disbursements of counsel to the Administrative Agent, paid directly to such counsel if requested by the Administrative Agent).

(c) The Loan Parties' capital structure and financing plan shall be satisfactory to the Required Lenders (it being agreed and understood that the capital structure and financing plan as set forth in the RSA as in effect on the "RSA Effective Date" as defined in the RSA, and as amended by any amendments consented to in writing by the Required Lenders, shall be deemed satisfactory to the Required Lenders).

(d) The Bankruptcy Court shall have entered the Confirmation Order, in form and substance reasonably satisfactory to the Required Lenders, such order shall have become a Final Order and all conditions to the effectiveness of the Plan of Reorganization shall have been satisfied or waived in accordance therewith.

(e) Prior to or substantially concurrently with the Closing Date, DIP Credit Agreement (as defined in the ABL Credit Agreement) shall have been terminated and all Obligations (as defined in the DIP Credit Agreement) shall have been paid in full in cash (other than (i) indemnification obligations and other contingent obligations not then due and payable and as to which no claim has been made and (ii) any letters of credit issued thereunder that constitute Existing Letters of Credit (as defined in the ABL Credit Agreement)).

Without limiting the generality of the provisions of Section 9.03, for purposes of determining compliance with the conditions specified in this Section 4.01 and Section 4.02 each Lender that has signed this Agreement and each Lender Claimant shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received written notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

Section 4.02 Conditions to all Credit Extensions. The obligation of each Lender to make (to be deemed to make) any Credit Extension is subject to the following conditions precedent (or the waiver thereof in accordance with Section 10.01):

(a) The representations and warranties of the Borrower and each other Loan Party contained in Article V or any other Loan Document, shall be true and correct in all material respects (except for such representations and warranties that have a materiality or Material Adverse Effect qualification, which shall be true and correct in all respects) on and as of the date of such Credit Extension, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (except for such representations and warranties that have a materiality or Material Adverse Effect qualification, which shall be true and correct in all respects) as of such earlier date, and except that for purposes of this Section 4.02, the representations and warranties contained in Section 5.05(a) and (b) shall be deemed to refer to the most recent statements furnished pursuant to Section 6.01(a) and (b), respectively.

(b) No Default then exists, or would result from such proposed Credit Extension or the application of the proceeds thereof.

(c) The Administrative Agent shall have received a Committed Loan Notice, in accordance with the requirements hereof.

Each request for a Credit Extension submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in Section 4.02(a) and Section 4.02(b) have been satisfied on and as of the date of the applicable Credit Extension.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Administrative Agent and the Lenders that:

Section 5.01 Existence: Compliance with Law. Each Loan Party (a) is duly organized or formed, validly existing and, as applicable, in good standing under the laws of the jurisdiction of its organization or formation, (b) has the requisite power and authority, and the legal right, to own and operate its Property, to lease the Property it operates as lessee and to conduct the business in which it is currently engaged, (c) is duly qualified and licensed and, as applicable, in good standing under the laws of each jurisdiction where its ownership, lease or operation of Property or the conduct of its business requires such qualification except to the extent that the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect and (d) is in compliance with all Requirements of Law except to the extent that the failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.02 Power: Authorization: Enforceable Obligations. Each Loan Party has the requisite power and authority to make, deliver and perform the Loan Documents to which it is a party and, in the case of the Borrower, to borrow hereunder. Each Loan Party has taken all necessary corporate or other action to authorize the execution, delivery and performance of the Loan Documents to which it is a party and, in the case of the Borrower, to authorize the borrowings on the terms and conditions of this Agreement. No consent or authorization of, filing with, notice to, approval or other act by or in respect of, any Governmental Authority or any other Person is required in connection with (a) the borrowings hereunder or the consummation of the Plan of Reorganization, (b) the execution, delivery, performance, validity or enforceability against any Loan Party of this Agreement or any of the other Loan Documents, (c) the grant by any Loan Party of the Liens granted by it pursuant to the Collateral Documents, (d) the perfection or maintenance of the Liens created under the Collateral Documents (including the second priority nature thereof) or (e) the exercise by the Administrative Agent or any Lender of its rights under the Loan Documents or the remedies in respect of the Collateral pursuant to the Collateral Documents, except, in each case, (i) consents, authorizations, filings and notices described in Schedule 5.02. which consents, authorizations, filings and notices have been obtained or made and are in full force and effect (except as noted on Schedule 5.02), (ii) the filings referred to in Section 5.18, (iii) in the case of any authorization, approval, action, notice or filing from or with a Person other than a Governmental Authority, the failure to have could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect and (iv) for matters that may be required after the Closing Date in the ordinary course of conducting the business of the Borrower or any Subsidiary thereof. Each Loan Document has been duly executed and delivered on behalf of each Loan Party that is a party thereto. This Agreement constitutes, and each other Loan Document upon execution will constitute, a legal, valid and binding obligation of each Loan Party that is a party thereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable Debtor Relief Laws and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

Section 5.03 No Legal Bar. The execution, delivery and performance of this Agreement and the other Loan Documents, the borrowings hereunder and the use of the proceeds thereof will not violate any Requirement of Law nor any material Contractual Obligation of the Borrower or any of its Subsidiaries, including, without limitation, arising under the ABL Loan Documents or other material debt instrument, and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Contractual Obligation (other than the Liens created by the Collateral Documents). No Requirement of Law or Contractual Obligation applicable to the Borrower or any of its Subsidiaries could, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.04 No Material Litigation. No litigation, investigation, claim or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of the Borrower after due and diligent investigation, threatened by or against the Borrower or any of its Subsidiaries or against any of their respective properties or revenues that (a) purport to directly affect or pertain to this Agreement or any other Loan Document or any of the transactions contemplated hereby or thereby, or (b) except as specifically disclosed in Schedule 5.04 individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, and there has been no adverse change in the status, or financial effect on any Loan Party or any Subsidiary thereof, of the matters described in Schedule 5.04.

Section 5.05 Financial Statements; No Material Adverse Effect. (a) The Audited Financial Statements, reported on by and accompanied by an unqualified report from an independent certified public accounting firm of national reputation, present fairly in all material respects the consolidated financial condition of the Borrower and its Subsidiaries as at December 31, 2017 and, to the extent available on the Closing Date, December 31, 2018, as applicable, and the consolidated results of its operations and its consolidated cash flows for the respective fiscal years then ended.

(b) The unaudited consolidated balance sheet of the Borrower and its Subsidiaries at January 31, 2019, and the related unaudited consolidated statements of income and cash flows for the period ended on such date, present fairly in all material respects the consolidated financial condition of the Borrower and its Subsidiaries as at such date, and the consolidated results of its operations and its consolidated cash flows for the period then ended (subject to the absence of footnotes and normal year-end audit adjustments).

(c) All such financial statements described in Section 5.05(a) and Section 5.05(b) of this Section, including the related schedules and notes thereto, have been prepared in accordance with GAAP applied consistently throughout the periods involved (except as approved by the applicable accounting firm and disclosed therein or, in the case of financial statements described in Section 5.05(b), for the absence of footnotes and normal year-end adjustments). As of the Closing Date, the Borrower and its Subsidiaries do not have any material Guarantees, contingent liabilities and liabilities for taxes (except for any such tax liabilities to taxing authorities outside of the United States which are not, in the aggregate, material to the Borrower and its Subsidiaries taken as a whole) or any long-term leases or unusual forward or long-term commitments, including, without limitation, any interest rate or foreign currency swap or exchange transaction or other obligation in respect of derivatives, that are not reflected in the unaudited consolidated balance sheet of the Borrower and its Subsidiaries at January 31, 2019, and the related unaudited consolidated statements of income and cash flows for the period ended on such date, and which should be so reflected in accordance with GAAP. During the period from January 31, 2019 to and including the Closing Date, there has been no Disposition by the Borrower or any of its Subsidiaries of any material part of its business or Property, except as reflected in the financial statements described in Section 5.05(a) and Section 5.05(b) of this Section, which were delivered prior to the Closing Date.

(d) Since December 31, 2017 there has been no event or circumstance, other than the Cases, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

Section 5.06 No Default. Neither any Loan Party nor any Subsidiary thereof is in default under or with respect to any of its Contractual Obligations in any respect that could, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No Default or Event of Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Loan Document.

Section 5.07 Ownership of Property; Liens. Each Loan Party has good record and marketable title in fee simple to, or a valid leasehold interest in, all its material real property, and good title to, or a valid leasehold interest in, all its other material Property, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and none of such Property is subject to any Lien except Liens permitted by Section 7.01. Schedule 5.07 sets forth a complete and accurate list, as of the Closing Date, of all land rigs and barge rigs located and operating in the continental United States, Alaska or Gulf of Mexico waters subject to U.S. state or federal jurisdiction owned by each Loan Party and each of its Subsidiaries, showing as of the Closing Date the record owner and registration number as presented on any certificate of title or contained in the official records of the National Vessel Documentation Center of the United States Coast Guard, as applicable.

Section 5.08 Intellectual Property. Each Loan Party owns, or is licensed to use, all material Intellectual Property necessary for the conduct of its business as currently conducted; no material claim has been asserted and is pending by any Person challenging or questioning the use of any such Intellectual Property or the validity or effectiveness of any such Intellectual Property, nor does the Borrower know of any valid basis for any such claim; and the use of such Intellectual Property by the Borrower and its Subsidiaries does not infringe on the rights of any Person in any material respect.

Section 5.09 Taxes. Except to the extent excused or prohibited by the Bankruptcy Code of the United States or not otherwise authorized by the Bankruptcy Court with respect to periods prior to the Closing Date, each of the Borrower and each of its Subsidiaries has filed or caused to be filed all material Federal, state and other Tax returns and reports that are required to be filed and has paid all Taxes shown to be due and payable on said returns or on any assessments made against it or any of its Property and all other material Taxes, fees or other charges imposed on it or any of its Property by any Governmental Authority (other than any the amount or validity of which are currently being contested in good faith by appropriate proceedings diligently conducted in each case, with respect to which adequate reserves in conformity with GAAP have been provided on the books of the Borrower or its Subsidiaries, as the case may be), and no tax Lien has been filed (except for any Liens for taxes, the nonpayment of which is excused or prohibited by the Bankruptcy Code, or as permitted by Section 7.1(a)), and, to the knowledge of Borrower, no claim is being asserted, with respect to any such tax, fee or other charge (other than any such Liens and claims in favor of taxing authorities outside of the United States which are not, in the aggregate, material to Borrower and its Subsidiaries taken as a whole). Neither Borrower nor any Subsidiary thereof is party to any tax sharing agreement.

Section 5.10 Federal Regulations. No part of the proceeds of any Loans will be used in violation of Regulation U issued by the FRB as now and from time to time hereafter in effect or for any purpose that violates the provisions of the regulations of the FRB. No Loan Party is engaged or will engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the FRB).

Section 5.11 Labor Matters. There are no strikes or other labor disputes against the Borrower or any of its Subsidiaries pending or, to the knowledge of the Borrower, threatened that (individually or in the aggregate) could reasonably be expected to have a Material Adverse Effect. Hours worked by and payment made to employees of the Borrower and its Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable Requirement of Law dealing with such matters that (individually or in the aggregate) could reasonably be expected to have a Material Adverse Effect. Except as could not (individually or in the aggregate) reasonably be expected to have a Material Adverse Effect, all payments due from the Borrower or any of its Subsidiaries on account of employee health and welfare insurance have been paid or accrued as a liability on the books of the Borrower or the relevant Subsidiary.

Section 5.12 ERISA Compliance.

(a) Each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code and other Federal or state Laws, except where such non-compliance has not had and could not reasonably be expected to have a Material Adverse Effect. The base prototype plan document which each Plan that is intended to qualify under Section 401(a) of the Code uses an opinion letter from the IRS, or an application for such a letter is currently being processed by the IRS with respect thereto and, to the knowledge of the Borrower, nothing has occurred which would prevent, or cause the loss of, such qualification. Except to the extent the failure to do so could not reasonably be expected to have a Material Adverse Effect, the Borrower and each ERISA Affiliate have made all required contributions to each Plan subject to Section 412 of the Code, and no application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Plan. There are no pending or, to the knowledge of the Borrower, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect.

(b) Except to the extent such event could not reasonably be expected to have a Material Adverse Effect: (i) No ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability; (iii) neither the Borrower nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) neither the Borrower nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) neither the Borrower nor any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA.

(c) With respect to each scheme or arrangement mandated by a government other than the United States (a "Foreign Government Scheme or Arrangement") and with respect to each employee benefit plan maintained or contributed to by any Loan Party or any Subsidiary of any Loan Party that is not subject to United States law (a "Foreign Plan"), each Foreign Plan is in compliance in all material respects with the provisions of the applicable law or terms of the applicable Foreign Government Scheme or Arrangement and no Foreign Benefit Event has occurred or is reasonably expected to occur, except where such non-compliance or occurrence has not had and could not reasonably be expected to have a Material Adverse Effect.

(d) The Borrower represents and warrants as of the Closing Date that none of the Borrower or its Subsidiaries, is or will be using "plan assets" (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of one or more Benefit Plans in connection with the Loans or the Commitments.

Section 5.13 Investment Company Act; Other Regulations. No Loan Party 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 Loan Party is subject to regulation under any Requirement of Law (other than Regulation X of the FRB) which limits its ability to incur Indebtedness.

Section 5.14 Subsidiaries. The Subsidiaries listed on Schedule 5.14 constitute all of the Subsidiaries of the Borrower as of the Closing Date. Schedule 5.14 sets forth as of the Closing Date the name and jurisdiction of incorporation and, in the case of each Loan Party, the U.S. taxpayer identification number of each such Subsidiary and, as to each, the percentage of each class of Equity Interest owned by each Loan Party. All of the outstanding Equity Interests in the Subsidiaries of the Borrower have been validly issued, and (to the extent applicable) fully paid and non-assessable. All of the outstanding Pledged Equity Interests that are Collateral are owned free and clear of all Liens except those created under the Collateral Documents and, if and when the same are executed and delivered, the ABL Loan Documents and any other documents with respect to any Indebtedness permitted to be incurred and secured on a senior, pari passu or junior basis pursuant to Sections 7.01 and 7.03. As of the Closing Date, the Borrower does not directly or indirectly own any Equity Interest in any corporation, limited partnership or limited liability company (or other business entity) other than those specifically disclosed in Schedule 5.14. Schedule 5.14 identifies as of the Closing Date each Material Subsidiary, Immaterial Subsidiary, Project Finance Subsidiary and Excluded Subsidiary. As of the Closing Date, there are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than Equity Interests granted to employees and/or directors) of any nature relating to any Equity Interests of the Borrower or any Subsidiary, except as disclosed on Schedule 5.14.

Section 5.15 Use of Proceeds. The proceeds of the Loans shall be used to provide liquidity for capital expenditures, working capital and for ongoing general corporate purposes for the Borrower and its Subsidiaries not in contravention of any Law.

Section 5.16 Environmental Matters. Other than as set forth on Schedule 5.16 and exceptions to any of the following that could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect:

(a) the Borrower and its Subsidiaries: (i) are, and for the last five (5) years have been, in compliance with all applicable Environmental Laws; (ii) hold all Environmental Permits (each of which is in full force and effect) required for any of their current or intended operations or for any property owned, leased, or otherwise operated by any of them; (iii) are, and for the last five (5) years have been, in compliance with all of their Environmental Permits; and (iv) reasonably believe that: each of their Environmental Permits will be timely renewed and complied with, without material expense; any additional Environmental Permits that may be required of any of them will be timely obtained and complied with, without material expense; and compliance with any Environmental Law that is or is expected to become applicable to any of them will be timely attained and maintained, without material expense.

(b) Hazardous Materials are not present at, on, under, in, or about any real property now or formerly owned, leased, or operated by the Borrower or any of its Subsidiaries, or at any other location (including, without limitation, any location to which Hazardous Materials have been sent for re-use or recycling or for treatment, storage, or disposal) which could reasonably be expected to (i) give rise to liability of the Borrower or any of its Subsidiaries under any applicable Environmental Law or otherwise result in costs to the Borrower or any of its Subsidiaries, (ii) interfere with the Borrower's or any of its Subsidiaries' continued operations, or (iii) impair the fair saleable value of any real property owned or leased by the Borrower or any of its Subsidiaries.

(c) There is no judicial, administrative, or arbitral proceeding (including any notice of violation or alleged violation) under or relating to any Environmental Law to which the Borrower or any of its Subsidiaries is, or to the knowledge of the Borrower or any of its Subsidiaries will be, named as a party that is pending or, to the knowledge of the Borrower or any of its Subsidiaries, threatened in writing.

(d) Neither the Borrower nor any of its Subsidiaries has received any written request for information, or been notified that it is a potentially responsible party under or relating to the CERCLA or any similar Environmental Law, or with respect to any Hazardous Material.

(e) Neither the Borrower nor any of its Subsidiaries has entered into or agreed to any consent decree, order, or settlement or other agreement, or is subject to any judgment, decree, or order or other agreement, in any judicial, administrative, arbitral, or other forum for dispute resolution, relating to compliance with or liability under any Environmental Law.

(f) Neither the Borrower nor any of its Subsidiaries has assumed or retained, by contract or operation of law, any liabilities of any kind, fixed or contingent, known or unknown, under any Environmental Law or with respect to any Hazardous Material other than indemnity obligations in the Ordinary Course of Business.

Section 5.17 Accuracy of Information, etc. No written statement or information contained in this Agreement, any other Loan Document or any other document, certificate or written statement furnished to the Administrative Agent or the Lenders or any of them, by or on behalf of any Loan Party for use in connection with the transactions contemplated hereby and the negotiation of this Agreement or the other Loan Documents or delivered hereunder or under any other Loan Document (in each case, as modified or supplemented by other information so furnished), contained as of the date such statement, information, document or certificate was so furnished, any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements contained herein or therein, taken as a whole, not materially misleading in light of the circumstances under which made.

Section 5.18 Collateral Documents. The provisions of the Collateral Documents are effective to create in favor of the Administrative Agent, for the benefit of the Secured Parties, a legal, valid and enforceable Lien on all right, title and interest of the respective Loan Parties in the Collateral described therein and proceeds thereof. As applicable to Loan Parties on the Closing Date, when financing statements in appropriate form are filed in the offices specified on Schedule 5.18 the Security Agreement shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Collateral (other than the Specified Barge Rigs covered by a Mortgage) and the proceeds thereof, as security for the Secured Obligations (as defined in the Security Agreement), in each case prior and superior in right to any other Person (except Liens permitted by Section 7.01), to the extent such security interest can be perfected by any filing of UCC financing statements. When any Mortgage is filed for recording in the National Vessel Documentation Center of the United States Coast Guard located in Falling Waters, West Virginia, such Mortgage shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in the Specified Barge Rigs and such other Collateral described therein and the proceeds thereof, as security for the Secured Obligations (as defined in the applicable Mortgage), in each case prior and superior in right to any other Person (except Liens permitted by Section 7.01).

Section 5.19 Solvency. The Loan Parties, on a consolidated basis, are, and immediately after giving effect to the incurrence of all Indebtedness and obligations being incurred in connection herewith and to the transactions contemplated by the Plan of Reorganization will be, Solvent.

Section 5.20 Insurance. The properties of the Borrower and its Subsidiaries are insured with financially sound and reputable insurance companies not Affiliates of the Borrower, in such amounts with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where the Borrower or the applicable Subsidiary operates, except to the extent that reasonable self-insurance meeting the same standards is maintained with respect to such risks, and which insurance meets the requirements of the Mortgages.

Section 5.21 OFAC/Sanctions. Except as described on Schedule 5.21, no Loan Party nor any of their respective Subsidiaries, nor, to the knowledge of any Loan Party, any of its or their respective directors, officers, employees, agents, controlled Affiliates or other Persons acting on its behalf with express authority to so act, is an individual or entity that is, or is owned or controlled by any individual or entity that is, (i) currently the subject of any Sanctions, (ii) included on OFAC's List of Specially Designated Nationals and Blocked Persons, or HMT's Consolidated List of Financial Sanctions Targets and the Investment Ban List, or (iii) located, organized or residing

in any Designated Jurisdiction (provided, that with respect to an individual or entity that is owned or controlled by any individual or entity described in clauses (i), (ii) or (iii), only to the extent such ownership or control would cause all transactions to be similarly prohibited with such person pursuant to Sanctions). No Loan Party nor any of its Subsidiaries, nor, to the knowledge of any Loan Party (including the knowledge of the Chief Compliance Officer following due inquiry of his direct reports), any of its or their respective current or former directors, officers, employees, agents, controlled Affiliates or other Persons acting on its behalf with express authority to so act, has engaged at any time within the previous five years, or is engaged, in any transaction(s) or activities which would result in a violation of Sanctions which, individually or in the aggregate, would have a material impact on the Company and its Subsidiaries taken as a whole. No loan, nor the proceeds from any Loan, has been used, directly or, with the knowledge of a Loan Party, indirectly, (i) to lend, contribute, provide or has otherwise been made available to fund any activity or business in any Designated Jurisdiction, or to fund any activity or business of any Person located, organized or residing in any Designated Jurisdiction or who is the subject of any Sanctions in violation of applicable Sanctions, or (ii) in any other manner, that will result in any violation by any Person (including any individual, entity or other Person participating in the transaction, whether as underwriter, advisor, investor, Lender, the Administrative Agent or otherwise) of applicable Sanctions.

Section 5.22 Anti-Corruption Laws. Except as previously disclosed by the Borrower and its Subsidiaries in public filings, the Loan Parties have conducted their businesses in compliance with the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, or other similar and applicable anti-corruption legislation in other jurisdictions ("Anti-Corruption Laws") in all material respects and have instituted and maintained policies and procedures reasonably designed to promote and achieve compliance with such applicable Anti-Corruption Laws.

Section 5.23 Money Laundering. Borrower and its Subsidiaries have conducted their respective businesses in compliance in all material respects with applicable anti-money laundering laws (collectively, the "Money Laundering Laws") and no material legal proceeding by or before any Governmental Entity or any arbitrator involving the Borrower or any of its Subsidiaries with respect to Money Laundering Laws is pending or, to the knowledge of the Borrower, threatened.

Section 5.24 EEA Financial Institution. No Loan Party is an EEA Financial Institution.

ARTICLE VI

AFFIRMATIVE COVENANTS

Borrower covenants and agrees that until payment in full of the Obligations (other than unasserted contingent indemnification obligations), Borrower and each other Loan Party shall and shall cause their respective Subsidiaries to comply with each of the following:

Section 6.01 Financial Statements. Deliver to the Administrative Agent (which shall promptly furnish to each Lender), in form and detail reasonably satisfactory to the Required Lenders:

(a) as soon as available, but in any event within 90 days after the end of each fiscal year of the Borrower, a copy of the audited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such year and the related audited consolidated statements of income and of cash flows for such year, setting forth in each case in comparative form the figures as of the end of and for the previous year, reported on without a "going concern" or like qualification or exception, or qualification arising out of the scope of the audit (other than any such "going concern" or like qualification or exception resulting solely from an upcoming maturity date under any Indebtedness, including the Obligations and the ABL Obligations), by independent certified public accountants of nationally recognized standing;

(b) as soon as available, but in any event not later than 45 days after the end of each of the first three quarterly periods of each fiscal year of the Borrower, the unaudited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such quarter and the related unaudited consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures as of the end of and for the corresponding period in the previous year, certified by a Responsible Officer of the Borrower as being fairly stated in all material respects (subject to normal year-end audit adjustments and the absence of footnotes); and

(c) if a Cash Dominion Trigger Period (as defined in the ABL Credit Agreement) is in effect, as soon as available, but in any event not later than 30 days after the end of each month (or 45 days in the case of any month coinciding with the end of a fiscal quarter), the unaudited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such month and the related unaudited consolidated statement of income for such month and the portion of the fiscal year through the end of such month, setting forth in each case in comparative form the figures as of the end of and for the corresponding period in the previous fiscal year;

As to any information contained in materials furnished pursuant to Section 6.02(e), the Borrower shall not be separately required to furnish such information under clause (a) or (b) above, but the foregoing shall not be in derogation of the obligation of the Borrower to furnish the information and materials described in Section 6.01(a) and (b) above at the times specified therein.

Section 6.02 Certificates; Other Information. Deliver to the Administrative Agent (which shall promptly furnish to each Lender), or, in the case of clause (g), to the relevant Lender (and/or Administrative Agent if making such request itself), in form and detail reasonably satisfactory to the Required Lenders:

(a) concurrently with the delivery of the financial statements referred to in Section 6.01(a), a certificate of the independent certified public accountants reporting on such financial statements stating that in making the examination necessary therefor no knowledge was obtained of any failure by the Borrowers to comply with the terms, covenants, provisions or conditions of Articles VI, VII, VIII of this Agreement, except as specified in such certificate (it being understood that such certificate shall be limited to the items that independent certified public accountants are permitted to cover in such certificates pursuant to their professional standards and customs of the profession);

(b) concurrently with the delivery of any financial statements pursuant to Section 6.01 a duly completed and executed Compliance Certificate; *provided* that, it is understood such Compliance Certificate shall, among other provisions, contain certifications of a Responsible Officer of the Borrower stating that such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate;

(c) [reserved];

(d) no later than three (3) Business Day prior to the effectiveness thereof (or such shorter time period as may be agreed by the Administrative Agent), copies of substantially final drafts of any proposed amendment, supplement, waiver or other modification with respect to the ABL Loan Documents;

(e) within five days after the same are sent, copies of all financial statements and reports that the Borrower sends to the holders of any class of its debt securities or public equity securities and, within five days after the same are filed, copies of all financial statements and reports that the Borrower may make to, or file with, the SEC;

(f) concurrently with the delivery thereof, copies of any default notices received by the ABL Agent; and

(g) promptly, such additional financial and other information as any Lender through the Administrative Agent or the Administrative Agent itself may from time to time reasonably request, including without limitation, information for purposes of compliance with applicable flood insurance regulations, applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the Patriot Act and the Beneficial Ownership Regulation.

Documents required to be delivered pursuant to Section 6.01(a) or (b) or Section 6.02(e) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 10.02; or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); *provided* that: (i) if so requested by the Administrative Agent or any Lender, the Borrower shall deliver paper copies of such documents to the Administrative Agent or such Lender until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender and (ii) the Borrower shall notify the Administrative Agent and each Lender (by telecopier or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. If so requested by the Administrative Agent or any Lender, the Borrower shall be required to provide paper copies of the Compliance Certificates required by Section 6.02(b) to the Administrative Agent. Except for such Compliance Certificates, the Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (a) the Administrative Agent will make available to the Lenders materials, projections and/or information provided by or on behalf of the Borrower hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on SyndTrak, ClearPar, IntraLinks or a substantially similar electronic transmission system (the "Platform") and (b) certain of the Lenders (each, a "Public Lender") may have personnel who do not wish to receive material non-public information with respect to any of the Borrower or its respective Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrower hereby agrees that it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (i) all such Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (ii) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat the Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or their respective securities for purposes of United States Federal and state securities laws (*provided*, *however*, that to the extent the Borrower Materials constitute Information, they shall be treated as set forth in Section 10.07); (iii) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information;" and (iv) the Administrative Agent shall be entitled to treat the Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information."

Section 6.03 Notices. Promptly notify the Administrative Agent (which shall promptly furnish such notice to each Lender) of:

(a) the occurrence of any Default or Event of Default;

(b) any (i) default or event of default under any Contractual Obligation of the Borrower or any of its Subsidiaries that could reasonably be expected to have a Material Adverse Effect or (ii) litigation, investigation or proceeding which may exist at any time between the Borrower or any of its Subsidiaries and any Governmental Authority that, if adversely determined, could reasonably be expected to have a Material Adverse Effect;

(c) any litigation, investigation by a third-party (excluding, for the avoidance of doubt, any internal investigations) or proceeding affecting the Borrower or any of its Subsidiaries (i) in which the amount involved is $5,000,000 or more and not covered by insurance or (ii) in which injunctive or similar relief is sought which could reasonably be expected to have a Material Adverse Effect;

(d) as soon as possible and in any event within 10 days after the Borrower knows or has reason to know of the occurrence of any ERISA Event or Foreign Benefit Event that has had or could reasonably be expected to have a Material Adverse Effect; and

(e) the formation or acquisition of any Subsidiary by Lux Holdco after the Closing Date promptly after such formation or acquisition and in any event within five (5) Business Days after such formation or acquisition (or such longer period as the Administrative Agent may agree in its sole discretion); and

(f) any development or event that has had or could reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this Section 6.03 shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower or relevant Subsidiary has taken and proposes to take with respect thereto. Each notice pursuant to Section 6.03(a) shall describe with particularity any and all provisions of this Agreement and any other Loan Document that have been breached.

Section 6.04 Conduct of Business and Maintenance of Existence, etc. (a)(i) Preserve, renew and keep in full force and effect its legal existence (except as otherwise permitted under this Agreement) and (ii) take all reasonable action to maintain all rights, privileges and franchises useful and necessary in the normal conduct of its business, except, in each case, as otherwise permitted by Section 7.04 and except, in the case of the foregoing clause (ii), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (b) comply with all Contractual Obligations and Requirements of Law, except to the extent that failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 6.05 Maintenance of Property; Insurance. (a) Keep all material Property and systems useful and necessary in its business in good working order and condition, ordinary wear and tear excepted, and (b) maintain with financially sound and reputable insurance companies insurance on all its Property in at least such amounts and against at least such risks (but including in any event public liability and product liability) as are usually insured against in the same general area by companies engaged in the same or a similar business. The Borrower shall furnish certificates, policies and endorsements to Administrative Agent as Administrative Agent shall reasonably request as proof of such insurance, and, if the Borrower fails to do so, Administrative Agent is authorized, but not required, to obtain such insurance at the expense of the Borrower. All policies shall provide for at least thirty (30) days prior written notice to Administrative Agent of any cancellation or reduction of coverage. The Borrower shall cause Administrative Agent to be named as a loss payee and an additional insured (but without any liability for any premiums) under such insurance policies and the Borrower shall obtain non-contributory lender's loss payable endorsements to all insurance policies in form and substance satisfactory to Administrative Agent. Any such lender's loss payable endorsements shall specify that the proceeds of such insurance shall be payable to Administrative Agent, for the ratable benefit of the Secured Parties, as its interests may appear and further specify that Administrative Agent shall be paid regardless of any act or omission by the Borrower or any of its Affiliates. Subject to the terms of the Senior Lien Intercreditor Agreement and any Customary Intercreditor Agreement, the Administrative Agent, at its option, may apply any insurance proceeds received by Administrative Agent at any time while any Event of Default shall have occurred and be continuing to the cost of repairs or replacement of Collateral and/or, to payment of the Obligations, whether or not then due, in any order and in such manner as Administrative Agent may determine or hold such proceeds as cash collateral for the Obligations.

Section 6.06 Inspection of Property; Books and Records; Discussions. (a) Keep proper books of records and account in which full, true and correct entries in conformity with GAAP and all Requirements of Law shall be made of all dealings and transactions in relation to its business and activities and (b) permit the Administrative Agent and any Lender (accompanied by any other Lender that so elects) to visit and inspect any of its properties and examine and make abstracts from any of its books and records at any reasonable time, upon reasonable prior notice, and to discuss the business, operations, properties and financial and other condition of the Borrower and its Subsidiaries with officers and employees of the Borrower and its Subsidiaries and with its independent certified public accountants (it being understood that all such notices shall be given through the Administrative Agent and shall be coordinated with any other such notices to the extent reasonably possible) provided that, absent a Default or Event of Default, only two such visits per calendar year shall be at the Loan Parties' expense.

Section 6.07 Environmental Laws. (a) Comply in all respects with, and take all reasonable action to ensure compliance in all respects by all tenants and subtenants, if any, with, all applicable Environmental Laws, and (b) obtain and comply in all respects with and maintain, and take all reasonable action to ensure that all tenants and subtenants obtain and comply in all respects with and maintain, any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws, except in each case of (a) and (b), to the extent that any failures to so comply, obtain or maintain could not, in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Section 6.08 Payment of Obligations. Pay and discharge as the same shall become due and payable, all its obligations and liabilities, including (a) all tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by the Borrower or such Subsidiary; (b) all other lawful claims which, if unpaid, would by law become a Lien upon its property; and (c) all Indebtedness, as and when due and payable, but subject to any subordination provisions contained in any instrument or agreement evidencing such Indebtedness, in each case, where non-payment thereof could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

Section 6.09 Additional Collateral; Additional Guarantors.

(a) With respect to any Specified Personal Property acquired after the Closing Date as to which the Administrative Agent, for the benefit of the Secured Parties, does not have a perfected Lien, promptly following such acquisition (i) execute and deliver to the Administrative Agent such amendments or supplements to the Security Agreement, Lux Security Agreements or Mortgages or such other documents as the Administrative Agent reasonably requests to grant to the Administrative Agent, for the benefit of the Secured Parties, a Lien in such Property, (ii) take all actions necessary or advisable to grant to the Administrative Agent, for the benefit of the Secured Parties, a perfected second priority Lien in such Property, subject to Permitted Liens, including without limitation, the filing of UCC financing statements (or equivalent documentation)

in such jurisdictions as may be required by the Security Agreement, any Lux Security Agreement or by Law or as may be requested by the Administrative Agent and the recording of such amendment or supplement with the United States Coast Guard, if applicable, and (iii) if reasonably requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent. Notwithstanding anything herein to the contrary, (i) if the Borrower or any Subsidiary Guarantor grants a lien on any assets to secure any Secured Credit Facilities Indebtedness, the Borrower or the applicable Subsidiary Guarantor shall be required to provide a perfected second-priority security interest in such assets, subject only to Permitted Liens, to secure the Obligations and (ii) if the Borrower or any Subsidiary Guarantor grants a lien on any assets to secure any Other Second-Lien Obligations, the Borrower or the applicable Subsidiary Guarantor shall be required to provide a perfected second-priority security interest in such assets, pari passu with such Other Second-Lien Obligations, subject only to Permitted Liens, to secure the Obligations.

(b) With respect to any new Material Subsidiary (other than (i) an Excluded Subsidiary or (ii) a Project Finance Subsidiary) directly or indirectly created or acquired after the Closing Date by the Borrower or any other Loan Parties (which, for the purposes of this paragraph, shall include (1) any existing Material Subsidiary that ceases to be an Excluded Subsidiary or a Project Finance Subsidiary, (2) any existing Subsidiary (that is not an Excluded Subsidiary or a Project Finance Subsidiary) that ceases to be an Immaterial Subsidiary or otherwise becomes a Material Subsidiary and (3) any Subsidiary that guarantees or becomes an obligor under any Indebtedness of the Borrower or any Guarantor), promptly (and in any event within 30 days, or such longer period as the Administrative Agent may agree) following such creation, acquisition or the guaranteeing of any such Indebtedness, (i) cause such Subsidiary (A) to become a party to the Guaranty and the Security Agreement (or enter into other similar documents in form and substance satisfactory to the Administrative Agent), (B) in the case of any such Subsidiary owning a Specified Barge Rig, to execute and deliver a new Mortgage or an amendment to any existing Mortgage to include as covering such Specified Barge Rig, and (C) to take such actions necessary or advisable to grant to the Administrative Agent, for the benefit of the Secured Parties, a perfected second priority Lien in the Collateral described in the Security Agreement (or other similar document referred to in (i)(A) above) or the applicable Mortgage (or amendment to an existing Mortgage), as the case may be, with respect to such Subsidiary (subject to Permitted Liens), including, without limitation, the filing of UCC financing statements (or equivalent documentation) in such jurisdictions as may be required by the Security Agreement (or other similar document referred to in (i)(A) above) or by law or as may be reasonably requested by the Administrative Agent and the recording of such Mortgage or amendment to a Mortgage with the United States Coast Guard, if applicable, and (ii) if reasonably requested by the Administrative Agent deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent.

(c) If, as of the end of any Measurement Period, Immaterial Subsidiaries collectively (i) generated more than 5.0% of Consolidated EBITDA for the Measurement Period most recently ended for which financial statements of the Borrower and its Subsidiaries are available or (ii) own assets that have an aggregate fair market value equal to or greater than 5.0% of Consolidated Tangible Assets of the Borrower and its Subsidiaries, then in each case the

Borrower shall cause one or more of such Immaterial Subsidiaries to execute a joinder agreement (or agreements) such that after giving effect thereto, (A) all such remaining Immaterial Subsidiaries that are not Loan Parties generated less than 5.0% of Consolidated EBITDA for such Measurement Period and (B) the total assets owned by all such remaining Immaterial Subsidiaries that are not Loan Parties will have an aggregate fair market value of less than 5.0% of the Consolidated Tangible Assets of the Borrower and its Subsidiaries.

Section 6.10 Ownership of Lux Holdco. Borrower or another Loan Party shall maintain direct ownership of 100% of the outstanding Equity Interests of Lux Holdco at all times.

Section 6.11 Control Agreements.

(a) Schedule 6.11 sets forth all deposit accounts maintained by the Loan Parties as of the Closing Date. Before or concurrently with the opening by the Borrower or any other Loan Party of (i) any deposit account, securities account, lockbox account, concentration account, collection account or disbursement account, and (ii) any account which is not subject to a Control Agreement that previously constituted an Immaterial Account or an Excluded Account ceasing to constitute an Immaterial Account or an Excluded Account, in each case, the Borrower shall deliver to the Administrative Agent a schedule (a "Supplemental Account Identification Schedule") which provides, in respect of each such account (A) the name and location of each bank and securities intermediary at which the Borrower or such Loan Party maintains a deposit account, securities account, lockbox account, concentration account, collection account or disbursement account in the United States and (B) the account number and account name or other relevant descriptive data with respect to each such account and such other information with respect to each such account as the Administrative Agent shall reasonably request.

(b) Subject to Section 6.15(a) with respect to accounts in existence on the Closing Date, on or before the date any Loan Party deposits any funds or permits any funds to be deposited in or credited to any account (other than an Excluded Account or an Immaterial Account) not currently subject to a Control Agreement, Borrower shall cause to be delivered to the Administrative Agent a Control Agreement with respect to such account, in each case duly executed and delivered by the Borrower or the relevant Loan Party and by the bank or securities intermediary that maintains such account. The applicable Loan Party shall be the sole account holder of each deposit account, securities account, lockbox account, concentration account, collection account or disbursement account on Schedule 6.11 or a Supplemental Account Identification Schedule and shall not allow any other Person (other than the ABL Agent, the Administrative Agent or any agent or similar representative of Secured Credit Facilities and Permitted Ratio Debt permitted hereunder) to have control over a deposit account, securities account, lockbox account, concentration account, collection account or disbursement account or any property deposited therein.

Section 6.12 [Reserved].

Section 6.13 [Reserved].

Section 6.14 Anti-Corruption Laws; Sanctions; Money Laundering Laws. Except as previously disclosed by the Borrower and its Subsidiaries in public filings, ensure that the Borrower and its Subsidiaries have conducted and will continue to conduct, their respective businesses in compliance with applicable (i) Anti-Corruption Laws; (ii) Sanctions; and (iii) Money Laundering Laws. Borrower and its Subsidiaries have instituted and maintained, and will continue to maintain, policies and procedures reasonably designed to promote and achieve compliance with such Laws.

Section 6.15 Further Assurances; Post-Closing Deliveries. (a) Deliver all of the Collateral Documents, and any other document, instrument, agreement, recording or filing listed on Schedule 6.15 within the timeframe indicated therein and (b) from time to time execute and deliver, or cause to be executed and delivered, such additional instruments, certificates or documents, and take such actions, as the Administrative Agent may reasonably request for the purposes of implementing or effectuating the provisions of this Agreement and the other Loan Documents, or of more fully perfecting or renewing the rights of the Administrative Agent and the Lenders with respect to the Collateral (or with respect to any additions thereto or replacements or proceeds thereof or with respect to any other property or assets hereafter acquired by any Loan Party which may be deemed to be part of the Collateral) pursuant hereto or thereto. Upon the exercise by the Administrative Agent or any Lender of any power, right, privilege or remedy pursuant to this Agreement or the other Loan Documents which requires any consent, approval, recording, qualification or authorization of any Governmental Authority, the Borrower will execute and deliver, or will cause the execution and delivery of, all applications, certifications, instruments and other documents and papers that the Administrative Agent or such Lender may be required to obtain from the Borrower or any of its Subsidiaries for such governmental consent, approval, recording, qualification or authorization.

Section 6.16 Ratings. Use commercially reasonable efforts to maintain (i) a public corporate credit rating (but not any specific rating) from S&P and a public corporate family rating (but not any specific rating) from Moody's, in each case in respect of the Borrower and (ii) a public rating (but not any specific rating) in respect of the Loans from each of S&P and Moody's.

ARTICLE VII

NEGATIVE COVENANTS

Borrower covenants and agrees that until payment in full of the Obligations (other than unasserted contingent indemnification obligations), Borrower and each other Loan Party shall not, nor shall it permit any Subsidiary to, directly or indirectly:

Section 7.01 Liens. Create, incur, assume or otherwise cause or suffer to exist or become effective any Lien of any kind (other than Permitted Liens) securing Indebtedness (including Attributable Indebtedness) upon any property or assets, now owned or hereafter acquired.

Section 7.02 [Reserved].

Section 7.03 Incurrence of Indebtedness and Issuance of Preferred Stock. Create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "incur") any Indebtedness (including Acquired Debt), and the Borrower shall not issue any Disqualified Stock and shall not permit any of its Subsidiaries to issue any shares of preferred stock.

The first paragraph of this covenant will not prohibit the incurrence of any of the following items of Indebtedness or issuances of Disqualified Stock or preferred stock, as applicable (collectively, "Permitted Debt"):

(i) the incurrence by the Borrower and any Subsidiary of Indebtedness and letters of credit under one or more Credit Facilities in an aggregate principal amount at any one time outstanding under this clause (i) (with letters of credit being deemed to have a principal amount equal to the maximum potential liability of the Borrower and its Subsidiaries thereunder) not to exceed the greater of (a) $100.0 million and (b) 15.0% of the Borrower's Consolidated Tangible Assets, determined at the time of incurrence;

(ii) Indebtedness outstanding on the Closing Date and listed on Schedule 7.03;

(iii) the incurrence by the Borrower and the Subsidiary Guarantors of Indebtedness represented by the Loans and the related Guarantees under the Loan Documents;

(iv) the incurrence by the Borrower and any of its Subsidiaries (other than Project Finance Subsidiaries) of Indebtedness represented by Capitalized Leases, mortgage financings or purchase money obligations, in each case, incurred for the purpose of financing all or any part of the purchase price or cost of construction, design, installation or improvement of property, plant or equipment used in the business of the Borrower or such Subsidiary, in an aggregate principal amount, including all Permitted Refinancing Indebtedness incurred to renew, refund, refinance or replace any Indebtedness incurred pursuant to this clause (iv), not to exceed at any time outstanding the greater of (a) $50.0 million and (b) 7.5% of the Borrower's Consolidated Tangible Assets, determined at the time of incurrence on a pro forma basis to give effect to the assets purchased, constructed, installed or improved;

(v) the incurrence by the Borrower or any of its Subsidiaries of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to renew, refund, refinance, defease, discharge or replace Indebtedness (other than intercompany Indebtedness) or preferred stock of any Subsidiary, in each case that was permitted to be incurred under clauses (ii), (iii), (iv), (v), (xiii), (xiv), (xviii), or (xx) of this paragraph;

(vi) the incurrence by the Borrower or any of its Subsidiaries (other than an Excluded Subsidiary or a Project Finance Subsidiary) of intercompany Indebtedness between or among the Borrower and any of its Subsidiaries (other than an Excluded Subsidiary or a Project Finance Subsidiary); provided that: (a) if the Borrower or any Subsidiary Guarantor is the obligor on any such Indebtedness that is owing to a Subsidiary that is not a Guarantor, such Indebtedness must be expressly subordinated to the prior payment in full in cash of all Obligations with respect to the Loans, in the case of the

Borrower, or the Guarantee pursuant to the Loan Documents, in the case of a Subsidiary Guarantor; and (b) (i) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than the Borrower or a Subsidiary of the Borrower and (ii) any sale or other transfer of any such Indebtedness to a Person that is not either the Borrower or a Subsidiary of the Borrower will be deemed, in each case, to constitute an incurrence of such Indebtedness by the Borrower or a Subsidiary, as the case may be, that was not permitted by this clause (vi);

(vii) the incurrence by the Borrower or any of its Subsidiaries of Hedging Obligations in the Ordinary Course of Business and not for speculative purposes;

(viii) the Guarantee by the Borrower or any of its Subsidiaries of Indebtedness of the Borrower or any Subsidiary Guarantors that was permitted to be incurred by another provision of this covenant; provided that if the Indebtedness that is being Guaranteed is subordinated in right of payment to the Loans or a Guarantee pursuant to the Loan Documents, then the Guarantee of that Indebtedness by the Borrower or its Subsidiary shall be subordinated in right of payment to the Loans or the Subsidiary Guarantor's Guarantee pursuant to the Loan Documents, as the case may be;

(ix) the incurrence by the Borrower's Subsidiaries of Non-Recourse Debt; provided that if any such Indebtedness ceases to be Non-Recourse Debt of such entity, such event will be deemed to constitute an incurrence of Indebtedness by a Subsidiary of the Borrower that was not permitted by this clause (ix);

(x) the incurrence by the Borrower or any of its Subsidiaries of Indebtedness in respect of workers' compensation claims, public liability insurance, unemployment insurance, property, casualty or liability insurance, self-insurance obligations, bankers' acceptances, or customs, completion, advance payment, performance, bid performance, appeal or surety bonds and other similar obligations in the Ordinary Course of Business, including guarantees or obligations with respect to letters of credit supporting the foregoing;

(xi) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument (except in the case of daylight overdrafts) drawn against insufficient funds in the Ordinary Course of Business; provided that such Indebtedness is extinguished within five Business Days of incurrence;

(xii) Indebtedness represented by agreements of the Borrower or its Subsidiaries providing for indemnification, adjustment of purchase price, earn outs or similar obligations, in each case, incurred or assumed in connection with the disposition of any business, assets or Equity Interests of the Borrower or its Subsidiary; provided that the maximum aggregate liability in respect of all such Indebtedness shall at no time exceed the gross proceeds actually received by the Borrower and its Subsidiaries in connection with such disposition;

(xiii) Indebtedness of (x) the Borrower or any Subsidiary incurred to finance an acquisition or (y) a Subsidiary incurred and outstanding on the date on which such Subsidiary was acquired by the Borrower (other than Indebtedness incurred in connection with, or in contemplation of, such acquisition); provided that after giving effect to such acquisition or at the time such Subsidiary is acquired by the Borrower, (A) the Fixed Charge Coverage Ratio for the Borrower's most recently ended four full fiscal quarters for which financial statements have been delivered pursuant to Section 6.01(a) or (b) immediately preceding the date on which such additional Indebtedness is incurred or such Subsidiary is acquired would have been at least 2.0 to 1.0, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom), as if the additional Indebtedness had been incurred, as the case may be, at the beginning of such four-quarter period or (B) the Fixed Charge Coverage Ratio of the Borrower would be no less than immediately prior to such acquisition;

(xiv) Indebtedness of Foreign Subsidiaries (other than Project Finance Subsidiaries) in an aggregate amount at any time outstanding, including all Permitted Refinancing Indebtedness incurred to renew, refund, refinance or replace any Indebtedness incurred pursuant to this clause (xiv), not to exceed $50 million;

(xv) the issuance by any of the Borrower's Subsidiaries to the Borrower or to any of its Subsidiaries of shares of preferred stock; provided, however, that: (a) any subsequent issuance or transfer of Equity Interests that results in any such preferred stock being held by a Person other than the Borrower or a Subsidiary thereof and (b) any sale or other transfer of any such preferred stock to a Person that is not either the Borrower or a Subsidiary thereof, will be deemed, in each case, to constitute an issuance of such preferred stock (as of the date of such sale or transfer) by such Subsidiary that was not permitted by this clause (xv);

(xvi) Indebtedness of the Borrower or any of its Subsidiaries consisting of (a) the financing of insurance premiums or (b) take-or-pay obligations contained in ordinary course supply arrangements;

(xvii) Indebtedness of the Borrower or any of its Subsidiaries in respect of (x) Treasury Management Arrangements and (y) in connection with the Specified Permitted Reorganization;

(xviii) the incurrence by the Borrower or any of its Subsidiaries of additional unsecured Indebtedness or Indebtedness secured on a pari passu or junior basis, in each case, in an aggregate principal amount (or accreted value, as applicable) at any time outstanding, including all Permitted Refinancing Indebtedness incurred to refund, refinance or replace any Indebtedness incurred pursuant to this clause (xviii), in an aggregate principal amount not to exceed at any time outstanding $30.0 million;

(xix) the incurrence by Project Finance Subsidiaries of Project Financings; and

(xx) the incurrence of Indebtedness and the issuance of Disqualified Stock or preferred stock, in each case constituting Permitted Ratio Debt and any Permitted Refinancing Indebtedness incurred to refund, refinance or replace any Indebtedness so incurred, or Disqualified Stock or preferred stock so issued, pursuant to this clause (xx).

For purposes of determining compliance with this Section 7.03, if an item of Indebtedness (including Acquired Debt) at any time meets the criteria of more than one of the categories of Permitted Debt described in clauses (i) through (xx) above, the Borrower will be permitted to classify (and later reclassify) in whole or in part, in its sole discretion such item of Indebtedness in any manner that complies with this Section 7.03. Indebtedness under the ABL Credit Agreement or any refinancings or replacements thereof, whether existing on the Closing Date or incurred thereafter, shall be classified under clause (i) of the second paragraph of this Section 7.03.

For purposes of determining compliance with this Section 7.03, in connection with any commitment to incur Indebtedness under this Section 7.03 (including, for the avoidance of doubt, with respect to any commitment to incur Indebtedness under the ABL Credit Agreement), the Borrower or any of its Subsidiaries may, pursuant to a certificate of a Responsible Officer delivered to the Administrative Agent at the time of such commitment, designate such Indebtedness as having been incurred on the date of such commitment (such date, the "Deemed Date"), and any related borrowing or other extension of credit will be deemed for all purposes under this Agreement to have been incurred on such Deemed Date, including without limitation for purposes of calculating usage of any baskets hereunder (if applicable), the Consolidated Leverage Ratio, Fixed Charge Coverage Ratio and Consolidated Tangible Assets (and all such calculations on the Deemed Date and thereafter shall be made on a pro forma basis after giving effect to the deemed incurrence and related transactions in connection therewith until such commitment is terminated.

The accrual of interest or preferred stock dividends, the accretion or amortization of original issue discount, the payment of interest on any Indebtedness in the form of additional Indebtedness with the same terms, the reclassification of preferred stock as Indebtedness due to a change in accounting principles, and the payment of dividends on preferred stock or Disqualified Stock in the form of additional shares of the same class of preferred stock or Disqualified Stock will not be deemed to be an incurrence of Indebtedness or an issuance of preferred stock or Disqualified Stock for purposes of this covenant; provided, in each such case, that the amount thereof is included in Fixed Charges of the Borrower as accrued. Further, the reclassification of any lease or other liability of the Borrower or any of its Subsidiaries as Indebtedness due to a change in accounting principles after the Closing Date will not be deemed to be an incurrence of Indebtedness for purposes of this covenant.

For purposes of determining compliance with any U.S. Dollar-denominated restriction on the incurrence of Indebtedness, the U.S. Dollar-equivalent principal amount of Indebtedness denominated in a foreign currency will be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term Indebtedness, or first committed, in the case of revolving credit Indebtedness; provided that if such Indebtedness is incurred to refinance other Indebtedness denominated in the same foreign currency, and such refinancing would cause the applicable U.S. Dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, the U.S. Dollar-denominated restriction will be deemed not to have been exceeded so long as the principal amount of the refinancing Indebtedness does not exceed the principal amount of the Indebtedness being refinanced. Notwithstanding any other provision of this Section 7.03, the maximum amount of Indebtedness that the Borrower may incur pursuant to this covenant will not be deemed to be exceeded solely as a result of fluctuations in the exchange rate of currencies.

Section 7.04 Fundamental Changes. Enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or Dispose of all or substantially all its Property or business except that:

(a) any Subsidiary of the Borrower may be merged or consolidated with or into the Borrower *(provided* that the Borrower shall be the continuing or surviving Person), or with or into any other Loan Party (*provided* that (i) a Loan Party shall be the continuing or surviving Person or (ii) simultaneously with such transaction, the continuing or surviving Person shall become a Loan Party and the Borrower shall comply with Section 6.09 in connection therewith);

(b) any Subsidiary may merge with any other Subsidiary (or any Person that becomes a Subsidiary contemporaneously with such merger) so long as, in the case of any merger involving a Guarantor, the surviving Person shall be (or shall contemporaneously become) the Guarantor;

(c) any Subsidiary of the Borrower may Dispose of any or all of its assets (upon voluntary liquidation or otherwise) to the Borrower or any Subsidiary (so long as, in the case of any such Disposition by a Guarantor, the Subsidiary to whom such assets are disposed of is a Guarantor) and may be dissolved following such Disposition;

(d) any Excluded Subsidiary, Project Finance Subsidiary or Immaterial Subsidiary may Dispose of any or all of its assets and may be dissolved following such Disposition;

(e) the Equity Interests of any Excluded Subsidiary, Project Finance Subsidiary or Immaterial Subsidiary may be Disposed of or issued to any other Person;

(f) the Borrower and any Subsidiary may merge or consolidate with any other Person (other than the Borrower or any Subsidiary) *provided* that, with respect to each merger or consolidation made pursuant to this Section 7.04(f):

(i) on the date of execution of the purchase agreement, no Default exists or would result therefrom;

(ii) the merger or consolidation is not hostile;

(iii) the lines of business of the Person to be (or the property of which is to be) so purchased or otherwise acquired shall be substantially the same as, or complimentary to, or an expansion of, lines of business then conducted by the Borrower and its Subsidiaries in the ordinary course;

(iv) the requirements of Section 6.09 are satisfied;

(v) the Borrower or such Subsidiary shall be the survivor (or, with respect to any Subsidiary Guarantor, such merger or consolidation shall be made to effect a Disposition permitted by Section 7.05); and

(vi) the Borrower shall have delivered to the Administrative Agent, at least one Business Day prior to the date on which any such merger or consolidation is to be consummated (or such shorter period of time as may be agreed to by the Administrative Agent), a certificate of a Responsible Officer, in form and substance reasonably satisfactory to the Administrative Agent, certifying that all of the requirements set forth in this Section 7.04(f) have been satisfied or will be satisfied on or prior to the date on which such merger or consolidation is consummated;

(g) any merger, consolidation, amalgamation, dissolution or Disposition of any Subsidiary that constitutes an Investment permitted under Section 7.06 or a Disposition permitted under Section 7.05;

(h) any change in the form or jurisdiction of organization of any Subsidiary if the Borrower determined in good faith that such change is in the best interest of the Borrower and is not materially disadvantageous to the Lenders; *provided* that all necessary actions are taken to ensure that the security interests in the Collateral shall remain in full force and effect; and

(i) this Section 7.04 shall not prohibit the consummation of the Specified Permitted Reorganization.

Section 7.05 Dispositions. Consummate any Asset Sale unless (i) the Borrower (or any of its Subsidiaries, as the case may be) receives consideration at the time of such Asset Sale at least equal to the fair market value of the assets or Equity Interests issued or sold or otherwise disposed of; (ii) the fair market value is determined by (a) an executive officer of the Borrower if the value is less than $20.0 million and evidenced by an officers' certificate delivered to the Administrative Agent or (b) the Borrower's board of directors if the value is $20.0 million or more and evidenced by a resolution of such board of directors delivered to the Administrative Agent; and (iii) at least 75% of the consideration received in the Asset Sale by the Borrower or such Subsidiary is in the form of cash or Cash Equivalents or any combination thereof. For purposes of this Section 7.05 each of the following shall be deemed to be cash: (a) any liabilities (as shown on the Borrower's or such Subsidiary's most recent balance sheet) of the Borrower or any Subsidiary (other than contingent liabilities and liabilities that are by their terms subordinated to the Loans or any Guarantee pursuant to the Loan Documents) that are assumed by the transferee of any such assets pursuant to a customary novation agreement that releases the Borrower or such Subsidiary from further liability and (b) any securities, notes or other obligations received by the Borrower or such Subsidiary from such transferee that are converted by the Borrower or such Subsidiary into cash or Cash Equivalents within 180 days following the closing of such Asset Sale, to the extent of the cash or Cash Equivalents received in that conversion.

Section 7.06 Restricted Payments. (i) declare or pay any dividend or make any other payment or distribution on account of any Equity Interests of the Borrower or any of its Subsidiaries (including, without limitation, any payment in connection with any merger or consolidation involving the Borrower or any of its Subsidiaries) or to the direct or indirect holders of any Equity Interests of the Borrower or any of its Subsidiaries in their capacity as such (in each case, other than dividends or distributions payable in Equity Interests (other than Disqualified Stock) of the Borrower or to the Borrower or a Subsidiary of the Borrower); (ii) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any

merger or consolidation involving the Borrower) any Equity Interests of the Borrower or any direct or indirect parent of the Borrower; (iii) make any principal payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value any Indebtedness of the Borrower or any of the Guarantors that is contractually subordinated to the Loans or the Subsidiary Guarantor's Guarantee of the Obligations, any Junior Lien Obligations of the Borrower or any Subsidiary Guarantor and any unsecured Indebtedness of the Borrower or any Subsidiary Guarantor ("Restricted Debt"), except a payment of principal within six months of or at the stated Maturity Date thereof; or (iv) make any Restricted Investment (all such payments and other actions set forth in clauses (i) through (iv) above being collectively referred to as "Restricted Payments"), unless, at the time of and immediately after giving effect to such Restricted Payment:

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

(b) immediately after giving effect to such transactions on a pro forma basis, the Consolidated Leverage Ratio would not exceed 2.0 to 1.0; and

(c) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Borrower and its Subsidiaries after the Closing Date (excluding Restricted Payments permitted by clauses (ii) through (xi) of the next succeeding paragraph) is less than, at the date of determination, the sum, without duplication, of

(i) 50% of the Consolidated Net Income of the Borrower for the period (taken as one accounting period) from the first day of the fiscal quarter beginning after the Closing Date to the end of the Borrower's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit), plus

(ii) 100% of (a) the aggregate net cash proceeds and (b) the fair market value of (x) marketable securities (other than marketable securities of the Borrower) and (y) any Permitted Business or assets used or useful in a Permitted Business to the extent acquired in consideration of Equity Interests (other than Disqualified Stock) of the Borrower received by the Borrower since the Closing Date as a contribution to its common equity capital or from the issue or sale of Equity Interests of the Borrower (other than Disqualified Stock) or from the issue or sale of convertible or exchangeable Disqualified Stock or convertible or exchangeable debt securities of the Borrower that have been converted into or exchanged for such Equity Interests (other than Equity Interests (or Disqualified Stock or debt securities) sold to a Subsidiary of the Borrower), plus

(iii) to the extent that any Restricted Investment that was made after the Closing Date is sold for cash or otherwise cancelled, liquidated or repaid for cash, the lesser of (i) the cash return of capital with respect to such Restricted Investment, including without limitation repayment of principal of any Restricted Investment constituting a loan or advance (less the cost of disposition, if any) and (ii) the initial amount of such Restricted Investment.

The preceding provisions shall not prohibit:

(i) the payment of any dividend or distribution or the consummation of any irrevocable redemption within 60 days after the date of declaration of the dividend or distribution or giving of the redemption notice, as the case may be, if at the date of declaration or notice, the dividend or redemption payment or distribution would have complied with the provisions of this Agreement;

(ii) the making of any Restricted Payment in exchange for, or out of the net cash proceeds of the substantially concurrent sale (other than to a Subsidiary of the Borrower) of, Equity Interests of the Borrower (other than Disqualified Stock) or from the substantially concurrent contribution of common equity capital to the Borrower; provided that the amount of any such net cash proceeds that are utilized for any such Restricted Payment shall be excluded from clause (c)(B) of the preceding paragraph and clause (v) of this paragraph;

(iii) the defeasance, redemption, repurchase or other acquisition of subordinated Indebtedness or Disqualified Stock of the Borrower or any Guarantor with the net cash proceeds from an incurrence of Permitted Refinancing Indebtedness;

(iv) the payment of any dividend or distribution by a Subsidiary of the Borrower to the holders of its Equity Interests on a pro rata basis or on a basis more favorable to the Borrower or a Subsidiary of the Borrower than to the other holders;

(v) so long as no Default or Event of Default has occurred and is continuing or would be caused thereby, the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of the Borrower or any Subsidiary of the Borrower held by any existing or former officer, director or employee (or their transferees, estates or beneficiaries under their estates) of the Borrower (or any of its Subsidiaries) pursuant to any equity subscription agreement, stock option agreement or similar agreement; provided that the aggregate price paid for all such repurchased, redeemed, acquired or retired Equity Interests may not exceed (a) $5.0 million during any calendar year (with unused amounts in any calendar year being carried forward to the next succeeding calendar year but not any subsequent years); plus (b) the amount of any net cash proceeds received by or contributed to the Borrower from the issuance and sale after the Closing Date of Equity Interests (other than Disqualified Stock) of the Borrower or any of its Subsidiaries to its officers, directors or employees that have not been applied to the payment of Restricted Payments pursuant to this clause (v); provided that the amount of any such net cash proceeds that are utilized for any such Restricted Payment will be excluded from clause (c)(ii) of the preceding paragraph and clause (ii) of this paragraph; plus (c) the net cash proceeds of any "key-man" life insurance policies that have not been applied to the payment of Restricted Payments pursuant to this clause (v);

(vi) so long as no Default or Event of Default has occurred and is continuing or would be caused thereby, the declaration and payment of dividends to holders of any class or series of Disqualified Stock of the Borrower or any preferred stock of any Subsidiary of the Borrower issued in accordance with the terms of this Agreement to the extent such dividends are included in the definition of "Fixed Charges";

(vii) (a) the repurchase, redemption, defeasance or other acquisition or retirement for value of Equity Interests in connection with the exercise or conversion of stock options, warrants, rights to acquire Equity Interests or other convertible securities or stock appreciation rights, to the extent such Equity Interests represent a portion of the exercise price therefor and (b) any repurchase, redemption, defeasance or other acquisition or retirement of Equity Interests in connection with the satisfaction of withholding tax obligations;

(viii) the payment of cash in lieu of the issuance of fractional shares of Equity Interests upon the exercise or conversion of securities exercisable or convertible into Equity Interests of the Borrower;

(ix) the purchase, redemption, defeasance or other acquisition or retirement of any Restricted Debt (a) at a purchase price not greater than 101.0% of the principal amount of such Indebtedness in the event of a Change of Control in accordance with provisions similar to Section 2.05(b)(i) hereof or (b) at a purchase price not greater than 100.0% of the principal amount of such Indebtedness in the event of an Asset Sale in accordance with provisions similar to Section 7.05 hereof; provided that, prior to or simultaneously with such purchase, redemption, defeasance or other acquisition or retirement, the Borrower (or a third party to the extent permitted by this Agreement) has made the Change of Control Offer or Asset Sale Offer, as applicable, with respect to the Loans as a result of such Change of Control or Asset Sale, as applicable, and has completed the repayment of all Loans properly elected to be repaid and not withdrawn in connection with such Change of Control Offer or Asset Sale Offer, as applicable;

(x) the purchase, redemption or other acquisition or retirement for value of any Equity Interests of the Borrower or any direct or indirect parent of the Borrower not to exceed $25.0 million in the aggregate;

(xi) so long as no Default or Event of Default has occurred and is continuing or would be caused thereby, other Restricted Payments in an aggregate amount since the Closing Date not to exceed $25.0 million; and

(xii) Restricted Payments required to consummate the Specified Permitted Reorganization.

The amount of all Restricted Payments (other than cash) will be the fair market value on the date of the Restricted Payment (or, in the case of a dividend, on the date of declaration thereof) of the asset(s) or securities proposed to be transferred or issued by the Borrower or such Subsidiary, as the case may be, pursuant to the Restricted Payment.

For purposes of determining compliance with this "Restricted Payments" covenant, if a Restricted Payment meets the criteria of more than one of the categories of Restricted Payments described in the preceding clauses (i)—(xi), the Borrower will be permitted to divide or classify (or later divide, classify or reclassify in whole or in part in its sole discretion) such Restricted Payment in any manner that complies with this Section 7.06.

For purposes of determining compliance with any U.S. Dollar-denominated restriction on Restricted Payments denominated in a foreign currency, the U.S. Dollar-equivalent amount of such Restricted Payment shall be calculated based on the relevant currency exchange rate in effect on the date that such Restricted Payment was made.

Section 7.07 Modifications of Debt Instruments, etc. (a) Amend, modify or otherwise change, or consent or agree to any amendment, modification, waiver or other change to, any of the terms of the documentation governing Restricted Debt to the extent that any such amendment, modification, waiver or other change would be materially adverse to the Administrative Agent or the Lenders (in their capacities as such), or (b) amend its Organization Documents in any manner materially adverse to the Administrative Agent or the Lenders (in their capacities as such); *provided* that, for purposes of clarity, it is understood and agreed that the foregoing limitation shall not otherwise prohibit (a) any Permitted Refinancing Indebtedness or any other replacement, refinancing, amendment, supplement, modification, extension, renewal, restatement or refunding of any Restricted Debt, in each case, that is permitted under Section 7.03 in respect thereof or (b) any amendment or change to the terms of any agreement governing the ABL Credit Agreement or any other Credit Facility that is permitted under the Senior Lien Intercreditor Agreement.

Section 7.08 Transactions with Affiliates. Enter into any transaction, including, without limitation, any purchase, sale, lease or exchange of Property (including by way of Division), the rendering of any service or the payment of any management, advisory or similar fees, with any Affiliate (other than the Borrower or any other Loan Party or in the case of any Excluded Subsidiary, any other Excluded Subsidiary) unless such transaction is (a) otherwise permitted under this Agreement, and (b) upon fair and reasonable terms no less favorable to the Borrower or such Subsidiary, as the case may be, than it would obtain in a comparable arm's length transaction with a Person that is not an Affiliate, except for transactions permitted by the following sentence. This Section 7.08 shall not apply to the following transactions: (i) any employment agreement entered into by the Borrower or any of its Subsidiaries in the Ordinary Course of Business and consistent with past practices, (ii) payment of reasonable directors' fees to Persons, (iii) sales of Equity Interests of the Borrower to Affiliates of the Borrower, (iv) any Restricted Payment otherwise permitted under Section 7.06, (v) indemnification agreements with, and payments made, to officers, directors, and employees of the Borrower or any Subsidiary pursuant to charter, bylaw, statutory, or contractual provisions, (vi) the performance of obligations of the Borrower or any Subsidiary under the terms of any agreement to which the Borrower or any Subsidiary is a party as of the Closing Date and that is set forth on Schedule 7.08, and any amendments, modifications, supplements, extensions, or renewals of such agreements; *provided* that any such amendments, modifications, supplements, extensions, or renewals of such agreements are not materially more disadvantageous, taken as a whole, to the Administrative Agent and the Lenders than the terms of such agreements as in effect on the Closing Date, (vii) any issuance of securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements or stock option or stock ownership plans approved by the board of directors of the Borrower, (viii) loans or advances to employees in the Ordinary Course of Business and consistent with past practices, but in any event not to exceed $2,000,000 in the aggregate outstanding at any one time, (ix) any transaction in which the Borrower or any of its Subsidiaries, as the case may be, delivers to the Administrative Agent a letter from an accounting, appraisal or investment banking firm of national standing stating that such transaction is fair to the Borrower or such Subsidiary from a financial point of view or that such transaction meets the requirements

of the first sentence of this paragraph, (x) dividends and distributions to the Borrower and its Subsidiaries by any Affiliate, (xi) (a) guarantees of performance by the Borrower and its Subsidiaries of Subsidiaries in the Ordinary Course of Business, except for guarantees of Indebtedness; (xii) any transaction where the only consideration paid by the Borrower or Subsidiary is Equity Interests of the Borrower (other than Disqualified Stock); (xiii) transactions contemplated hereunder and by the other Loan Documents; (xiv) transactions contemplated by or to effectuate the Plan of Reorganization; and (xv) transactions required to consummate the Specified Permitted Reorganization.

Section 7.09 Changes in Fiscal Periods. Permit the fiscal year of the Borrower to end on a day other than December 31 or change the Borrower's method of determining fiscal quarters.

Section 7.10 Negative Pledge Clauses. Enter into or suffer to exist or become effective any agreement that prohibits or limits the ability of the Borrower or any of its Material Subsidiaries (other than Excluded Subsidiaries and Project Finance Subsidiaries) to create, incur, assume or suffer to exist any Lien upon any of its Property or revenues, whether now owned or hereafter acquired, to secure the Obligations or, in the case of any Guarantor, its obligations under the Guaranty, other than (a) this Agreement and the other Loan Documents, (b) the ABL Credit Agreement or any other Credit Facility or Permitted Refinancing Indebtedness thereof, (c) any agreements governing any purchase money Liens or Capitalized Leases or other secured Indebtedness otherwise permitted hereby (in which case, any prohibition or limitation shall only be effective against the assets financed thereby or securing such Indebtedness), (d) customary non-assignment provisions in any contract or lease entered into in the Ordinary Course of Business and consistent with past practices, (e) applicable law or any applicable rule, regulation, or order of any Governmental Authority, (f) provisions with respect to the disposition or distribution of assets or property in joint venture agreements, asset sale agreements, stock sale agreements, and other similar agreements, (g) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the Ordinary Course of Business, (h) any agreement in effect at the time such Subsidiary becomes a Subsidiary of Borrower, so long as such agreement was -not entered into in connection with or in contemplation of such Person becoming a Subsidiary of Borrower and is not applicable to any Person, or the properties or assets of any Person, other than such Subsidiary or such Subsidiary's properties and assets, and (i) any instrument governing Indebtedness assumed in connection with any acquisition of any Person or asset and not incurred in contemplation of such acquisition, which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person or the properties or assets of the Person so acquired.

Section 7.11 Dividend and Other Payment Restrictions Affecting Subsidiaries. Create or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Subsidiary (other than Excluded Subsidiaries and Project Finance Subsidiaries) to (i) pay dividends or make any other distributions on its Equity Interest to the Borrower or any of its Subsidiaries or pay any Indebtedness owed to the Borrower or any of its Subsidiaries; (ii) make loans or advances to the Borrower or any of its Subsidiaries; or (iii) transfer any of its properties or assets to the Borrower or any of its Subsidiaries.

However, the preceding restrictions will not apply to encumbrances or restrictions existing under or by reason of:

(1) agreements governing Indebtedness and Credit Facilities as in effect on the Closing Date and any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of those agreements, provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are not materially more restrictive, taken as a whole, with respect to such dividend and other payment restrictions than those contained in those agreements on the Closing Date, as determined by the Borrower in its reasonable and good faith judgment,

(2) this Agreement, the Loans and the Guarantees of the Obligations provided by the Subsidiary Guarantors;

(3) applicable law or any applicable rule, regulation or order of any court or Governmental Authority;

(4) agreements or instruments with respect to a Person acquired by the Borrower or any of its Subsidiaries as in effect at the time of such acquisition or as may be amended, restated, modified, renewed, extended, supplemented, refunded, replaced or refinanced from time to time (so long as the encumbrances and restrictions in any such amendment, restatement, modification, renewal, extension, supplement, refunding, replacement or refinancing are, in the reasonable and good faith judgment of the Borrower, not materially more restrictive, taken as a whole, than those in effect on the date of the acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired; provided that, in the case of agreements or instruments governing Indebtedness, such Indebtedness was permitted by the terms of this Agreement to be incurred;

(5) customary non-assignment provisions in any contract, license or lease entered into in the Ordinary Course of Business;

(6) purchase money obligations for property acquired in the Ordinary Course of Business and Capitalized Leases that impose restrictions on that property of the nature described in clause (iii) of this Section 7.11;

(7) any agreement for the sale or other disposition of a Subsidiary that imposes restrictions of the nature described in clauses (i) and/or (iii) of this Section 7.11;

(8) Permitted Refinancing Indebtedness; provided that the encumbrances or restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced, as determined by the Borrower in its reasonable and good faith judgment;

(9) Liens securing Indebtedness otherwise permitted to be incurred under the provisions of Section 7.01 hereof that limit the right of the debtor to Dispose of the assets subject to such Liens;

(10) provisions with respect to the disposition or distribution of assets or property in joint venture agreements, asset sale agreements, stock sale agreements and other similar agreements entered into (a) in the Ordinary Course of Business or (b) with the approval of the Borrower's board of directors, which limitation is applicable only to the assets that are the subject of such agreements;

(11) restrictions on cash or other deposits or net worth imposed by customers, suppliers or landlords under contracts entered into in the Ordinary Course of Business;

(12) any encumbrance or restrictions existing under Hedging Obligations permitted under this Agreement;

(13) any agreement or instrument relating to any property or assets acquired after the Closing Date, so long as such encumbrance or restriction relates only to the property or assets so acquired and is not and was not created in anticipation of such acquisition;

(14) with respect to any Foreign Subsidiary, any encumbrance or restriction contained in the terms of any Indebtedness or any agreement pursuant to which such Indebtedness was incurred pursuant to Section 7.03 hereof if either (a) the encumbrance or restriction applies only in the event of a payment default or a default with respect to a financial covenant in such Indebtedness or agreement or (b) the Borrower determines in good faith that any such encumbrance or restriction will not materially affect the Borrower's ability to make principal or interest payments on the Loans; and

(15) secured Indebtedness otherwise permitted to be incurred pursuant to the provisions of Section 7.01 hereof that limit the right of the debtor to Dispose of the assets securing the Indebtedness.

Section 7.12 Lines of Business. Enter into any material business except for those businesses directly relating to the oil services industry in which the Borrower and its Subsidiaries have previously engaged or are engaged on the Closing Date or that are incidental or reasonably related thereto or that are a reasonable extension thereof, as determined in good faith by the Borrower or applicable Subsidiary.

Section 7.13 Swap Contracts. Enter into any Swap Contract other than Swap Contracts entered into in the Ordinary Course of Business, and not for speculative purposes, to protect against changes in interest rates or foreign exchange rates.

Section 7.14 Anti-Corruption Laws. (a) Directly or indirectly use the proceeds of any Credit Extension for any purpose which would breach the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010 and other similar applicable anti-corruption legislation in other jurisdictions in any material respects, or (b) cause or permit any of the funds of any Loan Party that are used to repay the Loans to be derived from any unlawful activity with the result that the making or repayment of the Loans would be in violation of any Law.

Section 7.15 Sanctions. Directly or, with the knowledge of a Loan Party, indirectly, use the proceeds of any Credit Extension, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture or other individual, entity or other Person, (i) for the purpose of financing or funding any activity of or business in any Designated Jurisdiction or any activity or business of any individual, entity or other Person located, organized or residing in any Designated Jurisdiction or who is the subject or target of any applicable Sanctions, or (ii) in any other manner that will, in the case of clause (i) or (ii), result in any violation by any Person (including any individual, entity or other Person participating in the transaction, whether as underwriter, advisor, investor, Lender, Administrative Agent or otherwise) of applicable Sanctions.

Section 7.16 Activities of Lux Holdco. Notwithstanding anything to the contrary contained herein, Lux Holdco shall not:

(a) hold any assets other than (i) (A) the Equity Interests of Parker Drilling Arctic Operating, LLC, Quail Tools, L.P., Parker Drilling Offshore USA L.L.C. and Quail USA, LLC and (B) the Equity Interests of any Subsidiary formed or acquired by Lux Holdco after the Closing Date in compliance with clause (d) below, (ii) cash and Cash Equivalents in an amount at any time not to exceed $100,000 except for cash and Cash Equivalents received as a Restricted Payment or Investment from the Borrower or any of its Subsidiaries held on a temporary basis in an account covered by a Lux Account Pledge Agreement, pending the application thereof, and (iii) other miscellaneous non-material assets incidental to the activities described in clause (c) below;

(b) create, incur, assume or suffer to exist any Indebtedness or liabilities other than: (i) Indebtedness permitted to be incurred under Section 7.03(i), (iii), (v), (vi) and (xiv), (ii) tax liabilities arising in the ordinary course of business and (iii) corporate, administrative and operating expenses incurred or arising in the ordinary course of business;

(c) engage in any activities or business other than (i) the maintenance of its legal existence, including the ability to incur fees, costs and expenses relating to such maintenance and the payment of Taxes, (ii) holding the assets and incurring the liabilities described in this Section 7.16 and activities incidental and related thereto, (iii) making payments, dividends or distributions to its parent entities, (iv) making Investments in its Subsidiaries and (v) performing its obligations under the Loan Documents and the ABL Loan Documents; or

(d) form or acquire any Subsidiary unless all actions required to be taken pursuant to Section 6.09 with respect to such Subsidiary and the Equity Interests of such Subsidiary shall have been taken.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower or any other Loan Party fails to (i) pay when and as required to be paid herein, and in the currency required hereunder, any amount of principal of any Loan, or (ii) pay within three Business Days after the same becomes due, any interest on any Loan, any premium (including, without limitation, any Prepayment Premium), any fee due hereunder, or any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants, (i) Any Loan Party shall default in the observance or performance of any agreement contained in Section 6.04(a)(i) or (ii) (with respect to the Borrower), Section 6.03(a), Section 6.03(e), Section 6.11, Section 6.15(a) or Article VII, or in Article IV of the Security Agreement; or

(c) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in Section 8.01(a) or Section 8.01(b) above or (d) below) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 days after the earlier to occur of (i) written notice thereof from the Administrative Agent to the Borrower (which notice shall be given by the Administrative Agent at the direction of the Required Lenders) or (ii) a Responsible Officer of the Borrower or any other Loan Party otherwise becoming aware of such default or any "Event of Default" under any Loan Document (other than this Agreement) shall occur and continue to exist beyond any applicable grace period set forth in such Loan Document; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(e) Cross-Default, (i) the Borrower or any Subsidiary (A) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness or Guarantee (other than Indebtedness hereunder and Indebtedness under Swap Contracts) having an aggregate principal amount (including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than the Threshold Amount, or (B) fails to observe or perform any other agreement or condition relating to any such Indebtedness or Guarantee or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required and after giving effect to the running of any grace periods applicable thereto, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded; or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which the Borrower or any Subsidiary is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which the Borrower or any Subsidiary is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by the Borrower or such Subsidiary as a result thereof is greater than the Threshold Amount; *provided*, *however*, this clause (e) shall not apply to (1) voluntary prepayments and redemptions, (2) any Non-Recourse Debt or Project Financing or (3) any repurchase or redemption of Indebtedness in connection with a change of control offer or asset sale offer or other similar mandatory prepayment; *provided, further*, that with respect to any of the defaults described in subclause (i) above in respect of Indebtedness outstanding under the First-Priority Lien

Obligations, such default shall only constitute an Event of Default under this Agreement if (x) Indebtedness under the First-Priority Lien Obligations has been accelerated in accordance with its terms, or (y) such default arises from the failure to pay when due (after giving effect to any applicable grace periods and any extensions thereof) the stated principal amount of Indebtedness under the First-Priority Lien Obligations; or

(f) Insolvency Proceedings, Etc. Any Loan Party or any of its Subsidiaries (other than any Immaterial Subsidiary) institutes or consents to the institution of any proceeding under any Debtor Relief Law (other than the Cases), or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or

(g) Inability to Pay Debts; Attachment, (i) the Borrower or any Subsidiary (other than any Immaterial Subsidiary) becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within 60 days after its issue or levy; or

(h) Judgments. One or more judgments or decrees shall be entered against the Borrower or any of its Subsidiaries involving, for the Borrower and its Subsidiaries taken as a whole, a liability (not paid or fully covered by independent third party insurance as to which the relevant insurance company has acknowledged coverage) in an aggregate amount in excess of the Threshold Amount, and all such judgments or decrees shall not have been paid, vacated, discharged, stayed or bonded pending appeal by the earlier of (i) the date which 60 days from the entry thereof and (ii) the date on which the relevant judgment creditor(s) has begun to enforce such judgment(s) or decree(s); or

(i) ERISA, (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of the Borrower under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggregate amount that could reasonably be expected to have a Material Adverse Effect, (ii) the Borrower or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount that could reasonably be expected to have a Material Adverse Effect or (iii) a Foreign Benefit Event occurs which has resulted or could reasonably be expected to result in liability of the Borrower or one of its Subsidiaries in an aggregate amount that could reasonably be expected to have a Material Adverse Effect; or

(j) Invalidity of Loan Documents. Any Loan Document (including, for the avoidance of doubt, the Senior Lien Intercreditor Agreement or any Customary Intercreditor Agreement if and when the same has been executed and delivered by the parties thereto), at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or the occurrence of the Maturity Date, ceases to be in full force and effect; or any Loan Party contests in writing the validity or enforceability of any Loan Document (including, for the avoidance of doubt, the Senior Lien Intercreditor Agreement or any Customary Intercreditor Agreement if and when the same has been executed and delivered by the parties thereto); or any Loan Party denies in writing that it has any or further liability or obligation under any Loan Document (including, for the avoidance of doubt, the Senior Lien Intercreditor Agreement or any Customary Intercreditor Agreement if and when the same has been executed and delivered by the parties thereto), or purports to revoke, terminate or rescind any Loan Document (including, for the avoidance of doubt, the Senior Lien Intercreditor Agreement or any Customary Intercreditor Agreement if and when the same has been executed and delivered by the parties thereto); or

(k) [Reserved]; or

(l) Collateral Documents. Any Collateral Document after delivery thereof shall for any reason (other than pursuant to the terms thereof) cease to create a valid and perfected second priority Lien (subject to Liens permitted by Section 7.01) on (i) Collateral purported to be covered thereby having an aggregate fair market value in excess of $5,000,000, that is purported to be covered thereby unless such occurrence results solely from action of the Administrative Agent or any Lender and involves no Default by the Borrower or any other Loan Party hereunder or under any Collateral Document.

Section 8.02 Remedies Upon Event of Default. If any Event of Default occurs and is continuing, the Administrative Agent shall, at the direction of the Required Lenders, take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, premiums (including, without limitation, any Prepayment Premium), fees and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower;

(c) terminate this Agreement and the other Loan Documents as to any future liability or obligation of the Loan Parties, but without affecting any of the Administrative Agent's Liens in the Collateral and without affecting the Obligations; and

(d) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents;

provided, *however*, that upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States or other Debtor Relief Law or upon the occurrence of any Event of Default described in Section 8.01(f), in addition to the remedies set forth above, without any notice to the Borrower or any other Person or any act by the Required Lenders, the obligation of each Lender to make Loans shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest, fees, premiums

(including any Prepayment Premium) and other amounts as aforesaid shall automatically become due and payable as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender and Borrower shall automatically be obligated to repay all of such Obligations in full, without presentment, demand, protest, or notice or other requirements of any kind, all of which are expressly waived by the Loan Parties.

Upon an acceleration of the Loans as a result of an Event of Default (including an acceleration upon the occurrence of an actual or deemed entry of an order for relief with respect to any Loan Party under the Bankruptcy Code of the United States or other Debtor Relief Law or upon the occurrence of any Event of Default described in Section 8.01(f)), the amount of principal of, and premium on (if any), the Loans that becomes due and payable shall include the Prepayment Premium (if any), determined as of such date, shall become immediately due and payable by the Loan Parties and shall constitute part of the Obligations as if the Loans were being voluntarily prepaid or repaid as of such date, in view of the impracticability and extreme difficulty of ascertaining actual damages and by mutual agreement of the parties as to a reasonable calculation of each Lender's lost profits as a result thereof. Any Prepayment Premium payable pursuant to this Agreement shall be presumed to be the liquidated damages sustained by each Lender as the result of the early repayment or prepayment of the Loans and each of the Borrower and the Guarantors agrees that it is reasonable under the circumstances currently existing. EACH OF THE BORROWER AND THE GUARANTORS EXPRESSLY WAIVE (TO THE FULLEST EXTENT THEY MAY LAWFULLY DO SO) THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE FOREGOING PREMIUMS IN CONNECTION WITH ANY SUCH ACCELERATION. Each of the Borrower and the Guarantors expressly agrees (to the fullest extent it may lawfully do so) that: (A) the Prepayment Premium is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (B) the Prepayment Premium shall be payable notwithstanding the then prevailing market rates at the time payment or redemption is made; (C) there has been a course of conduct between Lenders, the Borrower and the Guarantors giving specific consideration in this transaction for such agreement to pay the Prepayment Premium and (D) the Borrower and the Guarantors shall be estopped hereafter from claiming differently than as agreed to in this paragraph. Each of the Borrower and the Guarantors expressly acknowledges that its agreement to pay or guarantee the payment of the Prepayment Premium, to the Lenders as herein described is a material inducement to Lenders to make (or be deemed to make) the Loans.

Section 8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable as set forth in the proviso to Section 8.02), subject to the terms of the Senior Lien Intercreditor Agreement and any Customary Intercreditor Agreement, any amounts received on account of the Obligations shall be applied by the Administrative Agent in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and amounts payable under Article III but excluding any principal and interest) payable to the Administrative Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities, premiums (including any Prepayment Premium) and other amounts (other than principal and interest) payable to the Lenders (including fees, charges and disbursements of counsel to the respective Lenders arising under the Loan Documents and amounts payable under Article III), ratably among them in proportion to the respective amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Loans and other Obligations arising under the Loan Documents, ratably among the Lenders in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of all other Obligations ratably among the Secured Parties; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by Law.

ARTICLE IX

ADMINISTRATIVE AGENT

Section 9.01 Appointment and Authority.

(a) Each of the Lenders hereby appoints UMB Bank, N.A. to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents to which the Administrative Agent is a party (including, for the avoidance of doubt, the Senior Lien Intercreditor Agreement or any Customary Intercreditor Agreement) and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are expressly delegated to the Administrative Agent by the terms hereof or thereof (including, for the avoidance of doubt, the execution and delivery of the other Loan Documents (including the Senior Lien Intercreditor Agreement or any Customary Intercreditor Agreement)), together with such actions and powers as are reasonably incidental thereto. The provisions of this Article, other than the final sentence of Section 9.10, are solely for the benefit of the Administrative Agent and the Lenders, and the Borrower shall not have rights as a third-party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties. The Administrative Agent shall not be an agent for the Lender Claimants and shall not have any duties or obligations with respect to the Loans attributed to such Lender Claimants, other than (i) maintenance of the Lender Claimant Reserve Account and (ii) the crediting of their Loans in accordance with Section 2.15(a).

(b) The Administrative Agent shall also act as the "collateral agent" under the Loan Documents (including, for the avoidance of doubt, the Senior Lien Intercreditor Agreement or any Customary Intercreditor Agreement), and each of the Lenders hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of such Lender for purposes of

acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations. In furtherance thereon, each of the Lenders hereby irrevocably appoints and authorizes the Administrative Agent (or any sub-agent of the Administrative Agent appointed pursuant to Section 9.05), as "collateral agent" as "trustee" to act on their behalf solely for the purpose of acting as mortgagee under Mortgages and holding the second preferred mortgage interest in each Specified Rig granted to the Administrative Agent, as "collateral agent", as "trustee" pursuant to the respective Mortgage. The Administrative Agent hereby accepts and declares that it will hold each Mortgage for the sole use and benefit of the Lenders and shall perform its obligations hereunder, but only upon the terms and conditions of this Agreement. In connection with all of the foregoing, the Administrative Agent, as "collateral agent" and any co-agents, sub-agents and attorneys-in- fact appointed by the Administrative Agent pursuant to Section 9.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder, shall be entitled to the benefits of all provisions of this Article IX and Article X (including Section 10.04(c), as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the Loan Documents) as if set forth in full herein with respect thereto.

Section 9.02 Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity, if applicable. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

Section 9.03 Exculpatory Provisions. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents to which the Administrative Agent is a party, and the Administrative Agent's duties hereunder and thereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), *provided* that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents to which Administrative Agent is a party, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request or direction of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by a final nonappealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default or Event of Default is given to the Administrative Agent by the Borrower or a Lender and such notice references this Agreement and is labelled a "notice of default" or "notice of event of default".

The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Collateral Documents, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

Notwithstanding anything contained in the Loan Documents or otherwise to the contrary, the Administrative Agent shall not have any duty to (i) file or prepare any financing or continuation statements or record any documents or instruments in any public office for purposes of creating, perfecting or maintaining any Lien or security interest created under the Loan Documents; (ii) take any necessary steps to preserve rights against any parties with respect to any Collateral; or (iii) take any action to protect against any diminution in value of the Collateral. The Borrower shall make any and all filings and recordations.

Notwithstanding any provision of this Agreement or the other Loan Documents to the contrary, before taking or omitting any action to be taken or omitted by the Administrative Agent under the terms of this Agreement and the other Loan Documents, the Administrative Agent may seek the written direction of the Required Lenders, and the Administrative Agent is entitled to rely (and is fully protected in so relying) upon such direction. The Administrative Agent is not liable with respect to any action taken or omitted to be taken by it in accordance with such direction. If the Administrative Agent requests such direction with respect to any action, the Administrative Agent is entitled to refrain from such action unless and until the Administrative Agent has received such direction, and the Administrative Agent does not incur liability to any Person by reason of so refraining. In the absence of an express statement in the Loan Documents regarding which Lenders shall direct in any circumstance, the direction of the Required Lenders shall apply and be sufficient

for all purposes. If the Administrative Agent so requests, it must first be indemnified to its satisfaction by the Lenders against any and all fees, losses, liabilities and expenses which may be incurred by the Administrative Agent by reason of taking or continuing to take, or omitting, any action directed by any Lender. Any provision of this Agreement or the other Loan Documents authorizing the Administrative Agent to take any action does not obligate the Administrative Agent to take such action.

The Administrative Agent shall never be required to use, risk or advance its own funds or otherwise incur liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder (including, but not limited to, no obligation to grant any credit extension or to make any advance hereunder). In no event shall the Administrative Agent be liable, directly or indirectly, for any special, indirect, punitive or consequential damages, even if the Administrative Agent has been advised of the possibility of such damages and regardless of the form of action. The Administrative Agent shall not be responsible for delays or failures in performance resulting from acts beyond its control. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes, terrorist attacks or other disasters.

The Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred and is continuing. The Administrative Agent will not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable law.

Notwithstanding anything else to the contrary herein or in the other Loan Documents, whenever reference is made in this Agreement or any other Loan Document to any discretionary action by, consent, designation, specification, requirement or approval of, notice, request or other communication from, or other direction given or action to be undertaken or to be (or not to be) suffered or omitted by the Administrative Agent or to any election, decision, opinion, acceptance, use of judgment, expression of satisfaction or other exercise of discretion, rights or remedies to be made (or not to be made) by the Administrative Agent, it is understood that the Administrative Agent shall be acting at the direction of the Required Lenders and shall be fully protected in acting pursuant to such directions.

Each Lender authorizes and directs the Administrative Agent to enter into the Loan Documents to which it is a party on the date hereof on behalf of and for the benefit of the Lenders.

Whether or not so expressly stated therein, in entering into, or taking (or forbearing from) any action under pursuant to, the Loan Documents, the Administrative Agent shall have all of the rights, immunities, indemnities and other protections granted to it under this Agreement (in addition to those that may be granted to it under the terms of such other agreement or agreements).

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

Section 9.04 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Section 9.05 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final nonappealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

Section 9.06 Resignation of Administrative Agent.

(a) The Administrative Agent may at any time, or upon the request of the Required Lenders, shall promptly give notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall, in consultation with the Borrower, appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Administrative Agent may (but shall not be obligated to) on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above, *provided* that in no event shall any such successor Administrative Agent be a Defaulting Lender. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders under any of the Loan Documents, the retiring or removed Administrative Agent shall continue to hold such collateral security as bailee until such time as a successor Administrative Agent is appointed, but the Administrative Agent may petition a court of competent jurisdiction, at the expense of Borrower, for the appointment of a successor).

(b) If the Person serving as Administrative Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Required Lenders may, to the extent permitted by applicable law, by notice in writing to the Borrower and such Person remove such Person as Administrative Agent and, in consultation with the Borrower, appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days (or such earlier day as shall be agreed by the Required Lenders) (the "Removal Effective Date"), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders under any of the Loan Documents, the retiring or removed Administrative Agent shall continue to hold such collateral security as bailee until such time as a successor Administrative Agent is appointed, but the Administrative Agent may petition a court of competent jurisdiction, at the expense of Borrower, for the appointment of a successor).

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (1) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders under any of the Loan Documents, the retiring or removed Administrative Agent shall continue to hold such collateral security as bailee until such time as a successor Administrative Agent is appointed, but the Administrative Agent may petition a court of competent jurisdiction, at the expense of Borrower, for the appointment of a successor) and (2) except for any indemnity payments or other amounts then owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or removed) Administrative Agent (other than as provided in Section 3.01(g) and other than any rights to indemnity payments or other amounts owed to the retiring or removed Administrative Agent as of the Resignation Effective Date or the Removal Effective Date, as applicable), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring or removed Administrative Agent's resignation or removal hereunder and under the other Loan Documents, the provisions of this Article and Section 10.04 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them (i) while the retiring or removed Administrative Agent was acting as Administrative Agent and (ii) after such resignation or removal for as long as any of them continues to act in any capacity hereunder or under the other Loan Documents, including (a) acting as collateral agent or otherwise holding any collateral security on behalf of any of the Lenders and (b) in respect of any actions taken in connection with transferring the agency to any successor Administrative Agent.

(d) Any Person into which the Administrative Agent may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which the Administrative Agent shall be a party, or any Person succeeding to the business of the Administrative Agent shall be the successor of the Administrative Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto.

Section 9.07 Non-Reliance on Administrative Agent and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent, any other Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent, any other Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

Section 9.08 No Other Duties Etc. Anything herein to the contrary notwithstanding, Administrative Agent shall not have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent or a Lender hereunder.

Section 9.09 Administrative Agent May File Proofs of Claim; Credit Bidding In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) at the direction of the Required Lenders, to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under the Loan Documents) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under the Loan Documents.

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

The Secured Parties hereby irrevocably authorize the Administrative Agent, at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (including accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code of the United States, including under Sections 363, 1123 or 1129 of the Bankruptcy Code of the United States, or any similar Laws in any other jurisdictions to which a Loan Party is subject, or (b) at any other sale or foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with any applicable Law. In connection with any such credit bid and purchase, the Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that would vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) in the asset or assets so purchased (or in the Equity Interests or debt instruments of the acquisition vehicle or vehicles that are used to consummate such purchase). In connection with any such bid (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles to make a bid and to adopt documents providing for the governance of the acquisition vehicle or vehicles *(provided* that any actions by the Administrative Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or Equity Interests thereof shall be governed, directly or indirectly, by the vote of the Required Lenders, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in Section 10.01), (ii) the Administrative Agent shall be authorized to assign the relevant Obligations to any such acquisition vehicle pro rata by the Lenders, as a result of which each of the Lenders shall be deemed to have received a pro rata portion of any Equity Interests and/or debt instruments issued by such an acquisition vehicle on account of the assignment of the Obligations to be credit bid, all without the need for any Secured Party or acquisition vehicle to take any further action, and (iii) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of debt credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Lenders pro rata and the Equity Interests and/or debt instruments issued by any acquisition vehicle on account of the Obligations that had been assigned to the acquisition vehicle shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action.

Section 9.10 Collateral and Guaranty Matters. Each of the Lenders irrevocably authorizes the Administrative Agent, at the direction of the Required Lenders, to (a) release any and all Collateral from the Liens created by the Collateral Documents, subordinate any Lien on any and all such Collateral and/or release any and all Guarantors (other than Borrower) from their

respective obligations under the Guaranty at any time and from time to time in accordance with the provisions of the Collateral Documents and Section 10.21, (b) execute and deliver, and take any action referred to in Section 10.21 to evidence any such release or subordination and (c) enter into any amendments of the Collateral Documents dated on and as of even date herewith deemed reasonably necessary or appropriate by the Required Lenders in order to evidence the Obligations secured by such Collateral Documents and for any other related purpose.

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Subsidiary Guarantor from its obligations under the Guaranty pursuant to Section 9.10 or Section 10.21. The Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Administrative Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Administrative Agent be responsible or liable for any failure to monitor or maintain any portion of the Collateral. In addition, the Administrative Agent will have no obligation to conduct any independent evaluation or appraisal of the assets or liabilities of the Borrower, or any other party, or opine or advise on any related Solvency issues.

Lux Holdco hereby expressly accepts and confirms, for the purposes of article 1278 and article 1281 of the Luxembourg civil code, that notwithstanding any assignment, transfer and/or novation permitted under, and made in accordance with, the provisions of this Agreement, any security provided pursuant to a Loan Document to which Lux Holdco is a party shall be preserved, for the purposes of Luxembourg law, for the benefit of any new Lender.

ARTICLE X

MISCELLANEOUS

Section 10.01 Amendments. Any provision of the Loan Documents may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by (I) in the case of this Agreement, the Borrower and the Required Lenders and acknowledged by the Administrative Agent, and (II) in the case of any other Loan Document, each party thereto and the Administrative Agent (at the direction of the Required Lenders), and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; *provided*, *however*, that no such amendment, waiver or consent shall:

(a) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written consent of such Lender;

(b) postpone any date fixed by this Agreement or any other Loan Document for any payment (excluding mandatory prepayments) of principal, interest, fees, premiums (including any Prepayment Premium) or other amounts due to the Lenders (or any of them) hereunder or under such other Loan Document without the written consent of each Lender entitled to such payment;

(c) reduce or forgive the principal of, or the rate of interest specified herein on, any Loan, or (subject to clause (ii) of the third proviso to this Section 10.01) any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender directly affected thereby; *provided*, *however*, that only the consent of the Required Lenders shall be necessary to amend the definition of "Default Rate" or to waive any obligation of the Borrower to pay interest at the Default Rate;

(d) change the definition of "Applicable Percentage", Section 2.12(a), Section 2.12(f), Section 2.13 or Section 8.03 in a manner that would alter the *pro rata* sharing of payments required thereby without the written consent of each Lender affected thereby; provided that modifications of Section 2.12(a), Section 2.12(f), Section 2.13 or Section 8.03 or the definition of "Applicable Percentage" in connection with (x) any buy back of Loans by the Borrower pursuant to Section 2.05(a)(iii) shall only require approval (to the extent any such approval is otherwise required) of the Required Lenders, or (y) any Incremental Amendment shall only require approval (to the extent any such approval is otherwise required) of the Incremental Lenders;

(e) [reserved];

(f) change any provision of this Section 10.01 or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder, without the written consent of each Lender;

(g) release all or substantially all of the Collateral in any transaction or series of related transactions, without the written consent of each Lender (except any such release in accordance with a transaction permitted under the Loan Documents);

(h) release all or substantially all of the value of the Guaranty without the written consent of each Lender (except any such release in accordance with a transaction permitted under the Loan Documents);

(i) amend the penultimate paragraph of Section 9.09 without the written consent of each Lender; or

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

and, *provided further*, that (i) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document, (ii) the Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto and (iii) no Lender consent is required to effect an Incremental Amendment. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that (x) the Commitment of such Lender may not be increased or extended, nor the principal owed to such Lender reduced or the final maturity thereof extended, without the consent of such Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender more adversely than other affected Lenders shall require the consent of such Defaulting Lender.

If any Lender does not consent to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the consent of each affected Lender, each Lender of a Class in accordance with the terms of Section 10.01 or each Lender and that has been approved by the Required Lenders (and, in the case of a proposed amendment, waiver, consent or release involving all of an affected Class, at least 50.1% of such affected Class) (a "Non-Consenting Lender"), the Borrower may replace such Non-Consenting Lender in accordance with Section 10.13; *provided* that such amendment, waiver, consent or release can be effected as a result of the assignment contemplated by such Section (together with all other such assignments required by the Borrower to be made pursuant to this paragraph).

Section 10.02 Notices; Effectiveness; Electronic Communication.

(a) Notices Generally. Except as provided in subsection (b) below, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows:

(i) if to the Borrower or the Administrative Agent, to the address, telecopier number or electronic mail address specified for such Person on Schedule 10.02; and

(ii) if to any other Lender, to the address, telecopier number or electronic mail address specified in its Administrative Questionnaire.

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail, FpML messaging and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, *provided* that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, *provided* that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), *provided* that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to the Borrower, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's transmission of Borrower Materials or notices through the Platform, any other electronic platform or electronic messaging service, or through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; *provided*, *however*, that in no event shall any Agent Party have any liability to the Borrower, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrower and the Administrative Agent may change its address (including its address for electronic communications) or telecopier for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address (including its address for electronic communications) or telecopier for notices and other communications hereunder by notice to the Borrower and the Administrative Agent. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

(e) Reliance by Administrative Agent and Lenders. The Administrative Agent and the Lenders shall be entitled to rely and act upon any notices (including electronic notices or Committed Loan Notices) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

Section 10.03 No Waiver; Cumulative Remedies; Enforcement. No failure by any Lender or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 8.02 for the benefit of all the Secured Parties; *provided*, *however*, that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) any Lender from exercising setoff rights in accordance with Section 10.08 (subject to the terms of Section 2.13), or (c) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any Debtor Relief Law; and *provided*, *further*, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 8.02 and (ii) in addition to the matters set forth in clauses (b) and (c) of the preceding proviso and subject to Section 2.13, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

Section 10.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrower shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent and its Affiliates including reasonable and documented out-of-pocket legal fees and expenses (but limited in the case of legal fees to the reasonable and documented out-of-pocket fees, charges and disbursements of one primary counsel for the Administrative Agent and one primary counsel for the Lenders, taken as a whole, and, if reasonably necessary, of one or more regulatory counsels and one local

counsel in any relevant jurisdiction to the Administrative Agent and one or more such counsel to the Lenders, taken as a whole), in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all out-of-pocket expenses incurred by the Administrative Agent or any Lender (including the fees, charges and disbursements of any counsel for the Administrative Agent and any counsel for the Lenders (and one counsel for the Administrative Agent and one counsel for the Lenders, taken as a whole, in any relevant foreign jurisdiction), in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with Loans made, including all such documented out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans.

(b) Indemnification by the Borrower. The Borrower shall indemnify the Administrative Agent (and any sub-agent thereof), each other Agent and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities, fees and expenses (but limited in the case of legal fees, to the reasonable and documented out-of-pocket fees, charges and disbursements of one counsel for the Administrative Agent and one counsel for the Lenders, taken as a whole, and, solely in the case of an actual or reasonably perceived conflict of interest, one additional counsel to all affected Indemnitees, taken as a whole and, if reasonably necessary, of one local counsel in any relevant jurisdiction to the Administrative Agent and one local counsel to the Lenders, taken as a whole, in each such relevant material jurisdiction), incurred by any Indemnitee or asserted against any Indemnitee by any Person arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents (including fees and expenses incurred in enforcing this indemnity and including in respect of any matters addressed in Section 3.01), (ii) any Loan or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to Borrower or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party or any of the Borrower's or such Loan Party's directors, shareholders or creditors, or by any other Person and regardless of whether any Indemnitee is a party thereto, IN ALL CASES, WHETHER OR NOT CAUSED BY OR ARISING, IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE NEGLIGENCE OF THE INDEMNITEE; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee, (y) other than with respect to the Administrative Agent, result from a claim brought by the Borrower or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee's

obligations hereunder or under any other Loan Document, if the Borrower or such other Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction or (z) result from any dispute solely among the Indemnitees (other than claims against an Indemnitee in its capacity as the Administrative Agent or a similar role) and not arising out of any act or omission of the Borrower or any of its Subsidiaries. This Section 10.04(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, liabilities or related expenses arising from any non-Tax claim.

(c) Reimbursement by Lenders. To the extent that Borrower for any reason fails to indefeasibly pay any amount required undersubsection (a) or (b) of this Section or under Section 2.09 to be paid by it to the Administrative Agent (or anysub-agent thereof), each other Agent or any Related Party of any of the foregoing (and without limiting Borrower's obligation to do so), each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), such other Agent or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount*, provided* that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) or any other Agent in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or any other Agent in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section shall be payable not later than thirty days after written demand therefor (or such later time as the applicable payee shall agree to in writing in its sole discretion).

(f) Survival. The agreements in this Section shall survive the resignation or removal of the Administrative Agent, the replacement of any Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all the other Obligations. For the avoidance of doubt, if any Refinancing Event shall occur, the obligations under this Section 10.04 shall continue during the period described in Section 2.15(f).

Section 10.05 Payments Set Aside. To the extent that any payment by or on behalf of Borrower is made to the Administrative Agent or any Lender, or the Administrative Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect, in the applicable currency of such recovery or payment. The obligations of the Lenders under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

Section 10.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of subsection (b) of this Section, (ii) by way of participation in accordance with the provisions of subsection (d) of this Section or (iii) by way of pledge or assignment of a security interest subject to the restrictions of subsection (f) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); *provided* that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans of any Class at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in Section 10.06(b)(i)(A), the aggregate amount of the Commitment and the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than $5,000,000, unless, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); *provided*, *however*, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met.

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; *provided* that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within 5 Business Days after having received notice thereof; and

(B) the Administrative Agent shall acknowledge receipt of any Assignment and Assumption delivered to it.

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of $3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment; provided further, that such fee shall be payable only once in the event of simultaneous assignments to or by two or more Approved Funds that are administered, managed, advised or sub-advised by the same entity or entities that are Affiliates of each other. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to Borrower or Defaulting Lender. No such assignment shall be made to the Borrower or any of the Borrower's Subsidiaries or to any Defaulting Lender or any of a Defaulting Lender's Affiliates or Subsidiaries.

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of a natural person).

(vii) Conversion of Lender Claimants. For the purposes of this Agreement, the conversion of a Lender Claimant to a Lender pursuant to Section 2.15 shall not be deemed an assignment.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Section 3.01, Section 3.04, and Section 10.04 with respect to facts and circumstances occurring prior to the effective date of such assignment. Upon request, Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with subsection (d) of this Section.

(c) Register. The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain at the Administrative Agent's Office a copy (or the equivalent thereof in electronic form) of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice. No assignment shall be effective unless recorded in the Register. The parties hereto agree and intend that the Loans shall be treated as being in "registered form" for purposes of the Code (included Sections 163(f), 871(h)(2), and 881(c)(2) of the Code), and the Register shall be maintained in accordance with such intention.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, Borrower or the Administrative Agent, sell participations to any Person (other than a natural person, or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of a natural person, or the Borrower or any of the Borrower's Affiliates or Subsidiaries or to any Defaulting Lender or any of a Defaulting Lender's Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); *provided* that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations

and (iii) the Borrower, the Administrative Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in the first proviso to Section 10.01 that affects such Participant. Subject to subsection (e) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Section 3.01 (subject to the requirements and limitations therein, including the requirements under Section 3.01(e) (it being understood that the documentation required under Section 3.01(e) shall be delivered to the participating Lender)), Section 3.04 and Section 3.05 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to subsection (b) of this Section. To the extent permitted by Law, each Participant also shall be entitled to the benefits of Section 10.08 as though it were a Lender, *provided* such Participant agrees to be subject to Section 2.13 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a nonfiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-l(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or Section 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless (i) the sale of the participation to such Participant is made with the Borrower's prior written consent or (ii) such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other central bank having jurisdiction over such Lender; *provided* that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

Section 10.07 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, trustees, advisors, independent auditors, legal counsel and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal or administrative process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower or its obligations hereunder, (g) with the consent of the Borrower, (h) for purposes of establishing a "due diligence" defense or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section, (y) becomes available to the Administrative Agent, any other Agent, any Lender or any of their respective Affiliates (and the successors and assigns of the foregoing) on a nonconfidential basis from a source other than the Borrower or (z) is independently developed by the Administrative Agent, any other Agent, any Lender or any of their respective Affiliates (and the successors and assigns of the foregoing). In addition, the Administrative Agent and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to the Administrative Agent and the Lenders in connection with the administration of this Agreement, the other Loan Documents, and the Loans.

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

Each of the Lenders acknowledges that (a) the Information may include materialnon-public information concerning the Borrower or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including United States Federal and state securities Laws.

Section 10.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency), other than deposits in accounts designated as trust or tax withholding accounts and that are exclusively used for such purposes, at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the account of the Borrower or any other Loan Party against any and all of the obligations of the Borrower or any other Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such indebtedness; *provided*, that in the event that any Defaulting Lender shall exercise any such right of setoff hereunder, (i) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.16 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (ii) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender or their respective Affiliates may have. Each Lender agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application, *provided* that the failure to give such notice shall not affect the validity of such setoff and application.

Section 10.09 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

Section 10.10 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01 this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means (e.g., ".pdf" or ".tiff") shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 10.11 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect until the Maturity Date.

Section 10.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 10.13 Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01 and in each case, such Lender has declined or is unable to designate a different Lending Office in accordance with Section 3.06(a). If any Lender is a Non-Consenting Lender or a Defaulting Lender, or if any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as a party hereto, then the Borrower may, at its sole expense and effort, 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 10.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), *provided* that:

(a) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 10.06(b):

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

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01 such assignment will result in a reduction in such compensation or payments thereafter;

(d) such assignment does not conflict with applicable Laws; and

(e) in connection with any such replacement, if any such Non-Consenting Lender or Defaulting Lender does not execute and deliver to the Administrative Agent a duly executed Assignment and Assumption reflecting such replacement within five (5) Business Days of the date on which the assignee Lender executes and delivers such Assignment and Assumption to such Non-Consenting Lender or Defaulting Lender, then such Non-Consenting Lender or Defaulting Lender shall be deemed to have executed and delivered such Assignment and Assumption without any action on the part of the Non-Consenting Lender or Defaulting Lender.

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 Borrower to require such assignment and delegation cease to apply.

Section 10.14 Governing Law; Jurisdiction; Etc.

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

(b) SUBMISSION TO JURISDICTION. THE BORROWER IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST THE ADMINISTRATIVE AGENT, ANY LENDER, OR ANY RELATED PARTY OF THE FOREGOING IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN Section 10.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

Section 10.15 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 10.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i) (A) the services regarding this Agreement provided by the Administrative Agent is arm's-length commercial transactions between the Borrower and its Affiliates, on the one hand, and the Administrative Agent, on the other hand, (B) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) the Administrative Agent has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any of its Affiliates, or any other Person and (B) the Administrative Agent does not have any obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents to which the Administrative Agent is a party; and (iii) the Administrative Agent and its respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and the Administrative Agent does not have any obligation to disclose any of such interests to the Borrower or its Affiliates. To the fullest extent permitted by law, the Borrower hereby waives and releases any claims that it may have against the Administrative Agent with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 10.17 Electronic Execution of Assignments and Certain Other Documents. The words "execution," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation any Assignment and Assumption, any amendment or other modification hereof (including waivers and consents), amendments or other modifications or Committed Loan Notices) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided* that notwithstanding anything contained herein to the contrary neither the Administrative Agent nor any Lender is under any obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent or such Lender pursuant to procedures approved by it and *provided further* without limiting the foregoing, upon the request of any party, any electronic signature shall be promptly followed by such manually executed counterpart.

Section 10.18 USA PATRIOT Act. Each Lender that is subject to the Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower and each other Loan Party that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies the Borrower and each other Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the Act. The Borrower shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Act and the Beneficial Ownership Regulation.

Section 10.19 Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of the Borrower in respect of any such sum due from it to the Administrative Agent or any Lender hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "Agreement Currency"), be discharged only to the extent that on the Business Day following receipt by the Administrative Agent or such Lender, as the case may be, of any sum adjudged to be so due in the Judgment Currency, the Administrative Agent or such Lender, as the case may be, may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement

Currency so purchased is less than the sum originally due to the Administrative Agent or any Lender from the Borrower in the Agreement Currency, the Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or such Lender, as the case may be, against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Administrative Agent or any Lender in such currency, the Administrative Agent or such Lender, as the case may be, agrees to return the amount of any excess to the Borrower (or to any other Person who may be entitled thereto under applicable law).

Section 10.20 [Reserved].

Section 10.21 Release of Collateral and Loan Parties.

(a) Any Lien on any Collateral granted to or held by the Administrative Agent under any Loan Document shall automatically be released, terminated and discharged in full (as used in this Section 10.21 "released") without the need for any further action by any Person: (i) upon the payment in full of the principal of, together with accrued and unpaid interest on, all of the Loans and all other Obligations under this Agreement and the other Loan Documents that are due and payable at or prior to the time such principal, together with accrued and unpaid interest, are paid (provided that, for all purposes under this Agreement, deposit by the Borrower of the Lender Claimant Obligation Amount, if any, into the Lender Claimant Reserve Account pursuant to Section 2.15 shall be deemed to be payment in full of such amounts), (ii) with respect to any such Lien, in the event that any asset constituting Collateral is, or is to be, Disposed of as part of, or in connection with, any transaction not prohibited hereunder or under any other Loan Document or (iii) if approved, authorized or ratified in writing in accordance with Section 10.01.

(b) The Administrative Agent shall, without the need for any further action by any Lender, subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by clause (a), (h) or (j) of the definition of "Permitted Lien" upon receipt of a certificate of the Borrower certifying that such subordination is permitted by the terms of the Loan Documents, including this Section 10.21(b), and all conditions provided in the Loan Documents to the Administrative Agent's execution of any documents evidencing such subordination have been satisfied.

(c) Any Loan Party (other than the Borrower) shall be automatically released from its obligations under the Guaranty and Collateral Documents upon (i) such Person ceasing to be a Subsidiary as a result of a transaction permitted hereunder or otherwise in accordance with the terms hereof and (ii) written notice received by the Administrative Agent executed by a Responsible Officer of the Borrower describing the circumstances giving rise to such claim for release. In addition, (i) if a Subsidiary Guarantor has become an Excluded Subsidiary or (ii) if a Subsidiary Guarantor ceases to be a Material Subsidiary, in each case, as a result of a transaction permitted hereunder or otherwise in accordance with the terms hereof, then automatically upon the receipt by the Administrative Agent of written notice from a Responsible Officer of the Borrower (providing sufficient factual detail supporting a claim for release consistent with this sentence) such Subsidiary Guarantor shall be released from the Guaranty.

(d) In the case of any release or subordination described in this Section 10.21 the Administrative Agent shall, at the Borrower's expense, execute and deliver to the relevant Borrower such documents or evidence of such release or subordination (or payment in full of the Obligations as described in Section 10.21(a)(i)) as Borrower may reasonably request to evidence the release or subordination of such item of Collateral from the assignment and security interest granted under the Collateral Documents, or to substantiate its interest in such item, in each case in accordance with the terms of the Loan Documents and this Section 10.21.

Section 10.22 **ENTIRE AGREEMENT**. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

Section 10.23 Acknowledgment and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Lender that is an EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

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

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority.

Section 10.24 Senior Lien Intercreditor Agreement. Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this Agreement or any other Loan Document, the exercise of any right or remedy with respect thereto and certain of the rights of the obligees hereof are subject to the provisions of the Senior Lien Intercreditor Agreement and in the event of any conflict between the terms of the Senior Lien Intercreditor Agreement and this Agreement or any other Loan Document with respect to such liens, security interest, rights or remedies, the terms of the Senior Lien Intercreditor Agreement shall govern and control.

(Signature pages begin on following page)

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

PARKER DRILLING COMPANY,
as the Borrower

By: /s/ Michael W. Sumruld
Name: Michael W. Sumruld
Title: Senior Vice President and Chief Financial Officer

UMB BANK, N.A., as
Administrative Agent

By: /s/ Julius R. Zamora
Name: Julius R. Zamora
Title: Vice President

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Stephen M Bakke, as a Lender

By: /s/ Stephen M Bakke
Name: Stephen M Bakke
Title:

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Peter Fontana, as a Lender

By: /s/ Peter Fontana
Name: Peter Fontana
Title: Mr.

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FCA Canada Inc. Elected Master Trust,

By: Brigade Capital Management, LP as Investment Manager, as a Lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

Los Angeles County Employees Retirment Association,

By: Brigade Capital Management, LP as Investment Manager, as lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

Goldman Sachs Trust II—Goldman Sachs Multi-Manager Non-Core Fixed Income Fund,

By: Brigade Capital Management, LP as Investment Manager, as lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

FedEx Corporation Employees' Pension Trust,

By: Brigade Capital Management, LP as Investment Manager, as lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

Harold L Neal, as lender

By: /s/ Harold L Neal
Name: Harold L Neal
Title: Owner

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Tessa K Neal, as lender

By: /s/ Tessa K Neal
Name: Tessa K Neal
Title: Owner

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FCA US LLC Master Retirement Trust,

By: Brigade Capital Management, LP as Investment Manager, as lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

U.S. High Yield Bond Fund,

By: Brigade Capital Management, LP as Investment Manager, as lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

James C. Stanley Jr., as Lender

By: /s/ James C. Stanley Jr.
Name: James C. Stanley Jr.
Title: Owner

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Future Directions Credit Opportunities Fund,

By: Brigade Capital Management, LP as Investment Manager, as Lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

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Gustavo Gueriai, as a Lender,

By: /s/ Tracey Goodwin
Name: Tracy Goodwin
Title: Raymond James Corporate Actions

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Jeanette Luis Perez, as lender

By: /s/ Tracey Goodwin
Name: Tracey Goodwin
Title: Raymond James Corporate Actions

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James Petrucci, as a Lender

By: /s/ James Petrucci
Name: James Petrucci
Title:

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JPMorgan Trust III - JP Multi-Manager Alternatives Fund,

By: Brigade Capital Management, LP as Investment Manager, as lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

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Delta Master Trust,
By: Brigade Capital Management, LP as Investment Manager, as Lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

JPMorgan Chase Retirement Plan Brigade,

By: Brigade Capital Management, LP as Investment Manager, as lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

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Bridgade Leveraged Capital Structures Fund Ltd.,

By: Brigade Capital Management, LP as Investment Manager, as Lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

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Gregory Tencza, as a Lender

By: /s/ Gregory Tencza
Name: Gregory Tencza
Title:

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Petrucci Family Foundation Inc., as Lender

By: /s/ James Petrucci
Name: James Petrucci
Title: Trustee

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Pandora Select Partners, LP, as Lender

By: /s/ Mark Strefling
Name: Mark Strefling
Title: Partner & CEO

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Whitebox Asymmetric Partners, LP, as Lender

By: /s/ Mark Strefling
Name: Mark Strefling
Title: Partner & CEO

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Whitebox Credit Partners, LP, as Lender

By: /s/ Mark Strefling
Name: Mark Strefling
Title: Partner & CEO

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Whitebox Caja Blanca Fund, LP, as Lender

By: /s/ Mark Strefling
Name: Mark Strefling
Title: Partner & CEO

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Whitebox Relative Value Partners, LP, as Lender

By: /s/ Mark Strefling
Name: Mark Strefling
Title: Partner & CEO

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Whitebox Multi-Strategy Partners, LP, as Lender

By: /s/ Mark Strefling
Name: Mark Strefling
Title: Partner & CEO

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Emanuele La Volpe Damasio as Lender

By: /s/ Emanuele La Volpe Damasio
Name: Emanuele La Volpe Damasio
Title: M.R.

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Matthew K Burrell, as Lender

By: /s/ Matthew K. Burrell
Name: Matthew K. Burrell
Title:

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Whitebox GT Fund, LP, as Lender

By: /s/ Mark Strefling
Name: Mark Strefling
Title: Partner & CEO

Carl Marks Strategic Investments, L.P., as Lender

By: /s/ James F. Wilson
Name: James F. Wilson
Title: Managing Member

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City of Phoenix Employees' Retirement Plan,

By: Brigade Capital Management, LP as Investment Manager, as Lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

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Blue Falcon Limited,

By: Brigade Capital Management, LP as Investment Manager, as Lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

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Carl Marks Strategic Opportunities Fund II, L.P., as a Lender

By: /s/ James F. Wilson
Name: James F. Wilson
Title: Managing Member

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Kenneth Windheim, as Lender

By: /s/ Kenneth Windheim
Name: Kenneth Windheim
Title: President

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The Coca-Cola Company Master Retirement Trust,

By: Brigade Capital Management, LP as Investment Manager, as Lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

GIC Private Limited,

By: Brigade Capital Management, LP as Investment Manager, as Lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

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Illinois State Board of Investment,

By: Brigade Capital Management, LP as Investment Manager, as Lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

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James Barr Carroll Jr. Ira, as Lender

By: /s/ James Barr Carroll Jr
Name: James Barr Carroll Jr
Title: Account Owner

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Gregg Pass Carroll IRA, as a Lender

By: /s/ Gregg Pass Carroll
Name: Gregg Pass Carroll
Title: Account Owner

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Thomas A. Keith, as a Lender

By: /s/ Thomas A. Keith
Name:

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I, as Lender

By: /s/ David A. Dadetta
Name: David A. Dadetta
Title: Individual Owner

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I, as Lender

By: /s/ Greg W. Luthrecc
Name: Greg W. Luthrec
Title:

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SEI Institutional Investments Trust-High Yeild Bond Fund,

By: Brigade Capital Management, LP as Investment Manager, as Lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

SEI Institutional Managed Trust - Multi-Strategy Alternative Fund,

By: Brigade Capital Management, LP as Investment Manager, as Lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

SEI Institutional Managed Trust-High Yield Bond Fund,

By: Brigade Capital Management, LP as Investment Manager, as Lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

Argonaut Insurance Company, as a Lender

By: /s/ Craig Comeaux
Name: Craig Comeaux
Title: Vice President

Rockwood Casualty Insurance Company, as a Lender

By: /s/ Craig Comeaux
Name: Craig Comeaux
Title: Vice President

SC Credit Opportunities Mandate LLC,

By: Brigade Capital Management, LP as Investment Manager, as Lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

THE VARDE SKYWAY MASTER FUND, L.P.,
as a Lender
By: The Varde Skywalk Fund G.P., Its General Partner
By: Varde Partners, L.P., Its Managing Member
By: Varde Partners, Inc., Its General Partner

By: /s/ Scott Hartman
Name: Scott Hartman
Title: Principal

VARDE INVESTMENT PARTNERS (OFFSHORE) MASTER, L.P., as a Lender
By: The Varde Investment Partners G.P., LLC, Its General Partner
By: Varde Partners, L.P., Its Managing Member
By: Varde Partners, Inc., Its General Partner

By: /s/ Scott Hartman
Name: Scott Hartman
Title: Principal

Brigade Energy Opportunities Fund LP,

By: Brigade Capital Management, LP as Investment Manager, as Lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

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VARDE INVESTMENT PARTNERS, L.P.,
as a Lender
By: Varde Investment Partners G.P., LLC, Its General Partner
By: Varde Partners, L.P., Its Managing Member
By: Varde Partners, Inc., Its General Partner

By: /s/ Scott Hartman
Name: Scott Hartman
Title: Principal

VARDE CREDIT PARTNERS MASTER, L.P., as a Lender
By: Varde Investment Partners G.P., LLC, Its General Partner
By: Varde Partners, L.P., Its Managing Member
By: Varde Partners, Inc., Its General Partner

By: /s/ Scott Hartman
Name: Scott Hartman
Title: Principal

Brigade Leveraged Capital Structures Fund Ltd.,

By: Brigade Capital Management, LP as Investment Manager, as Lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

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Saba Capital Master Fund, Ltd., as a Lender,

By: /s/ Michael D'Angelo
Name: Michael D'Angelo
Title: GC

Big River Group Fund SPC LLC,

By: Brigade Capital Management, LP as Investment Manager, as Lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

Brigade Opportunistic Credit Fund- ICIP, Ltd.,

By: Brigade Capital Management, LP as Investment Manager, as Lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

Brigade Credit Fund II Ltd.

By: Brigade Capital Management, LP as Investment Manager, as Lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

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Brigade Distressed Value Master Fund Ltd.,

By: Brigade Capital Management, LP as Investment Manager, as Lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

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Brigade Energy Opportunities Fund II LP,

By: Brigade Capital Management, LP as Investment Manager, as Lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

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[*], as a Lender

By: /s/ Megan M. Ullman
Name: Megan M. Ullman
Title:

*John E. Menger and Megan M. Ullman

Sam N. Parken, as a Lender

By: /s/ Sam N Parken
Name: Sam N Parken
Title:

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1992 MSF International Ltd., as a Lender

By: Highbridge Capital Management, LLC, as Trading Manager

By: /s/ Steve Ardovini
Name: Steve Ardovini
Title: Managing Director

1992 Tactical Credit Master Fund, L.P.., as a Lender

By: Highbridge Capital Management, LLC, as
Trading Manager

By: /s/ Steve Ardovini
Name: Steve Ardovini
Title: Managing Director

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SEI Global Master Fund Plc the SEI High Yield Fixed Income Fund,

By: Brigade Capital Management, LP as Investment Manager, as a Lender

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: CFO of Investment Manager

Argo Group US, Inc., as a Lender

By: /s/ Craig Comeaux
Name: Craig Comeaux
Title: Vice President

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Argo Re. Ltd., as a Lender

By: /s/ Dianna Mitchell
Name: Dianna Mitchell
Title: Assistant Secretary

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Acknowledged and Agreed:

PD HOLDINGS DOMESTIC COMPANY S.À.R.L.

By: /s/ Sebastian Koller
Name: Sebastian KOLLER
Title: Authorised Signatory

Annex I

Credit Agreement Schedules

(see attached)

SCHEDULE 5.02

CONSENTS, AUTHORIZATIONS, FILINGS AND NOTICES

None.

SCHEDULE 5.04

LITIGATION

None.

SCHEDULE 5.07(A)

SPECIFIED BARGE RIGS

Owner	Vessel Name	Official Number	Flagged Jurisdiction
Parker Drilling Offshore USA, L.L.C.	Parker Drilling 8-B	598345	U.S.
Parker Drilling Offshore USA, L.L.C.	Parker Drilling 12-B	617093	U.S.
Parker Drilling Offshore USA, L.L.C.	Parker Drilling 15-B	599619	U.S.
Parker Drilling Offshore USA, L.L.C.	Parker Drilling 20-B	634630	U.S.
Parker Drilling Offshore USA, L.L.C.	Parker Drilling 21-B	616392	U.S.
Parker Drilling Offshore USA, L.L.C.	30B also known as Parker Drilling 30-B	1261618	U.S.
Parker Drilling Offshore USA, L.L.C.	Parker Drilling 50-B	640365	U.S.
Parker Drilling Offshore USA, L.L.C.	Parker Drilling 51-B	640959	U.S.
Parker Drilling Offshore USA, L.L.C.	Parker Drilling 54-B	628668	U.S.
Parker Drilling Offshore USA, L.L.C.	Parker Drilling 55-B	643082	U.S.
Parker Drilling Offshore USA, L.L.C.	Parker Rig 72	642929	U.S.
Parker Drilling Offshore USA, L.L.C.	Parker Rig 76-B also known as Parker Drilling 76-B	594111	U.S.
Parker Drilling Offshore USA, L.L.C.	Rig 77B	600135	U.S.

SCHEDULE 5.07(B)

SPECIFIED LAND RIGS

Owner	Rig Name
Parker Drilling Arctic Operating, LLC	272
Parker Drilling Arctic Operating, LLC	273

SCHEDULE 5.14

SUBSIDIARIES AND OTHER EQUITY INVESTMENTS

(a). Subsidiaries.

Part (i)

Subsidiary	Jurisdiction of Formation	Owner	% Ownership Interest
2M-TEK, Inc.	Louisiana	Parker Drilling Offshore Company, LLC	100%
Anachoreta, Inc.	Nevada	Parker Drilling Company	100%
AralParker LLP	Kazakhstan	Parker Drilling (Kazakstan), LLC	100%
Canadian Rig Leasing, Inc.	Oklahoma	Parker Drilling Company	100%
Choctaw International Rig Corp.	Nevada	Parker Drilling Domestic Holding Company, LLC	100%
Creek International Rig Corp.	Nevada	Parker Drilling Domestic Holding Company, LLC	100%
DGH, Inc.	Texas	Parker Drilling Company	100%
Indocorp of Oklahoma, Inc.	Oklahoma	Parker Drilling Company	100%

Subsidiary	Jurisdiction of Formation	Owner	% Ownership Interest
International Tubular Services de Mexico S. de R.L. de C.V.	Mexico	International Tubular Services Limited	99.74%
		ITS Egypt Holdings 2, Ltd.	.26%
International Tubular Services Limited	Scotland, United Kingdom	Parker International Holding Kft.	100%
International Tubular Services Middle East, LLC	United Arab Emirates	International Tubulars FZE	49%
International Tubulars FZE	United Arab Emirates	International Tubular Services Limited	100%
ITS Arabia Limited	Saudi Arabia	PD International Holdings C.V.	70%
		ITS Egypt Holdings 1, Ltd.	30%
ITS Egypt Holdings 1, Ltd	Scotland, United Kingdom	International Tubular Services Limited	100%
ITS Egypt Holdings 2, Ltd.	Scotland, United Kingdom	International Tubular Services Limited	100%
ITS Energy Services	Cayman Islands	Parker International Holding Kft.	100%

Subsidiary	Jurisdiction of Formation	Owner	% Ownership Interest
ITS Energy Services (Asia Pacific) PTE Ltd	Singapore	ITS Energy Services PTE Ltd	100%
ITS Energy Services Limited	Trinidad	International Tubular Services Limited	100%
ITS Energy Services PTE Ltd	Singapore	International Tubular Services Limited	100%
ITS Energy Services Sdn Bhd	Malaysia	ITS Energy Services PTE Ltd	100%
ITS India Private Limited	India	International Tubular Services Limited	100%
ITS Netherlands B.V.	Netherlands	International Tubular Services Limited	100%
Joint Stock Company Parker Drilling Company of Sakhalin	Russia	Parker Drilling Netherlands B.V.	100%
KMG Parker Drilling Company LLP	Kazakhstan	Parker Drilling Kazakhstan BV	51%
PD Holdings Domestic Company S.à r.l.	Luxembourg	Parker North America Operations, LLC	100%
Mallard Argentine Holdings, Ltd.	Cayman Islands	Parker Drilling Offshore Company, LLC	100%
Mallard Drilling of South America, Inc.	Cayman Islands	Parker Drilling Offshore Company, LLC	100%
Mallard Drilling of Venezuela, Inc.	Cayman Islands	Parker Drilling Offshore Company, LLC	100%
Parker International Holding Kft.	Hungary	PD ITS Holdings, C.V.	33.33%
		PD Dutch Holdings C.V.	33.33%
		PD Selective Holdings C.V.	33.33%
Pardril, Inc.	Oklahoma	Parker Drilling Company	100%
Parker 3source LLC	Delaware	PD Selective, LLC	100%
Parker 5272 LLC	Delaware	PD ITS, LLC	100%
Parker Aviation Inc.	Oklahoma	Parker Drilling Company	100%
Parker Central Europe Rig Holdings LLC	Hungary	Parker Drilling (Kazakstan), LLC	100%
Parker Drillex, LLC	Delaware	PD Selective Holdings C.V.	100%

Subsidiary	Jurisdiction of Formation	Owner	% Ownership Interest
Parker Drilling Alaska Services Ltd.	Scotland, United Kingdom	Parker Drilling Arctic Operating, LLC	100%
Parker Drilling AME Limited	Cayman Islands	Parker International Holding Kft.	100%
Parker Drilling Arctic Operating, LLC	Delaware	PD GP Arctic, LLC	0.01%
		PD Holdings Domestic Company S.à r.l.	99.99%
Parker Drilling Asia Pacific, LLC	Delaware	Parker Drilling Company	100%
Parker Drilling Canada Company	Canada	Parker International Holding Kft.	100%
Parker Drilling Company Kuwait Ltd	Bahamas	Parker International Holding Kft.	99%
Parker Drilling Company (Bolivia) S.A.	Bolivia	Parker Drilling Company	100%
Parker Drilling Company Eastern Hemisphere, Ltd. Co.	Oklahoma	Parker Drilling Eurasia, Inc.	100%
Parker Drilling Company International, LLC	Delaware	PD Dutch Holdings C.V.	100%
Parker Drilling Company International Limited	Nevada	Parker Drilling Eurasia, Inc.	100%
Parker Drilling Company Limited LLC	Delaware	Parker Drilling Company	100%
Parker Drilling Company North America, Inc.	Nevada	Parker North America Operations, LLC	100%
Parker Drilling Company of Argentina, Inc.	Nevada	Parker Drilling Domestic Holding Company, LLC	100%

Subsidiary	Jurisdiction of Formation	Owner	% Ownership Interest
Parker Drilling Company of Bolivia, Inc.	Oklahoma	Parker Drilling Company	100%
Parker Drilling Company of Mexico, LLC	Nevada	Parker Drilling Offshore Company, LLC	100%
Parker Drilling Company of New Guinea LLC	Delaware	Parker International Holding Kft.	100%
Parker Drilling Company of New Zealand Limited	New Zealand	PD Dutch Holdings C.V.	100%
Parker Drilling Company of Niger	Oklahoma	Parker Drilling Company	100%
Parker Drilling Company of Oklahoma, Incorporated	Oklahoma	Parker Drilling Company	100%
Parker Drilling Company of Singapore LLC	Delaware	PD Selective Holdings C.V.	100%
Parker Drilling Company of South America, Inc.	Oklahoma	Parker Drilling Company	100%
Parker Drilling de Mexico, S. de R.L. de C.V.	Mexico	Parker Drilling Offshore Company, LLC	2%
		Parker Drilling Company of Mexico, LLC	98%
Parker Drilling Disaster Relief Fund, Inc.	Texas	Parker Drilling Management Services, Ltd.	100%

Subsidiary	Jurisdiction of Formation	Owner	% Ownership Interest
Parker Drilling Domestic Holding Company, LLC	Delaware	Parker Drilling Company	100%
Parker Drilling Dutch B.V.	Netherlands	Parker International Holding Kft.	100%
Parker Drilling Eurasia, Inc.	Delaware	Parker North America Operations, LLC	100%
Parker Drilling Global Employment Company (Management Office), Ltd.	Dubai International Financial Centre (UAE)	Parker Drilling Netherlands B.V.	100%
Parker Drilling International B.V.	Netherlands	Parker Drilling Netherlands B.V.	100%
Parker Drilling International Holding Company, LLC	Delaware	Parker Drilling Company	100%
Parker Drilling International of New Zealand Limited	New Zealand	PD Dutch Holdings C.V.	100%
Parker Drilling Investment Company	Oklahoma	Parker Drilling Company	100%
Parker Drilling (Kazakhstan), LLC	Delaware	Parker International Holding Kft.	100%
Parker Drilling Kazakhstan BV	Netherlands	Parker Drilling Netherlands B.V.	100%
Parker Drilling Management Services, Ltd.	Nevada	Parker North America Operations, LLC	100%

Subsidiary	Jurisdiction of Formation	Owner	% Ownership Interest
Parker Drilling (Nigeria), Limited	Nigeria	Parker Drilling Offshore International, Inc.	100%
Parker Drilling Netherlands B.V.	Netherlands	Parker International Holding Kft.	100%
Parker Drilling Offshore B.V.	Netherlands	Parker Drilling Dutch B.V.	100%
Parker Drilling Offshore Company, LLC	Nevada	Parker North America Operations, LLC	100%
Parker Drilling Offshore International, Inc.	Cayman Islands	Parker Drilling Offshore Company, LLC	100%
Parker Drilling Offshore USA, L.L.C.	Oklahoma	PD GP Offshore, LLC	0.01%
		PD Holdings Domestic Company S.à r.l.	99.99%
Parker Drilling Overseas B.V.	Netherlands	Parker Drilling Netherlands B.V.	100%
Parker Drilling Pacific Rim, Inc.	Delaware	Parker North America Operations, LLC	100%
Parker Drilling Russia B.V.	Netherlands	Parker Drilling Netherlands B.V.	100%
Parker Drilling Services Americas S.R.L.	Argentina	Parker Drilling Netherlands B.V.	2%
		Parker Drilling International B.V.	98%
Parker Drilling Spain Rig Leasing, SL	Spain	Parker Hungary Rig Holdings Limited Liability Company	100%
Parker Drillserv, LLC	Delaware	PD Offshore, LLC	100%

Subsidiary	Jurisdiction of Formation	Owner	% Ownership Interest
Parker Drillsource, LLC	Delaware	Parker International Holding Kft.	100%
Parker Drilltech, LLC	Delaware	PD Offshore, LLC	100%
Parker Hungary Rig Holdings Limited Liability Company	Hungary	Parker Drillsource, LLC	100%
Parker Intex, LLC	Delaware	Parker Drilling Company	100%
Parker North America Operations, LLC	Nevada	Parker Drilling Company	100%
Parker Rigsource, LLC	Delaware	International Tubular Services Limited	100%
Parker Singapore Rig Holding Pte. Ltd.	Singapore	PD Selective Holdings C.V.	100%
Parker Technology, Inc.	Oklahoma	Parker Drilling Company	100%
Parker Technology, L.L.C.	Louisiana	Parker Drilling Offshore Company, LLC	100%
Parker USA Drilling Company	Nevada	Parker North America Operations, LLC	100%
Parker Well Services, LLC	Nevada	Parker Drilling Offshore Company, LLC	100%
Parker-VSE, LLC	Nevada	Parker Drilling Company	100%
PD Dutch, LLC	Delaware	Parker Drilling Pacific Rim, Inc.	100%

Subsidiary	Jurisdiction of Formation	Owner	% Ownership Interest
PD Dutch Holdings C.V.	Netherlands	PD Dutch, LLC	99.96%
		PD GP2, LLC	0.04%
PD GP Arctic, LLC	Delaware	Quail USA, LLC	100%
PD GP Offshore, LLC	Delaware	Quail USA, LLC	100%
PD GP Quail, LLC	Delaware	Quail USA, LLC	100%
PD GP2, LLC	Delaware	PD Dutch, LLC	100%
PD Global Drilling Limited	Scotland, United Kingdom	Parker Drilling International B.V.	100%
PD International Holdings C.V.	Netherlands	International Tubular Services Limited	99.96%
		Parker Rigsource, LLC	0.04%
PD ITS, LLC	Delaware	Parker Drilling Pacific Rim, Inc.	100%
PD ITS Holdings C.V.	Netherlands	Parker 5272, LLC	1.00%
		PD ITS, LLC	99.0%
PD Labor Sourcing, Ltd.	Cayman Islands	PD Selective Holdings C.V.	100%
PD Offshore, LLC	Delaware	Parker Drilling Eurasia, Inc.	100%

Subsidiary	Jurisdiction of Formation	Owner	% Ownership Interest
PD Offshore Holdings C.V.	Netherlands	PD Offshore, LLC	99.96%
		Parker Drillserv, LLC	0.02%
		Parker Drilltech, LLC	0.02%
PD Personnel Services, Ltd.	Cayman Islands	PD Selective Holdings C.V.	100%
PD Selective, LLC	Delaware	PD Offshore Holdings C.V.	100%
PD Selective Holdings C.V.	Netherlands	PD Selective, LLC	99.97%
		Parker 3source LLC	0.03%
PD Servicios Integrales, S. de R.L. de C.V.	Mexico	Parker Drilling Offshore Company, LLC	98%
		Parker Drilling Company of Mexico, LLC	2%
PKD Sales Corporation	Oklahoma	Parker Drilling Company	100%
Primorsky Drill Rig Services BV	Netherlands	Parker Drilling Netherlands B.V.	100%
Quail Tools, L.P.	Oklahoma	General partner: PD GP Quail, LLC	0.01%
		Limited partner: PD Holdings Domestic Company S.à r.l.	99.99%
Quail USA, LLC	Oklahoma	PD Holdings Domestic Company S.à r.l.	100%
Selective Drilling Corporation	Oklahoma	Parker Drilling Company	100%

Subsidiary	Jurisdiction of Formation	Owner	% Ownership Interest
Servicios de Personal ITS, S. de R.L. de C.V.	Mexico	International Tubular Services Limited	99.0%
		ITS Egypt Holdings 1, LTD.	1.0%
Technology Specialists For Tubes Manufacturing & General Services LLC	Iraq	International Tubulars FZE	100%
Universal Rig Service LLC	Delaware	Parker Drilling Company	100%

Loan Party	Taxpayer ID Number
2M-TEK, Inc.	37-1531761
Anachoreta, Inc.	88-0103667
Pardril, Inc.	73-0774469
Parker Aviation Inc.	73-1126372
Parker Drilling Arctic Operating, LLC	26-2376834
Parker Drilling Company	73-0618660
Parker Drilling Company North America, Inc.	73-1506381
Parker Drilling Company of Niger	73-1394204
Parker Drilling Company of Oklahoma, Incorporated	73-0798949

Parker Drilling Company of South America, Inc.	73-0760657
Parker Drilling Management Services, Ltd.	73-1567200
Parker Drilling Offshore Company, LLC	76-0409092
Parker Drilling Offshore USA, L.L.C.	72-1361469
Parker North America Operations, LLC	73-1571180
Parker Technology, Inc.	75-1246599
Parker Technology, L.L.C.	62-1681875
Parker-VSE, LLC	75-1282282
Parker Well Services, LLC	83-0742764
PD GP Arctic, LLC	N/A
PD GP Offshore, LLC	N/A
PD GP Quail, LLC	N/A
PD Holdings Domestic Company S.à r.l.	20182450171
Quail Tools, L.P.	72-1361471
Quail USA, LLC	82-0578885

Part (ii) Other Equity Investments.

Name	Jurisdiction of Formation	Parker Entity Owner	Ownership Percentage	Other Owner(s)
SaiPar Drilling Company B.V.	Netherlands	Parker Drilling Dutch B.V.	50%	Saipem International B.V.

(b) **OUTSTANDING SUBSCRIPTIONS, OPTIONS, WARRANTS, CALLS, RIGHTS, OR OTHER AGREEMENTS OR COMMITMENTS**

None.

SCHEDULE 5.16

ENVIRONMENTAL MATTERS

In 2003, the Borrower received an information request under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) designating Parker Drilling Offshore Corporation, a subsidiary of the Borrower, as a potentially responsible party with respect to the Gulfco Marine Maintenance, Inc. Superfund Site in Freeport, Texas (EPA No. TX 055144539). The Borrower responded to this request and in January 2008 received an administrative order to participate in an investigation of the site and a study of the remediation needs and alternatives. The EPA alleges that the subsidiary is a successor to a party who owned the Gulfco site during the time when chemical releases took place there. In December 2010, the Borrower entered into an agreement with two other potentially responsible parties (collectively the "Gulfco Group"), pursuant to which we agreed to pay 20 percent of past and future costs to study and remediate the site. The Gulfco Group is currently negotiating a site consent decree with the U.S. Department of Justice and the EPA, including negotiations concerning the amount the Gulfco Group is willing to reimburse the EPA for its response costs and the delisting of the Gulfco site's South Area. In addition, the EPA issued notice letters to and the Borrower pursued claims against several other parties seek to compel those parties to participate in funding the site remediation costs. The Gulfco Group expects to fully resolve such claims once a final consent decree is agreed upon with the Department of Justice and the EPA. The Borrower has made certain participating payments and has accrued $850,000 for its portion of certain unreimbursed past costs, estimated EPA oversight costs and the estimated future site costs.

SCHEDULE 5.18

UCC FILING JURISDICTION; UNITED STATES COAST GUARD FILING

Name of Loan Party	Type of Organization (e.g. corporation, limited liability company, limited partnership)	Jurisdiction of Organization/ Formation
2M-Tek, Inc.	corporation	Louisiana
Anachoreta, Inc.	corporation	Nevada
Pardril, Inc.	corporation	Oklahoma
Parker Aviation Inc.	corporation	Oklahoma
Parker Drilling Arctic Operating, LLC	limited liability company	Delaware
Parker Drilling Company	corporation	Delaware
Parker Drilling Company North America, Inc.	corporation	Nevada
Parker Drilling Company of Niger	corporation	Oklahoma
Parker Drilling Company of Oklahoma, Incorporated	corporation	Oklahoma
Parker Drilling Company of South America, Inc.	corporation	Oklahoma
Parker Drilling Management Services, Ltd.	limited liability company	Nevada
Parker Drilling Offshore Company, LLC	limited liability company	Nevada
Parker Drilling Offshore USA, L.L.C.	limited liability company	Oklahoma
Parker North America Operations, LLC	limited liability company	Nevada
Parker Technology, Inc.	corporation	Oklahoma
Parker Technology, L.L.C.	limited liability company	Louisiana
Parker-VSE, LLC	limited liability company	Nevada

Name of Loan Party	Type of Organization (e.g. corporation, limited liability company, limited partnership)	Jurisdiction of Organization/ Formation
Parker Well Services, LLC	limited liability company	Nevada
PD GP Arctic, LLC	limited liability company	Delaware
PD GP Offshore, LLC	limited liability company	Delaware
PD GP Quail, LLC	limited liability company	Delaware
PD Holdings Domestic Company S.à r.l.	Societé à resonsabilitté limitée S.à r.l. (Private Limited Liability Company)	Luxembourg (D.C. Filing Jurisdiction)
Quail Tools, L.P.	limited partnership	Oklahoma
Quail USA, LLC	limited liability company	Oklahoma

SCHEDULE 5.21

OFAC

None.

SCHEDULE 6.15

POST-CLOSING DELIVERIES

1. To the extent not delivered on or prior to the Closing Date, on or prior to the date that is thirty (30) days following the Closing Date (or such later date as the Administrative Agent may agree in its sole discretion), the Loan Parties shall deliver or cause to be delivered to the Administrative Agent Control Agreements with respect to each deposit account and securities account of the Loan Parties in existence as of the Closing Date (other than Excluded Accounts and Immaterial Accounts), in each case duly executed by the relevant Loan Party and the bank or securities intermediary that maintains such account.

2. To the extent not delivered on or prior to the Closing Date, on or prior to the date that is ten (10) days following the Closing Date (or such later date as the Administrative Agent may agree in its sole discretion), the Loan Parties shall deliver or cause to be delivered to the Administrative Agent evidence that the Specified Rigs are insured with financially sound and reputable insurance companies not Affiliates of the [Parent] Borrower, in such amounts with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where the [Parent] Borrower or the applicable Subsidiary operates, except to the extent that reasonable self-insurance meeting the same standards is maintained with respect to such risks, and which insurance meets the requirements of the Mortgages.

SCHEDULE 7.01

EXISTING LIENS

1. Federal tax lien in the amount of $73,129.97 in favor of the Department of Treasury - Internal Revenue Service, originally filed July 7, 2018, for taxpayer PARKER DRILLING MANAGEMENT SERVICES LTD.

SCHEDULE 7.03

EXISTING INDEBTEDNESS

1. Intercompany loans pursuant to ordinary course cash pooling arrangement.

SCHEDULE 7.08

TRANSACTIONS WITH AFFILIATES

1. That certain Revolving Loan Agreement dated as of January 1, 2012 (the "***PDN Loan Agreement***") between Parker Drilling Netherlands, B.V., as borrower and Parker Drilling Company, as lender, as heretofore amended. Loans have not been funded under the PDN Loan Agreement since 2014, the outstanding balance under the PDN Loan Agreement on the Closing Date is $3,626,498.09.

SCHEDULE 10.2

ADMINISTRATIVE AGENT'S OFFICE; CERTAIN ADDRESSES FOR NOTICES

PARKER DRILLING COMPANY:

Parker Drilling Company
Five Greenway Plaza Suite 100
Houston, Texas 77046
Attention: David Tucker
Telephone: 281-406-2370
Telecopier: 281-406-2371
Electronic Mail: david.tucker@parkerdrilling.com
Website Address: www.parkerdrilling.com
U.S. Taxpayer Identification Number(s): 73-0618660

UMB BANK, N.A., AS ADMINISTRATIVE AGENT:

UMB Bank, N.A., as Administrative Agent
2 South Broadway, Suite 600
St. Louis, MO 63102
Attn: Julius Zamora
Telephone: (646) 650-3178
Telecopier: (314) 612-8499
Email: Julius.Zamora@umb.com

Wire Instructions:
UMB Bank N.A.
Kansas City, MO
ABA #101 000 695
BNF Account: 98 000 068 23
BNF Name: Trust Operations/CT-STL
OBI Field: Parker/Zamora

With a copies to:
Kelley Drye & Warren LLP
101 Park Avenue
New York, NY 10178
Attn: Pamela Bruzzese-Szczygiel
Telephone: (212) 808-7750
Email: pbruzzese-szczygiel@kelleydrye.com

Akin Gump Strauss Hauer & Feld
One Bryant Park | New York, NY 10036-
Attn: Jaisohn Im
Telephone: 212-872-8049
Email: jim@akingump.com

Annex II

Credit Agreement Exhibits
(see attached)

[*Signature Page to Second Lien Term Loan Credit Agreement*]

FORM OF COMMITTED LOAN NOTICE

Date: ,

To: UMB Bank, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Second Lien Term Loan Credit Agreement, dated as of March 26, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement"; capitalized terms used but not defined herein have the meanings assigned to such terms in the Agreement), among Parker Drilling Company, a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto and UMB Bank, N.A., as Administrative Agent.

The Borrower hereby requests a Borrowing as follows:

1. On (a Business Day); and
2. In the amount of $.

The Borrowing requested herein complies with Section 2.02(a) of the Agreement.

The Borrower hereby represents and warrants that the conditions specified in Sections 4.02(a) and (b) of the Credit Agreement shall be satisfied on and as of the date of the Borrowing set forth above.

PARKER DRILLING COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT B-1

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Not Partnerships or Pass-Through Entities For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Second Lien Term Loan Credit Agreement, dated as of March 26, 2019 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Parker Drilling Company, a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto and UMB Bank, N.A., as Administrative Agent.

Pursuant to the provisions of Section 3.01(e)(ii)(B) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)), (ii) it is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a "10-percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of itsnon-U.S. Person status on IRS Form W-8BEN or W-8BEN-E (or any successor form), as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, or if a lapse in time or changes in circumstances renders the information on this certificate expired, obsolete or inaccurate in any respect, the undersigned shall promptly so inform the Borrower and the Administrative Agent in writing and delivery properly to Borrower and the Administrative Agent an updated certificate or other documentation (including any new documentation requested by the Borrower or the Administrative Agent) or promptly notify the Borrower and the Administrative Agent in writing of its inability to do so, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding each such payment (and from time to time upon the reasonable request of the Borrower or the Administrative Agent).

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: _____
Name:
Title:
Date: , 20[ ]

EXHIBIT B-2

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Not Partnerships or Pass-Through Entities For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Second Lien Term Loan Credit Agreement, dated as of March 26, 2019 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Parker Drilling Company, a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto and UMB Bank, N.A., as Administrative Agent.

Pursuant to the provisions of Section 3.01(e)(ii)(B) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a "10-percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of itsnon-U.S. Person status on IRS Form W-8BEN or W-8BEN-E (or any successor form), as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, or if a lapse in time or changes in circumstances renders the information on this certificate expired, obsolete or inaccurate in any respect, the undersigned shall promptly so inform such Lender in writing and delivery properly to such Lender an updated certificate or other documentation (including any new documentation requested by the Lender) or promptly notify the Borrower and the Administrative Agent in writing of its inability to do so, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding each payment (and from time to time upon the reasonable request of the Borrower or the Administrative Agent).

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____

Name:
Title:

Date: , 20[ ]

EXHIBIT B-3

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Partnerships or Pass-Through Entities For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Second Lien Term Loan Credit Agreement, dated as of March 26, 2019 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Parker Drilling Company, a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto and UMB Bank, N.A., as Administrative Agent.

Pursuant to the provisions of Section 3.01(e)(ii)(B) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect to such participation, neither the undersigned nor any of its direct or indirect partners/members is a "bank" extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a "10-percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (v) none of its direct or indirect partners/members is a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY (or any successor form) accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or W-8BEN-E (or any successor form), as applicable, or (ii) an IRS Form W-8IMY (or any successor form) accompanied by an IRS Form W-8BEN or W-8BEN-E (or any successor form), as applicable, from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption; provided that, for the avoidance of doubt, the foregoing shall not limit the obligation of the Lender to provide, in the case of any partner/member not claiming the portfolio interest exemption, an applicable IRS Form W-8ECI, W-9, W-8BEN, W-8BEN-E or W-8IMY (and any successor form, including appropriate underlying certificates from each beneficial owner of such partner/member), in each case, establishing any available exemption from U.S. federal withholding tax to the extent required by the Credit Agreement. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, or if a lapse in time or changes in circumstances renders the information on this certificate expired, obsolete or inaccurate in any respect, the undersigned shall promptly so inform such Lender in writing and delivery properly to such Lender an updated certificate or other documentation (including any new documentation requested by the Lender) or promptly notify the Borrower and the Administrative Agent in writing of its inability to do so, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding each such payment (and from time to time upon the reasonable request of the Borrower or the Administrative Agent).

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____

Name:
Title:

Date: , 20[ ]

EXHIBIT B-4

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Partnerships or Pass-Through Entities For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Second Lien Term Loan Credit Agreement, dated as of March 26, 2019 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Parker Drilling Company, a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto and UMB Bank, N.A., as Administrative Agent.

Pursuant to the provisions of Section 3.01(e)(ii)(B) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a "bank" extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a "10-percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (v) none of its direct or indirect partners/members is a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY (or any successor form) accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or W-8BEN-E (or any successor form), as applicable, or (ii) an IRS Form W-8IMY (or any successor form) accompanied by an IRS Form W-8BEN or W-8BEN-E (or any successor form), as applicable, from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption; provided that, for the avoidance of doubt, the foregoing shall not limit the obligation of the Lender to provide, in the case of any partner/member not claiming the portfolio interest exemption, an applicable Internal Revenue Service Form W-8ECI, W-9, W-8BEN, W-8BEN-E or W-8IMY (and any successor form, including appropriate underlying certificates from each beneficial owner of such partner/member), in each case, establishing any available exemption from U.S. federal withholding tax to the extent required by the Credit Agreement. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, or if a lapse in time or changes in circumstances renders the information on this certificate expired, obsolete or inaccurate in any respect, the undersigned shall promptly so inform the Borrower and the Administrative Agent in writing and delivery properly to the Borrower and the Administrative Agent an updated certificate or other documentation (including any new documentation requested by the Borrower or the Administrative Agent) or promptly notify the Borrower and the Administrative Agent in writing of its inability to do so, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which

each payment is to be made to the undersigned, or in either of the two calendar years preceding each such payment (and from time to time upon the reasonable request of the Borrower or the Administrative Agent). Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: _____
Name:
Title:

Date: , 20[ ]

FORM OF NOTE

FOR VALUE RECEIVED, Parker Drilling Company, a Delaware corporation (the "Borrower"), hereby promises to pay to or registered assigns (the "Lender"), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the principal amount of each Loan from time to time made by the Lender to the Borrower under that certain Second Lien Term Loan Credit Agreement, dated as of March 26, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement"; capitalized terms used but not defined herein have the meanings assigned to such terms in the Credit Agreement), among the Borrower, the lenders from time to time party thereto and UMB Bank, N.A., as Administrative Agent.

The Borrower promises to pay interest on the unpaid principal amount of each Loan from the date of such Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Credit Agreement.

This Note is one of the Notes referred to in the Credit Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Note is also entitled to the benefits of the Guaranty and is secured by the Collateral. Upon the occurrence and continuation of one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable all as provided in the Credit Agreement. Loans made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Note and record thereon the date, amount and maturity of its Loans and payments with respect thereto.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES THEREOF.

PARKER DRILLING COMPANY, a
Delaware corporation

By: _____
Name: _____
Title: _____

LOANS AND PAYMENTS WITH RESPECT THERETO

Date	Type of Loan Made	Amount of Loan Made	End of Interest Period	Amount of Principal or Interest Paid This Date	Outstanding Principal Balance This Date	Notation Made By

FORM OF COMPLIANCE CERTIFICATE

Financial Statement Date: ,

To: UMB Bank, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Second Lien Term Loan Credit Agreement, dated as of March 26, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement"; capitalized terms used but not defined herein have the meanings assigned to such terms in the Credit Agreement), among Parker Drilling Company, a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto and UMB Bank, N.A., as Administrative Agent.

The undersigned Responsible Officer hereby certifies as of the date hereof that he/she is the [Chief Financial Officer][Controller][Treasurer] of the Borrower, and that, as such, he/she is authorized to execute and deliver this Compliance Certificate to the Administrative Agent on the behalf of the Borrower, and that:

[Use following paragraph 1 for fiscal year-end financial statements]

1. The Borrower has delivered the year-end audited financial statements required by Section 6.01(a) of the Credit Agreement for the fiscal year of the Borrower ended as of the above date, together with the certificate, report and opinion of an independent certified public accountant required by Section 6.02(a) of the Credit Agreement.

[Use following paragraph 1 for fiscal quarter-end financial statements]

1. The Borrower has delivered the unaudited financial statements required by Section 6.01(b) of the Credit Agreement for the fiscal quarter of the Borrower and its consolidated Subsidiaries ended as of the above date. Such consolidated financial statements fairly state in all material respects the financial condition, results of operations and cash flows of the Borrower and its consolidated Subsidiaries in accordance with GAAP, applied consistently, as at such date and throughout such period, subject only to normal year-end audit adjustments and the absence of footnotes.

[Use following paragraph 1 for fiscal month-end financial statements not coinciding with the end of a fiscal quarter during a Cash Dominion Trigger Period (as defined in the ABL Credit Agreement)]

1. The Borrower has delivered the unaudited financial statements required bySection 6.01(c) of the Credit Agreement for the month ended as of the above date.

2. The undersigned has reviewed and is familiar with the terms of the Credit Agreement and has made, or has caused to be made under his/her supervision, a detailed review of the transactions and condition (financial or otherwise) of the Borrower during the accounting period covered by such financial statements.

3. A review of the activities of the Borrower during such fiscal period hasbeen made under the supervision of the undersigned with a view to determining whether during such fiscal period the Borrower performed and observed all its covenants and conditions under the Loan Documents, and

[select one:]

[to the knowledge of the undersigned, during such fiscal period each Loan Party performed, observed and satisfied each covenant and condition of the Loan Documents applicable to it, and no Default or Event of Default has occurred and is continuing.]

--or--

[to the knowledge of the undersigned, the following covenants or conditions have not been performed, observed or satisfied and the following is a list of each such Default or Event of Default and its nature and status:]

(Signature on following page)

IN WITNESS WHEREOF, the undersigned has executed this Compliance Certificate as of _____, _____.

PARKER DRILLING COMPANY

By: _____
Name: _____
Title: _____

FORM OF ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (this "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between [the][each][1] Assignor identified in item 1 below ([the][each, an][2] "Assignor") and [the][each] Assignee identified in item 2 below ([the][each, an] "Assignee"). [It is understood and agreed that the rights and obligations of [the Assignors][the Assignees][3] hereunder are several and not joint.][4] Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by [the][each] Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, [the][each] Assignor hereby irrevocably sells and assigns to [the Assignee][the respective Assignees], and [the][each] Assignee hereby irrevocably purchases and assumes from [the Assignor][the respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of [the Assignor's] [the respective Assignors'] rights and obligations in [its capacity as a Lender][their respective capacities as Lenders] under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of [the Assignor][the respective Assignors] under the respective facilities identified below and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by [the][any] Assignor to [the][any] Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as [the][an] "Assigned Interest"). Each such sale and assignment is without recourse to [the][any] Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by [the][any] Assignor.

5. Assignor[s]: _____

1 For bracketed language here and elsewhere in this form relating to the Assignor(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.

2 For bracketed language here and elsewhere in this form relating to the Assignee(s), if the assignment is to a single Assignee, choose the first bracketed language. If the assignment is to multiple Assignees, choose the second bracketed language.

3 Select as appropriate.

4 Include bracketed language if there are either multiple Assignors or multiple Assignees.

Assignor [is][is not] a Defaulting Lender

6. Assignee[s]: _____

_____

[for each Assignee, indicate [Affiliate][Approved Fund] of [*identify Lender*]]

7. Borrower: Parker Drilling Company, a Delaware corporation

8. Administrative Agent: UMB Bank, N.A., as the administrative agent under the Credit Agreement

9. Credit Agreement: Second Lien Term Loan Credit Agreement, dated as of March 26, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time), among the Borrower, the Lenders from time to time party thereto and the Administrative Agent

10. Assigned Interest:

Assignor[s][5]	Assignee[s][6]	Aggregate Amount of Commitment/Loans for all Lenders[7]	Amount of Commitment/ Loans Assigned	Percentage Assigned of Commitment/ Loans[8]	CUSIP Number

11. [Trade Date: _____]9

5 List each Assignor, as appropriate.
6 List each Assignee and, if applicable, its market entity identifier, as appropriate.
7 Amounts in this column and in the column immediately to the right to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.
8 Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.
9 To be completed if the Assignor(s) and the Assignee(s) intend that the minimum assignment amount is to be determined as of the Trade Date.

Effective Date: , 20 [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR
[NAME OF ASSIGNOR]

By: _____
Title:

ASSIGNEE
[NAME OF ASSIGNEE]

By: _____
Title:

Receipt acknowledged:

UMB Bank, N.A., as
Administrative Agent

By: _____
Title:

[Consented to:

Parker Drilling Company,
a Delaware corporation

By: _____
Title:][10]

10 To be added only if the consent of the Borrower is required by the terms of the Credit Agreement.

STANDARD TERMS AND CONDITIONS FOR

ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1. Assignor. [The][Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the][[the relevant] Assigned Interest, (ii) [the][such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (iv) it is [not] a Defaulting Lender; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. [The][Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements to be an assignee under Section 10.06(b)(iii), (v), and (vi) of the Credit Agreement (subject to such consents, if any, as may be required under Section 10.06(b)(iii) of the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of [the][the relevant] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by [the][such] Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire [the][such] Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 6.01 thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, (vi) it has, independently and without reliance upon the Administrative Agent, any other Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, and (vii) if it is a Foreign Lender, attached hereto is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by [the][such] Assignee; and (b) agrees that (i) it will, independently and without reliance upon the Administrative Agent, [the][any] Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignee for amounts which have accrued both prior to and from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York without giving effect to conflicts of law principles thereof.

FORM OF SOLVENCY CERTIFICATE

[•], 2019

This Solvency Certificate is furnished pursuant to Section 4.01(a)(xvii) of that certain Second Lien Term Loan Credit Agreement, dated as of March 26, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Parker Drilling Company, a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto and UMB Bank, N.A., as Administrative Agent. Unless the context clearly requires otherwise, all capitalized terms defined in the Credit Agreement are used herein with the same meanings.

I, the undersigned, being the [Chief Financial Officer] of the Borrower, **DO HEREBY CERTIFY** to the Administrative Agent and the Lenders solely in my official capacity (and not in any individual capacity) that, as of the Closing Date:

1. The undersigned is familiar with the business and financial position of the Borrower and the other Loan Parties, and in reaching the conclusions set forth in this Solvency Certificate, the undersigned has made such other investigations and inquiries as the undersigned has deemed appropriate; and

2. The Loan Parties, immediately after giving effect to the incurrence of all Indebtedness and obligations being incurred on the Closing Date and to the transactions contemplated by the Plan of Reorganization, on a consolidated basis, are Solvent.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

By: _____
Title: _____

FORM OF SPECIFIED PERMITTED REORGANIZATION

[See attached]

FORM OF LUX RECEIVABLES PLEDGE AGREEMENT

[See attached]

Exhibit 10.3

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (including all exhibits hereto and as may be amended, supplemented or amended and restated from time to time in accordance with the terms hereof, this "***Agreement***") is made and entered into as of March 26, 2019 by and among Parker Drilling Company, a Delaware corporation (the "***Company***"), and the other parties signatory hereto and any additional parties identified on the signature pages of any joinder agreement executed and delivered pursuant hereto.

WHEREAS, on December 12, 2018, Parker Drilling Company and certain of its subsidiaries (collectively, the "***Debtors***") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "***Bankruptcy Court***");

WHEREAS, the Chapter 11 Plan of Reorganization of the Debtors, CaseNo. 18-36958 (including all exhibits, schedules and supplements thereto and as amended from time to time, the "***Plan***") was confirmed by the Bankruptcy Court on March 7, 2019;

WHEREAS, the Plan provides that the Company will enter into a registration rights agreement with certain recipients of the shares of Common Stock and Warrant Shares (each as defined below); and

WHEREAS, the Company and the Holders (as defined below) are entering into this Agreement in furtherance of the aforesaid provisions of the Plan.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and each of the Holders agree as follows:

1. Definitions. Capitalized terms used and not otherwise defined herein that are defined in the Plan have the meanings given such terms in the Plan. As used in this Agreement, the following terms shall have the following meanings:

"***Affiliate***" means, with respect to any Person, any other Person which directly or indirectly controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") as used in this definition means the possession, directly or indirectly (including through one or more intermediaries), of the power or authority to direct or cause the direction of management, whether through the ownership of voting securities, by contract or otherwise.

"***Agreement***" has the meaning set forth in the Preamble.

"***Automatic Shelf Registration Statement***" means an "automatic shelf registration statement" as defined in Rule 405 promulgated under the Securities Act, as such definition may be amended from time to time.

"***Bankruptcy Court***" has the meaning set forth in the Preamble.

"***beneficially own***" (and related terms such as "beneficial ownership" and "beneficial owner") shall have the meaning given to such term in Rule 13d-3 under the Exchange Act, and any Person's beneficial ownership of securities shall be calculated in accordance with the provisions of such Rule.

"***Board***" means the Board of Directors of the Company or any authorized committee thereof.

"***Bought Deal***" has the meaning set forth in Section 8(a).

"***Business Day***" means any day, other than a Saturday or Sunday or a day on which the commercial banks in New York City are authorized or required by law to be closed.

"***Commission***" means the Securities and Exchange Commission.

"***Common Stock***" means the common stock of the Company, par value $0.01 per share, and any securities into which such shares of common stock may hereinafter be reclassified.

"***Company***" has the meaning set forth in the Preamble and includes the Company's successors by merger, acquisition, reorganization or otherwise.

"***Counsel to the Holders***" means (i) with respect to any Demand Registration, the counsel selected by the Holders of a majority of the Registrable Securities initially requesting such Demand Registration and (ii) with respect to any Underwritten Offering or Piggyback Offering, the counsel selected by the Majority Holders.

"***Debtors***" has the meaning set forth in the Preamble.

"***Demand Registration***" has the meaning set forth in Section 5(a).

"***Demand Registration Request***" has the meaning set forth in Section 5(a).

"***Effective Date***" means the date that a Registration Statement filed pursuant to this Agreement is first declared effective by the Commission.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"***FINRA***" has the meaning set forth in Section 10.

"***Form S-1***" means Form S-1 under the Securities Act, or any other form hereafter adopted by the Commission for the general registration of securities under the Securities Act.

"***Form S-3***" means Form S-3 under the Securities Act, or any other form hereafter adopted by the Commission having substantially the same usage as Form S-3.

"***Form S-4***" means Form S-4 under the Securities Act, or any other form hereafter adopted by the Commission having substantially the same usage as Form S-4.

"***Form S-8***" means Form S-8 under the Securities Act, or any other form hereafter adopted by the Commission having substantially the same usage as Form S-8.

"***Grace Period***" has the meaning set forth in Section 7(a)(ii).

"***Holder***" or "***Holders***" means the parties signatory to this Agreement, other than the Company, and any additional parties identified on the signature pages of any joinder agreement executed and delivered pursuant to this Agreement. A Person shall cease to be a Holder hereunder at such time as it ceases to hold any Registrable Securities.

"***Indemnified Party***" has the meaning set forth in Section 12(c).

"***Indemnifying Party***" has the meaning set forth in Section 12(c).

"***Initial Shelf Expiration Date***" has the meaning set forth in Section 2(f).

"***Initial Shelf Registration Statement***" has the meaning set forth in Section 2(a).

"***Lockup Period***" has the meaning set forth in Section 11(a).

"***Losses***" has the meaning set forth in Section 12(a).

"***Majority Holders***" means, with respect to any Underwritten Offering, the Holders of a majority of the Registrable Securities to be included in such Underwritten Offering held by all Holders that have made the request requiring the Company to conduct such Underwritten Offering (but not including any Holders that have exercised "piggyback" rights hereunder to be included in such Underwritten Offering).

"***Opt-Out Notice***" has the meaning set forth in Section 8(e).

"***Person***" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"***Piggyback Notice***" has the meaning set forth in Section 8(a).

"***Piggyback Offering***" has the meaning set forth in Section 8(a).

"***Plan***" has the meaning set forth in the Preamble.

"***Plan Effective Date***" shall mean the date on which the Plan becomes effective.

"***Proceeding***" means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"***Prospectus***" means the prospectus included in a Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by a Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

"***Registrable Securities***" means, collectively, (a) as of the Plan Effective Date, all shares of Common Stock issued to any Holder or to any Affiliate or Related Fund of any Holder, either directly or pursuant to a joinder or assignment, and any additional shares of Common Stock acquired by any Holder or any Affiliate or Related Fund of any Holder in open market or other purchases and issued or issuable to any Holder or any Affiliate or Related Fund of any Holder upon the conversion, exchange or exercise of options, warrants (including the Warrant Shares and any other securities issued or issuable with respect to or in exchange for the Warrant Shares) and other securities convertible, exchangeable or exercisable (at any time or upon the occurrence of any event or contingency without regard to any vesting or other conditions to which such securities may be subject) for Common Stock, after the Plan Effective Date and (b) any additional shares of Common Stock paid, issued or distributed in respect of any such shares described under clause (a) by way of a stock dividend, stock split or distribution, or in connection with a combination of shares, and any security into which such Common Stock shall have been converted or exchanged in connection with a recapitalization, reorganization, reclassification, merger, consolidation, exchange, distribution or otherwise; *provided*, *however*, that as to any Registrable Securities, such securities shall cease to constitute Registrable Securities upon the earliest to occur of: (i) the date on which such securities are sold or disposed of pursuant to an effective Registration Statement; (ii) the date on which such securities are disposed of pursuant to Rule 144 under circumstances in which all of the applicable conditions of Rule 144 (then in effect) are met; (iii) the date on which such Registrable Securities cease to be outstanding; and (iv) the date on which such securities cease to be held by a Holder holding 2% or more of the then outstanding Common Stock.

"***Registration Statement***" means any one or more registration statements of the Company filed under the Securities Act that covers the resale of any of the Registrable Securities pursuant to the provisions of this Agreement (including without limitation any Shelf Registration Statement), amendments and supplements to such Registration Statements, including post-effective amendments, all exhibits and all material incorporated by reference or deemed to be incorporated by reference in such Registration Statements.

"***Related Fund***" means, with respect to any Person, any fund, account or investment vehicle that is controlled, advised,sub-advised, managed or co-managed by such Person, by any Affiliate of such Person, or, if applicable, such Person's investment manager.

"***Rule 144***" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"***Rule 158***" means Rule 158 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"***Rule 415***" means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"***Rule 424***" means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"***Securities Act***" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"***Selling Stockholder Questionnaire***" means a questionnaire reasonably adopted by the Company from time to time.

"***Shelf Registration Statement***" means a Registration Statement filed with the Commission in accordance with the Securities Act for the offer and sale of Registrable Securities by Holders on a continuous or delayed basis pursuant to Rule 415.

"***Trading Market***" means whichever of the New York Stock Exchange, Nasdaq, OTC Bulletin Board, or OTC Markets Group marketplace (including, for the avoidance of doubt, OTCQX Premier, OTCQX and the OTCQB) on which the Common Stock is listed or quoted for trading on the date in question.

"***Transfer***" has the meaning set forth in Section 15.

"***Underwritten Offering***" means an offering of Registrable Securities under a Registration Statement in which the Registrable Securities are sold to an underwriter for reoffering to the public.

"***Underwritten Takedown***" has the meaning set forth in Section 2(h).

"*Warrant Shares*" means collectively the shares of Common Stock issuable upon exercise of the Warrants in accordance with their terms, as such number may be adjusted pursuant to the provisions thereof, and any other Securities to which a Holder may become entitled pursuant to the terms of the Warrants.

"*Warrants*" means those certain warrants issued as of the Plan Effective Date under that certain warrant agreement, dated as of the date hereof, by and between the Company and Equiniti Trust Company, as warrant agent.

2. Initial Shelf Registration.

(a) The Company shall prepare a Shelf Registration Statement (as may be amended from time to time, the "***Initial Shelf Registration Statement***"), and shall include in the Initial Shelf Registration Statement the Registrable Securities of each Holder who shall have requested inclusion therein of some or all of their Registrable Securities by checking the appropriate box on the signature page of such Holder hereto or by written notice to the Company no later than five (5) days after the Plan Effective Date, *provided* that at the time of delivery of such written notice the Holder delivers a completed Selling Stockholder Questionnaire. The Company shall (i) file the

Initial Shelf Registration Statement as soon as reasonably practicable after the Plan Effective Date (but in no event later than fifteen (15) days after the Plan Effective Date unless (x) extended by the Board for a period of no more than an additional fifteen (15) days or (y) further extended beyond the period in clause (x) upon the consent of the Holders beneficially owning a majority of the Registrable Securities) and (ii) use its reasonable best efforts to have the Initial Shelf Registration Statement declared effective by the Commission as soon as reasonably practicable after the Company files the Initial Shelf Registration Statement (but in no event later than thirty (30) days after it shall have filed such Initial Shelf Registration Statement, unless it is not practicable to do so due to circumstances directly relating to outstanding comments of the Commission relating to such Shelf Registration Statement; provided that the Company is using its reasonable best efforts to address any such comments as promptly as possible).

(b) The Company shall include in the Initial Shelf Registration Statement all Registrable Securities whose inclusion has been timely requested as aforesaid; *provided*, *however*, that the Company shall not be required to include an amount of Registrable Securities in excess of the amount as may be permitted to be included in such Registration Statement under the rules and regulations of the Commission and the applicable interpretations thereof by the Staff of the Commission (with any Registrable Securities not permitted to be included in the Initial Shelf Registration Statement pursuant to this Section 2(b) to be allocated among the Holders on a pro rata basis, unless the Commission otherwise requires or the Holders otherwise agree).

(c) Subject to Section 2(b), upon the request of any Holder (i) whose Registrable Securities are not included in the Initial Shelf Registration Statement at the time of such request or (ii) whose Registrable Securities included in the Initial Shelf Registration Statement constitute less than all of the Registrable Securities held by such Holder at the time of such request, the Company shall amend the Initial Shelf Registration Statement to include the Registrable Securities of such Holder; *provided*, *however*, that the Company shall not be required to amend the Initial Shelf Registration Statement more than once every one hundred and twenty (120) days.

(d) Within five (5) days after receiving a request pursuant to Section 2(b), the Company shall give written notice of such request to all other Holders of Registrable Securities and shall include in such amendment all such Registrable Securities with respect to which the Company has received written requests for inclusion therein within ten (10) days after the Company's giving of such notice, *provided*, that such Registrable Securities are not already covered by an existing and effective Registration Statement that may be utilized for the offer and sale of the Registrable Securities requested to be registered in the manner so requested.

(e) The Initial Shelf Registration Statement shall be on Form S-1;*provided*, *however*, that, upon the Company becoming eligible to register the Registrable Securities for resale by the Holders on Form S-3 (including without limitation a Form S-3 filed as an Automatic Shelf Registration Statement), the Company shall use commercially reasonable efforts to amend the Initial Shelf Registration Statement to a Shelf Registration Statement on Form S-3 or file a Shelf Registration Statement on Form S-3 in substitution of the Initial Shelf Registration Statement as initially filed as soon as reasonably practicable thereafter.

(f) The Company shall use reasonable best efforts to keep the Initial Shelf Registration Statement continuously effective, and not subject to any stop order, injunction or other similar order or requirement of the Commission, until the earlier of (i) the date the Company (A) is eligible to register the Registrable Securities for resale by Holders on Form S-3 and (B) has filed such Registration Statement with the Commission and which is effective and (ii) the date that all Registrable Securities covered by the Initial Shelf Registration Statement shall cease to be Registrable Securities (such earlier date, the "***Initial Shelf Expiration Date***").

(g) If the Initial Shelf Registration Statement is on Form S-1, then for so long as any Registrable Securities covered by the Initial Shelf Registration Statement remain unsold, the Company will file any supplements to the Prospectus or post-effective amendments required to be filed by applicable law in order to incorporate into such Prospectus any Current Reports on Form 8-K necessary or required to be filed by applicable law, any Quarterly Reports on Form 10-Q or any Annual Reports on Form 10-K filed by the Company with the Commission, or any other information necessary so that (i) the Initial Shelf Registration Statement shall not include any untrue statement of material fact or omit to state any material fact necessary in order to make the statements therein not misleading, and (ii) the Company complies with its obligations under Item 512(a)(1) of Regulation S-K; *provided*, *however*, that these obligations remain subject to the Company's rights under Section 7 of this Agreement.

(h) Upon the demand of one or more Holders, the Company shall facilitate a "takedown" of Registrable Securities in the form of an Underwritten Offering (each, an *"**Underwritten Takedown**"*), in the manner and subject to the conditions described in Section 6 of this Agreement, *provided*, that the number of shares of Common Stock included in such Underwritten Takedown shall equal at least five percent (5%) of all outstanding shares of Common Stock at such time.

3. Subsequent Shelf Registration Statements.

(a) After the Effective Date of the Initial Shelf Registration Statement and for so long as any Registrable Securities remain outstanding, the Company shall use its best efforts to (A) become eligible and/or to maintain its eligibility to register the Registrable Securities on Form S-3 and (B) meet the requirements of General Instruction VII of Form S-1.

(b) After the Initial Shelf Expiration Date and for so long as any Registrable Securities remain outstanding, if there is not an effective Registration Statement which includes the Registrable Securities that are currently outstanding, the Company shall (i) if the Company is eligible to register the Registrable Securities on Form S-3, promptly file a Shelf Registration Statement on Form S-3 and use its reasonable best efforts to cause such Registration Statement to be declared effective as promptly as practicable or (ii) if the Company is not eligible at such time to register the Registrable Securities on Form S-3, promptly file a Shelf Registration Statement on Form S-1 and use its reasonable best efforts to cause such Registration Statement to be declared effective as promptly as practicable and for so long as any Registrable Securities covered by such Shelf Registration Statement on Form S-1 remain unsold, the Company will file any supplements to the Prospectus or post-effective amendments required to be filed by applicable law in order to incorporate into such Prospectus any Current Reports on Form 8-K necessary or required to be filed by applicable law, any Quarterly Reports on Form 10-Q or any Annual Reports on Form 10-K filed by the Company with the Commission, or any other information necessary so that (x) such Shelf Registration Statement shall not include any untrue statement of material fact or omit to state any material fact necessary in order to make the statements therein not misleading, and (y) the Company complies with its obligations under Item 512(a)(1) of Regulation S-K; *provided*, *however*, that these obligations remain subject to the Company's rights under Section 7 of this Agreement.

4. Quotation.

(a) The Company shall use its reasonable best efforts to cause all Common Stock to be listed on the New York Stock Exchange or Nasdaq as soon as possible after the Plan Effective Date; if, despite the Company's reasonable best efforts to satisfy the preceding clause, the Company is unsuccessful in obtaining a listing on the New York Stock Exchange or Nasdaq as of the Plan Effective Date, the Company shall use its reasonable best efforts to be listed on OTCQX Premier; and if, despite the Company's reasonable best efforts, the Company is unsuccessful in obtaining a listing of the Common Stock on the OTCQX Premier, the Company shall use its reasonable best efforts for the Common Stock to be listed on OTCQX; and if, despite the Company's reasonable best efforts, the Company is unsuccessful in satisfying the preceding listing requirements, the Company shall use its reasonable best efforts to have the Common Stock listed on OTCQB, and, in each case, shall thereafter use its reasonable best efforts to maintain such quotation or listing.

5. Demand Registration.

(a) At any time and from time to time beginning on the date the Company is eligible to use Form S-3 for the offer and sale of the Registrable Securities, any Holder or group of Holders (together with any of their respective Affiliates or Related Funds) that hold, in the aggregate, at least five percent (5%) of the outstanding Common Stock at such time, may request in writing ("***Demand Registration Request***") that the Company effect the registration of all or part of such Holder's or Holders' Registrable Securities with the Commission under and in accordance with the provisions of the Securities Act (each, a "***Demand Registration***"). The Company will file a Registration Statement covering such Holder's or Holders' Registrable Securities requested to be registered, and shall use its reasonable best efforts to cause such Registration Statement to be declared effective, as promptly as practicable after receipt of such request; *provided*, *however*, that the Company will not be required to file a Registration Statement pursuant to this Section 5(a):

(i) unless the Registrable Securities requested to be sold by the Holders pursuant to such Registration Statement have an anticipated aggregate gross offering price (before deducing underwriting discounts and commissions) of at least $25 million;

(ii) if the Registrable Securities requested to be registered are already covered by an existing and effective Registration Statement and such Registration Statement may be utilized for the offer and sale of the Registrable Securities requested to be registered; or

(iii) if the number of Demand Registration Requests previously made pursuant to this Section 5(a) shall equal or exceed three (3) in any twelve (12)-month period; *provided*, *however*, that a Demand Registration Request shall not be considered made for purposes of this clause (iii) unless the requested Registration Statement has been declared effective by the Commission for more than seventy-five percent (75%) of the full amount of Registrable Securities for which registration has been requested.

(b) A Demand Registration Request shall specify (i) the then-current name and address of such Holder or Holders, (ii) the aggregate number of Registrable Securities requested to be registered, (iii) the total number of Registrable Securities then beneficially owned by such Holder or Holders, and (iv) the intended means of distribution.

(c) The Company may satisfy its obligations under Section 5(a) hereof by amending (to the extent permitted by applicable law) any registration statement previously filed by the Company under the Securities Act, so that such amended registration statement will permit the disposition (in accordance with the intended methods of disposition specified as aforesaid) of all of the Registrable Securities for which a Demand Registration Request has been properly made under Section 5(b) hereof. If the Company so amends a previously filed registration statement, it will be deemed to have effected a registration for purposes of Section 5(a) hereof.

(d) The Company will use its reasonable best efforts to keep a Registration Statement that has become effective as contemplated by this Section 5 continuously effective, and not subject to any stop order, injunction or other similar order or requirement of the Commission:

(i) in the case of a Registration Statement other than a Shelf Registration Statement on Form S-3, until all Registrable Securities registered thereunder have been sold pursuant to such Registration Statement; and

(ii) in the case of a Shelf Registration Statement on Form S-3, until the earlier of: (x) three (3) years following the Effective Date of such Shelf Registration Statement on Form S-3; and (y) the date that all Registrable Securities covered by such Shelf Registration Statement on Form S-3 shall cease to be Registrable Securities.

(e) The Holder or Holders making a Demand Registration Request may, at any time prior to the Effective Date of the Registration Statement relating to such registration, revoke their request for the Company to effect the registration of all or part of such Holder's or Holders' Registrable Securities by providing a written notice to the Company. If, pursuant to the preceding sentence, the entire Demand Registration Request is revoked, then, at the option of the Holder or Holders who revoke such request, either (i) such Holder or Holders shall reimburse the Company for all of its reasonable and documented out-of-pocket expenses incurred in the preparation, filing and processing of the Registration Statement, which out-of-pocket expenses, for the avoidance of doubt, shall not include overhead expenses and which requested registration shall not count as one of the permitted Demand Registration Requests hereunder or (ii) the requested registration that has been revoked will be deemed to have been effected for purposes of Section 5(a).

(f) If a Registration Statement filed pursuant to this Section 5 is a Shelf Registration Statement, then upon the demand of one or more Holders, the Company shall facilitate a "takedown" of Registrable Securities in the form of an Underwritten Offering, in the manner and subject to the conditions described in Section 6 of this Agreement, *provided*, that the number of shares of Common Stock included in such underwritten "takedown" shall equal at least five percent (5%) of all outstanding shares of Common Stock at such time.

6. Procedures for Underwritten Offerings. The following procedures shall govern Underwritten Offerings pursuant to Section 2(h) or Section 5(f), whether in the case of an Underwritten Takedown or otherwise.

(a) The Majority Holders shall specify one or more investment banking firm(s) of national standing reasonably acceptable to the Company (which approval shall not be unreasonably conditioned, withheld or delayed) to be the managing underwriter or underwriters for any Underwritten Offering pursuant to a Demand Registration Request or an Underwritten Takedown.

(b) All Holders proposing to distribute their Registrable Securities through an Underwritten Offering, as a condition for inclusion of their Registrable Securities therein, shall agree to enter into an underwriting agreement with the underwriters; *provided*, *however*, that the underwriting agreement is in customary form and reasonably acceptable to the Majority Holders and *provided*, *further,* that no Holder of Registrable Securities included in any Underwritten Offering shall be required to make any representations or warranties to the Company or the underwriters (other than representations and warranties regarding (i) such Holder's ownership of its Registrable Securities to be sold or transferred, (ii) such Holder's power and authority to effect such transfer and (iii) such matters pertaining to compliance with securities laws as may be reasonably requested).

(c) Notwithstanding Section 8(b), if the managing underwriter or underwriters for an Underwritten Offering pursuant to a Demand Registration or an Underwritten Takedown advises the Holders that the total amount of Registrable Securities proposed to be included in such offering is such as to materially adversely affect the price, timing or distribution of the securities being offered pursuant to such Underwritten Offering, the number of Registrable Securities to be registered on such Registration Statement will be reduced as follows: *first*, the Company shall reduce or eliminate any securities of the Company to be included by the Company; and *second*, the Company shall reduce the number of Registrable Securities to be included by Holders on a pro rata basis based on the total amount of Registrable Securities owned by the Holders requesting their Registrable Securities be included in the Underwritten Offering.

(d) The Company will not be required to undertake an Underwritten Offering pursuant to Section 2(h) or Section 5(f) if the number of Underwritten Offerings previously made pursuant to Section 2(h) or Section 5(f) in the immediately preceding twelve (12)-month period shall exceed three (3); *provided*, *however*, that an Underwritten Offering shall not be considered made for purposes of this Section 6(d) unless the offering has resulted in the disposition by the Holders of at least seventy-five percent (75%) of the amount and type of Registrable Securities requested to be sold.

7. Grace Periods.

(a) Other than with respect to the filing of the Initial Shelf Registration Statement under Section 2(a),

(i) the Company shall be entitled to postpone the filing or effectiveness of, or, at any time after a Registration Statement has been declared effective by the Commission suspend the use of, a Registration Statement (including the Prospectus included therein) if in the good faith judgment of the Board, such registration, offering or use would reasonably be expected to materially affect in an adverse manner or materially interfere with any bona fide material financing of the Company or any material transaction under consideration by the Company or would require the disclosure of information that has not been, and is not otherwise required to be, disclosed to the public and the premature disclosure of which would materially affect the Company in an adverse manner; *provided*, *however*, that in the event such Registration Statement relates to a Demand Registration Request or an Underwritten Offering pursuant to Section 2(h) or Section 5(f), then the Holders initiating such Demand Registration Request or such Underwritten Offering shall be entitled to withdraw the Demand Registration Request or request for the Underwritten Offering and, if such request is withdrawn, it shall not count against the limits imposed pursuant to Section 5(a)(iii) or Section 6(d) and the Company shall pay all registration expenses in connection with such registration; and

(ii) at any time after a Registration Statement has been declared effective by the Commission and there is no duty to disclose under applicable law, the Company may delay the disclosure of material non-public information concerning the Company if the disclosure of such information at the time would, in the good faith judgment of the Board, adversely affect the Company (the period of a postponement or suspension as described in clause (i) and/or a delay described in this clause (ii), a "***Grace Period***").

(b) The Company shall promptly (i) notify the Holders in writing of the existence of the event or material non-public information giving rise to a Grace Period (*provided*, that the Company shall not disclose the content of such material non-public information to any Holder, without the express consent of such Holder) or the need to file a post-effective amendment, as applicable, and the date on which such Grace Period will begin, (ii) use reasonable best efforts to terminate a Grace Period as promptly as practicable and (iii) notify the Holders in writing of the date on which the Grace Period ends.

(c) The duration of any one Grace Period shall not exceed sixty (60) days, the aggregate of all Grace Periods in total during any three hundred sixty-five (365) day period shall not exceed ninety (90) days, and the maximum number of Grace Periods that may be declared by the Company in any fiscal year shall not exceed three (3). For purposes of determining the length of a Grace Period, the Grace Period shall be deemed to begin on and include the date the Holders receive the notice referred to in clause (i) of Section 7(b) and shall end on and include the later of the date the Holders receive the notice referred to in clause (iii) of Section 7(b) and the date referred to in such notice. In the event the Company declares a Grace Period, the period during which the Company is required to maintain the effectiveness of an Initial Shelf Registration Statement or a Registration Statement filed pursuant to a Demand Registration Request shall be extended by the number of days during which such Grace Period is in effect.

8. Piggyback Registration.

(a) If at any time, and from time to time, the Company proposes (whether for its own account or for the account of any other Person) to—

(i) file a registration statement under the Securities Act (including with respect to a Demand Registration Request or an Underwritten Offering of Common Stock of the Company or any securities convertible or exercisable into Common Stock of the Company) (other than with respect to a registration statement (x) required by Section 2 or Section 3, (y) on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to an employee stock plan or other employee benefit arrangement), (z) on Form S-4 that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto or (z) on another form not available for registering the Registrable Securities for sale to the public); or

(ii) conduct an Underwritten Offering constituting a "takedown" of a class of Common Stock or any securities convertible or exercisable into Common Stock registered under a Shelf Registration Statement previously filed by the Company;

the Company shall give written notice (the "***Piggyback Notice***") of such proposed filing or Underwritten Offering to each Holder (together with any of their respective Affiliates or Related Funds) that hold, in the aggregate, at least five percent (5%) of the outstanding Common Stock at least ten (10) Business Days before the anticipated filing date; *provided*, that in the case of a "bought deal," "registered direct offering" or "overnight transaction" (a "***Bought Deal***"), such Piggyback Notice shall be given not less than two (2) Business Days prior to the expected date of commencement of the public announcement of the transaction; *provided further, however,* that within three (3) days after receiving a request for an Underwritten Offering constituting a "takedown" from a Shelf Registration Statement, the Company shall provide the Piggyback Notice and subject to the provisions of Section 8(b) hereof, include in such Underwritten Offering all such Registrable Securities that are the subject of such "takedown" with respect to which the Company has received written requests for inclusion therein within five (5) days after the Company's giving of such notice. Such notice shall include the number and class of securities proposed to be registered or offered, the proposed date of filing of such registration statement or the conduct of such offering, any proposed means of distribution of such securities, any proposed managing underwriter of such securities and a good faith estimate by the Company of the proposed maximum offering price of such securities as such price is proposed to appear on the front cover page of such prospectus or registration statement, and shall offer such Holders the opportunity to register or offer such amount of Registrable Securities as each Holder may request on the same terms and conditions as the registration or offering of the Company's securities and/or the other Holders of of Company securities, as the case may be (a "***Piggyback Offering***"). Subject to Section 8(b), the Company will include in each Piggyback Offering for an Underwritten Offering all Registrable Securities for which the Company has received written requests for inclusion within seven (7) Business Days after the date the Piggyback Notice is given (*provided*, that in the case of a Bought Deal, such written requests for inclusion must be received within one (1) Business Day after the date the Piggyback Notice is given).

(b) The Company will cause the managing underwriter or underwriters of the proposed offering to permit the Holders that have requested Registrable Securities to be included in the Piggyback Offering to include all such Registrable Securities on the same terms and conditions (*provided*, that no Holder shall be required to make any representations or warranties except as provided in Section 6(b)) as any similar securities, if any, of the Company. Notwithstanding the foregoing, if the managing underwriter or underwriters of an Underwritten

Offering advises the Company and the selling Holders in writing that, in its view, the total amount of securities that the Company and such Holders propose to include in such offering is such as to materially adversely affect the price, timing or distribution of the securities being offered pursuant to an Underwritten Offering, then the Company will include in such Piggyback Offering: (i) *first*, all securities to be offered by the Company only if the Company has initiated the offering, (ii) *second*, up to the full amount of securities requested to be included in such Piggyback Offering by the Holders and (iii) *third*, up to the full amount of securities requested to be included in such Piggyback Offering by any other holders, if any, entitled to participate in such Offering, such that, in each case, the total amount of securities to be included in such Piggyback Offering is the full amount that, in the view of such managing underwriter, can be sold without materially adversely affecting the price, timing or distribution of the securities being offered in an Underwritten Offering, *provided*, that, if in the view of such managing underwriter, the full amount of the securities requested to be included in such Piggyback Offering pursuant to clause (ii) alone could materially adversely affect the price, timing or distribution of the securities being offered in such Piggyback Offering, then the number of Registrable Securities included in such Piggyback Offering shall be on a pro rata basis based on the total amount of Registrable Securities owned by the Holders requesting their Registrable Securities be included in such Piggyback Offering.

(c) If the Company has initiated such Piggyback Offering and at any time after giving the Piggyback Notice and prior to the time sales of securities are confirmed pursuant to the Piggyback Offering, the Company determines for any reason not to register or delay the registration of the Piggyback Offering, the Company may, at its election, give notice of its determination to all Holders, and in the case of such a determination, will be relieved of its obligation to register any Registrable Securities in connection with the abandoned or delayed Piggyback Offering, without prejudice.

(d) Any Holder of Registrable Securities requesting to be included in a Piggyback Offering may withdraw its request for inclusion by giving written notice to the Company, at least three (3) Business Days prior to the anticipated Effective Date of the Registration Statement filed in connection with such Piggyback Offering (in the case that the Registration Statement requires acceleration of effectiveness), or in all other cases, one (1) Business Day prior to the anticipated date of the filing by the Company under Rule 424 of a supplemental prospectus (which shall be the preliminary supplemental prospectus, if one is used in the "takedown") with respect to such offering, of its intention to withdraw from that Piggyback Offering; *provided*, *however*, that (i) the Holder's request be made in writing and (ii) the withdrawal will be irrevocable and, after making the withdrawal, a Holder will no longer have any right to include its Registrable Securities in that Piggyback Offering.

(e) Notwithstanding the foregoing, any Holder may deliver written notice (an "***Opt-Out Notice***") to the Company at any time requesting that such Holder not receive notice from the Company of any proposed registration or offering; *provided*, *however*, that such Holder may later revoke any such Opt-Out Notice in writing.

9. Registration Procedures. If and when the Company is required to effect any registration under the Securities Act as provided in this Agreement, the Company shall use its reasonable best efforts to:

(a) prepare and file with the Commission the requisite Registration Statement to effect such registration and thereafter use its reasonable best efforts to cause such Registration Statement to be declared or become effective as soon as reasonably practicable and in any event within the time periods set forth within this Agreement, and remain effective, subject to the limitations contained herein;

(b) prepare and file with the Commission such amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and to comply with the provisions of the Securities Act and the Exchange Act with respect to the disposition of all Registrable Securities covered by such Registration Statement until such time as all of such Registrable Securities have been disposed of in accordance with the method of disposition set forth in such Registration Statement, subject to the limitations contained herein;

(c) (i) before filing a Registration Statement or Prospectus or any amendments or supplements thereto, at the Company's expense, furnish to the Holders whose securities are covered by the Registration Statement copies of all such documents, other than documents that are incorporated by reference into such Registration Statement or Prospectus, proposed to be filed and such other documents reasonably requested by such Holders (which may be furnished by email), and afford Counsel to the Holders a reasonable opportunity to review and comment on such documents; and (ii) in connection with the preparation and filing of each such Registration Statement pursuant to this Agreement, (A) upon reasonable advance notice to the Company, give each of the foregoing such reasonable access to all financial and other records, corporate documents and properties of the Company as shall be necessary, in the reasonable opinion of Counsel to the Holders and such underwriters, to conduct a reasonable due diligence investigation for purposes of the Securities Act and Exchange Act, and (B) upon reasonable advance notice to the Company and during normal business hours, provide such reasonable opportunities to discuss the business of the Company with its officers, directors, employees and the independent public accountants who have certified its financial statements as shall be necessary, in the reasonable opinion of Counsel to the Holders and such underwriters, to conduct a reasonable due diligence investigation for purposes of the Securities Act and the Exchange Act;

(d) notify each selling Holder of Registrable Securities, promptly after the Company receives notice thereof, of the time when such Registration Statement has been declared effective or a supplement to any Prospectus forming a part of such Registration Statement has been filed;

(e) with respect to any offering of Registrable Securities, furnish to each selling Holder of Registrable Securities, and the managing underwriters for such Underwritten Offering, if any, without charge, such number of copies of the applicable Registration Statement, each amendment and supplement thereto, the Prospectus included in such Registration Statement (including each preliminary Prospectus, final Prospectus, and any other Prospectus (including any Prospectus filed under Rule 424, Rule 430A or Rule 430B promulgated under the Securities Act and any "issuer free writing prospectus" as such term is defined under Rule 433 promulgated under the Securities Act)), all exhibits and other

documents filed therewith and such other documents as such seller or such managing underwriters may reasonably request including in order to facilitate the disposition of the Registrable Securities owned by such seller, and upon request, a copy of any and all transmittal letters or other correspondence to or received from, the Commission or any other governmental authority relating to such offer;

(f) (i) register or qualify all Registrable Securities covered by such Registration Statement under such other securities or blue sky laws of such states or other jurisdictions of the United States of America as the Holders covered by such Registration Statement shall reasonably request in writing, (ii) keep such registration or qualification in effect for so long as such Registration Statement remains in effect and (iii) take any other action that may be necessary or reasonably advisable to enable such Holders to consummate the disposition in such jurisdictions of the securities to be sold by such Holders, except that the Company shall not for any such purpose be required to qualify generally to do business as a foreign corporation in any jurisdiction wherein it would not but for the requirements of this subsection (f) be obligated to be so qualified, to subject itself to taxation in such jurisdiction or to consent to general service of process in any such jurisdiction;

(g) cause all Registrable Securities included in such Registration Statement to be registered with or approved by such other federal or state governmental agencies or authorities as necessary upon the opinion of counsel to the Company or Counsel to the Holders to enable such Holder or Holders thereof to consummate the disposition of such Registrable Securities in accordance with their intended method of distribution thereof;

(h) with respect to any Underwritten Offering, obtain and, if obtained, furnish to each Holder that is named as an underwriter in such Underwritten Offering and each other underwriter thereof, a signed

(i) opinion of outside counsel for the Company (including a customary 10b-5 statement), dated the date of the closing under the underwriting agreement and addressed to the underwriters, reasonably satisfactory (based on the customary form and substance of opinions of issuers' counsel customarily given in such an offering) in form and substance to such underwriters, if any, and

(ii) "comfort" letter, dated the date of the Underwriting Agreement and another dated the date of the closing under the underwriting agreement and addressed to the underwriters and signed by the independent public accountants who have certified the Company's financial statements included or incorporated by reference in such registration statement, reasonably satisfactory (based on the customary form and substance of "cold comfort" letters of issuers' independent public accountant customarily given in such an offering) in form and substance to such Holder and such underwriters, if any,

in each case, covering substantially the same matters with respect to such Registration Statement (and the Prospectus included therein) and, in the case of the accountants' comfort letter, with respect to events subsequent to the date of such financial statements, as are customarily covered in opinions of issuer's counsel and in accountants' comfort letters delivered to underwriters in such types of offerings of securities;

(i) notify each Holder of Registrable Securities included in such Registration Statement at any time when a Prospectus relating thereto is required to be delivered under the Securities Act, upon discovery that, or upon the happening of any event as a result of which, the Prospectus included in such Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made and for which the Company chooses to suspend the use of the Registration Statement and Prospectus in accordance with the terms of this Agreement, and, at the written request of any such Holder, promptly prepare and furnish (at the Company's expense) to it a reasonable number of copies of a supplement to or an amendment of such Prospectus as may be necessary so that, as thereafter delivered to the purchasers of such securities, such Prospectus, as supplemented or amended, shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made;

(j) notify the Holders of Registrable Securities included in such Registration Statement promptly of any written comments from the Commission or any request by the Commission for the amending or supplementing of such Registration Statement or Prospectus or for additional information;

(k) advise the Holders of Registrable Securities included in such Registration Statement promptly after the Company receives notice or obtains knowledge of any order suspending the effectiveness of a registration statement relating to the Registrable Securities at the earliest practicable moment and promptly use its reasonable best efforts to obtain the withdrawal of such order;

(l) otherwise comply with all applicable rules and regulations of the Commission and any other governmental agency or authority having jurisdiction over the offering of Registrable Securities, and make available to its stockholders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months, but not more than eighteen (18) months, beginning with the first (1st) full calendar month after the Effective Date of such Registration Statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 promulgated thereunder and which requirement will be deemed satisfied if the Company timely files complete and accurate information on Form 10-Q and 10-K and Current Reports on Form 8-K under the Exchange Act and otherwise complies with Rule 158 under the Securities Act;

(m) provide and cause to be maintained a transfer agent and registrar for the Registrable Securities included in a Registration Statement no later than the Effective Date thereof;

(n) enter into such agreements (including an underwriting agreement in customary form) and take such other actions as the Holders beneficially owning a majority of the Registrable Securities included in a Registration Statement or the underwriters, if any, shall reasonably request in order to expedite or facilitate the disposition of such Registrable Securities, including customary indemnification; and provide reasonable cooperation, including causing at least one (1) executive officer and a senior financial officer to attend and participate in "road shows" and other information meetings organized by the underwriters, if any, as reasonably requested; *provided*, *however*, that the Company shall have no obligation to participate in more than two (2) "road shows" in any twelve (12)-month period and such participation shall not unreasonably interfere with the business operations of the Company;

(o) if requested by the managing underwriter(s) or the Majority Holders in connection with an Underwritten Offering, promptly incorporate in a prospectus supplement or post-effective amendment such information relating to the plan of distribution for such Registrable Securities provided to the Company in writing by the managing underwriters and the Majority Holders and that is required to be included therein relating to the plan of distribution with respect to such Registrable Securities, including without limitation, information with respect to the number of Registrable Securities being sold to such underwriters, the purchase price being paid therefor by such underwriters and with respect to any other terms of the Underwritten Offering of the Registrable Securities to be sold in such offering, and make any required filings with respect to such information relating to the plan of distribution as soon as practicable after notified of the information;

(p) cooperate with the Holders of Registrable Securities included in a Registration Statement and the managing underwriter(s), if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive legends, and enable such Registrable Securities to be in such share amounts and registered in such names as the managing underwriters, or, if none, the Holders beneficially owning a majority of the Registrable Securities being offered for sale, may reasonably request at least three (3) Business Days prior to any sale of Registrable Securities to the underwriters;

(q) cause all Registrable Securities included in a Registration Statement to be listed on a Trading Market on which similar securities issued by the Company are then listed or quoted;

(r) permit any Holder of Registrable Securities who, in the reasonable judgment of the Company upon advice of counsel, might be deemed to be an underwriter or controlling person of the Company, to participate in the preparation of such Registration Statement; and

(s) otherwise use its reasonable best efforts to take all other steps necessary to effect the registration of such Registrable Securities contemplated hereby.

In addition, prior to the first anticipated filing date of a Registration Statement for any registration under this Agreement, the Company may from time to time reasonably request each Holder for information the Company requires from that Holder, including any update to or confirmation of the information contained in the Selling Stockholder Questionnaire. Each Holder agrees to furnish such information to the Company and cooperate with the Company as reasonably necessary to enable the Company to comply with the provisions of this Agreement. Each Holder acknowledges and agrees that the information in the Selling Stockholder Questionnaire or request for further information as described in this Section 9 will be used by the Company in the preparation of the Registration Statement and hereby consents to the inclusion of such information in the Registration Statement.

10. Registration Expenses. All fees and expenses incident to the Company's performance of or compliance with its obligations under this Agreement (excluding any underwriting discounts or commissions or transfer taxes, if any, of any Holder) shall be borne by the Company whether or not any Registrable Securities are sold pursuant to a Registration Statement. The fees and expenses referred to in the foregoing sentence shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses (A) with respect to filings required to be made with any Trading Market on which the Common Stock is then listed for trading or quoted, if any, (B) with respect to compliance with applicable state securities or blue sky laws (including, without limitation, fees and disbursements of counsel for the Company in connection with blue sky qualifications or exemptions of the Registrable Securities and determination of the eligibility of the Registrable Securities for investment under the laws of such jurisdictions as requested by the Holders) and (C) if not previously paid by the Company, with respect to any filing that may be required to be made by any broker through which a Holder intends to make sales of Registrable Securities with the Financial Industry Regulatory Authority ("***FINRA***") pursuant to FINRA Rule 5110, so long as the broker is receiving no more than a customary brokerage commission in connection with such sale), (ii) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities and of printing prospectuses if the printing of prospectuses is reasonably requested by the Holders of a majority of the Registrable Securities included in the Registration Statement), (iii) messenger, telephone and delivery expenses, (iv) fees and disbursements of counsel for the Company, (v) the reasonable fees and expenses incurred in connection with any road show for Underwritten Offerings, (vi) Securities Act liability insurance, if the Company so desires such insurance, and (vii) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Agreement. In addition, the Company will pay the reasonable, documented fees and disbursements of Counsel to the Holders, including, for the avoidance of doubt, any expenses of Counsel to the Holders in connection with the filing or amendment of any Registration Statement, Prospectus or free writing prospectus hereunder or any Underwritten Offering.

11. Lockups.

(a) In connection with any Underwritten Takedown or underwritten registration pursuant to a Demand Registration Request or other underwritten public offering of equity securities by the Company, to the extent requested by any underwriters managing such offering, except with the written consent of such underwriter, no Holder who participates in such offering or, together with its Affiliates and Related Funds, beneficially owns five percent (5%) or more of the outstanding shares of Common Stock shall effect any public sale or distribution (including sales pursuant to Rule 144) of equity securities of the Company, or any securities convertible into

or exchangeable or exercisable for such securities, for up to a sixty (60)-day period (or such lesser period as the underwriter may agree) beginning on the date of the final prospectus filed in connection with such offering (as such period may be waived by the underwriters, the "***Lockup Period***"), except as part of such offering, *provided*, that the Lockup Period shall be the same with respect to all Holders;*provided*, *further*, that such Lockup Period restrictions are applicable on substantially similar terms to the Company and all of its and its subsidiaries' executive officers and directors; *provided*, *further*, that such Lockup Period shall include customary carve-outs, including that a Holder may make a distribution of Registrable Securities to any of its partners, members or stockholders thereof or a transfer of Registrable Securities to an Affiliate or Related Fund that is otherwise in compliance with the applicable securities laws, so long as such distributees or transferees, as applicable, agree to be bound by the restrictions set forth in this Section 11(a). To the extent requested by any underwriter managing such offering, each Holder agrees to execute a lock-up agreement in favor of the underwriter managing such offering to such effect. The provisions of this Section 11(a) will no longer apply to a Holder once such Holder ceases to hold Registrable Securities.

(b) In connection with any Underwritten Offering, the Company agrees not to effect any public sale or distribution of any of its securities, or any securities convertible into or exchangeable or exercisable for such securities (except pursuant to registrations on Form S-4 or Form S-8 or any successor thereto or as part of any registration of securities of offering and sale to employees, directors or consultants of the Company and its subsidiaries pursuant to any employee stock plan or other employee benefit plan arrangement), during the Lockup Period, except as part of such offering, without the prior written consent from the Majority Holders. To the extent requested by any underwriter managing such offering, the Company agrees to execute a lock-up agreement in favor of the underwriter managing such offering to such effect.

12. Indemnification.

(a) Indemnification by the Company. The Company shall, notwithstanding any termination of this Agreement, indemnify, defend and hold harmless each Holder, the officers, directors, agents, partners, members, investment manager, managers, stockholders, Affiliates and employees of each of them, each Person who controls any such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, partners, members, investment manager, managers, stockholders, agents and employees of each such controlling Person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable costs of preparation and investigation and reasonable attorneys' fees) and expenses (collectively, "***Losses***"), to which any of them may become subject, that arise out of or are based upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus or (ii) any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or form of prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading, except to the extent, but only to the extent, that such untrue statements, alleged untrue statements, omissions or alleged omissions are based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in strict conformity with information furnished in writing to the Company by such Holder expressly for use therein. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an Indemnified Party (as defined in Section 12(c)), shall survive the transfer of the Registrable Securities by the Holders, and shall be in addition to any liability which the Company may otherwise have.

(b) Indemnification by Holders. Each Holder shall, severally and not jointly, indemnify and hold harmless the Company, its respective directors, officers, agents and employees, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling Persons, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, arising out of or are based upon any untrue statement of a material fact contained in any Registration Statement, any Prospectus, or any form of prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus, or any form of prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading and has not been corrected in a subsequent writing prior to or concurrently with the sale of the Registrable Securities to the Person asserting such claim, to the extent, but only to the extent, that such untrue statements or omissions are based upon an untrue statement or omission so made in strict conformity with information furnished in writing to the Company by such Holder expressly for use therein. In no event shall the liability of any selling Holder hereunder be greater in amount than the dollar amount of the net proceeds received by such Holder upon the sale of the Registrable Securities giving rise to such indemnification obligation. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an Indemnified Party (as defined in Section 12(c)), shall survive the transfer of the Registrable Securities by the Holders, and shall be in addition to any liability which the Holder may otherwise have.

(c) Conduct of Indemnification Proceedings.

(i) If any Proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an "***Indemnified Party***"), such Indemnified Party shall promptly notify the Person from whom indemnity is sought (the "***Indemnifying Party***") in writing, and the Indemnifying Party shall have the right to assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all reasonable fees and expenses incurred in connection with defense thereof; *provided*, *however*, that the failure of any Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Agreement, except (and only) to the extent that such failure shall have materially and adversely prejudiced the Indemnifying Party.

(ii) An Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless: (1) the Indemnifying Party has agreed in writing to pay such fees and expenses; (2) the Indemnifying Party shall have failed promptly to assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party in any such Proceeding; or (3) the named parties to any such Proceeding (including any impleaded

parties) include both such Indemnified Party and the Indemnifying Party, and such Indemnified Party shall have been advised by counsel that in the reasonable judgment of such counsel there may be reasonable defenses available to the Indemnified Party that are in addition to or different from those available to the Indemnified Party or a conflict of interest exists if the same counsel were to represent such Indemnified Party and the Indemnifying Party; *provided*, *however*, that the Indemnifying Party shall not be liable for the reasonable and documented fees and expenses of more than one separate firm of attorneys at any time for all Indemnified Parties. The Indemnifying Party shall not be liable for any settlement of any such Proceeding effected without its written consent, which consent shall not be unreasonably withheld, delayed or conditioned. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending Proceeding in respect of which any Indemnified Party is a party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Proceeding.

(iii) Subject to the terms of this Agreement, all reasonable and documented fees and expenses of the Indemnified Party (including reasonable and documented fees and expenses to the extent incurred in connection with investigating or preparing to defend such Proceeding in a manner not inconsistent with this Section 12(c)) shall be paid to the Indemnified Party, as incurred, with reasonable promptness after receipt of written notice thereof to the Indemnifying Party; *provided*, *however*, that the Indemnified Party shall promptly reimburse the Indemnifying Party for that portion of such fees and expenses applicable to such actions for which such Indemnified Party is finally judicially determined to not be entitled to indemnification hereunder.

(d) Contribution.

(i) If a claim for indemnification under Section 12(a) or 12(b) is unavailable to an Indemnified Party or insufficient to hold an Indemnified Party harmless for any Losses, then each Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including, as applicable, any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission.

(ii) The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 12(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 12(d), no Holder shall be required to contribute, in the aggregate, any amount in excess of the amount by which the net proceeds actually received by such Holder from the sale of the Registrable Securities subject to the Proceeding exceeds the amount of any damages that such Holder has otherwise been required to pay by reason of such untrue statement or omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

13. Registration under the Exchange Act. The Company shall use its reasonable best efforts to cause the Common Stock to be registered under Section 12(b) or 12(g) of the Exchange Act as a successor to Parker Drilling Company as soon as possible after the Plan Effective Date. For as long as any shares of Registrable Securities are outstanding, the Company shall maintain the registration of the Common Stock under Section 12(b) or 12(g) of the Exchange Act and to timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to the Exchange Act regardless of whether the Company is not then subject to the reporting requirements of the Exchange Act.

14. Section 4(a)(7), Rule 144 and Rule 144A; Other Exemptions. With a view to making available to the Holders of Registrable Securities the benefits of Rule 144 and Rule 144A promulgated under the Securities Act and other rules and regulations of the Commission that may at any time permit a Holder of Registrable Securities to sell securities of the Company without registration, until such time as when no Registrable Securities remain outstanding, the Company covenants that it will (i) if it is subject to the reporting requirement of 13 or 15(d) of the Exchange Act, file in a timely manner all reports and other documents required, if any, to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted thereunder or (ii) if it is not subject to the reporting requirement of 13 or 15(d) of the Exchange Act, make available information necessary to comply with Section 4(a)(7) of the Securities Act and Rule 144 and Rule 144A, if available, with respect to resales of the Registrable Securities under the Securities Act, at all times, all to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (x) Section 4(a)(7) of the Securities Act and Rule 144 and Rule 144A promulgated under the Securities Act (if available with respect to resales of the Registrable Securities), as such rules may be amended from time to time or (y) any other rules or regulations now existing or hereafter adopted by the Commission. Upon the reasonable request of any Holder of Registrable Securities, the Company will deliver to such Holder a written statement as to whether it has complied with such information requirements, and, if not, the specific reasons for non-compliance.

15. Transfer of Registration Rights. Any Holder may freely assign its rights hereunder on a pro rata basis in connection with any sale, transfer, assignment, or other conveyance (any of the foregoing, a "***Transfer***") of Registrable Securities to any transferee or assignee, including any Affiliate of any Holder; *provided*, that all of the following additional conditions are satisfied: (a) such Transfer is effected in accordance with applicable securities laws; and (b) such transferee or assignee executes a joinder to this Agreement substantially in the form attached as Exhibit A hereto and delivers it to the Company as promptly as reasonably practicable; *provided*, *further*, that (i) any rights assigned hereunder shall apply only in respect of Registrable Securities that are Transferred and not in respect of any other securities that the transferee or assignee may hold and (ii) any Registrable Securities that are Transferred may cease to constitute Registrable Securities following such Transfer in accordance with the terms of this Agreement.

16. Further Assurances. Each of the parties hereto shall execute all such further instruments and documents and take all such further action as any other party hereto may reasonably require in order to effectuate the terms and purposes of this Agreement.

17. Miscellaneous.

(a) Remedies. Any Person having rights under any provision of this Agreement shall be entitled to enforce such rights specifically to recover damages caused by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or other security) for specific performance and for other injunctive relief in order to enforce or prevent violation of the provisions of this Agreement. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

(b) Compliance. Each Holder covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it (unless an exemption therefrom is available) in connection with sales of Registrable Securities pursuant to any Registration Statement and shall sell the Registrable Securities pursuant to any Registration Statement only in accordance with a method of distribution described in each Registration Statement.

(c) Discontinued Disposition. By its acquisition of Registrable Securities, each Holder agrees that, upon receipt of a notice from the Company of the occurrence of a Grace Period or any event of the kind described in Section 9(i), such Holder will forthwith discontinue disposition of such Registrable Securities under a Registration Statement until it is advised in writing by the Company that the use of the applicable Prospectus (as it may have been supplemented or amended) may be resumed. The Company may provide appropriate stop transfer orders to its transfer agent to enforce the provisions of this paragraph.

(d) No Inconsistent Agreements; Limitation on Subsequent Registration Rights. The Company has not entered, as of the date hereof, and the Company shall not enter, after the date of this Agreement, without the prior written consent of the Holders of a majority of the Registrable Securities outstanding at such time, into any agreement that is inconsistent with or grants registration rights that have parity with or are more favorable than the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof. From and after the date of this Agreement, the Company shall not, without the prior written consent of the Holders of a majority of the Registrable Securities outstanding at such time file or have declared effective a registration statement for equity securities before the Initial Shelf Registration Statement is declared effective. From and after the date of this Agreement, the Company shall not, without the prior written consent of the Holders of a majority of the Registrable Securities outstanding at such time, enter into any agreement with any current or future holder of any securities of the Company that would allow such current or future holder to require the Company to include securities in the Initial Shelf Registration Statement, or in any Piggyback Offering on a basis that is on parity with, or superior in any material respect to, the Piggyback Offering rights granted to the Holders pursuant to Section 8 of this Agreement.

(e) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, or waived unless the same shall be in writing and signed by the Company and Holders holding at least a majority of the then outstanding Registrable Securities; *provided*, *however*, that any party may give a waiver as to itself;*provided*, *further*, that no amendment, modification, supplement, or waiver that disproportionately and adversely affects, alters, or changes the interests of any Holder shall be effective against such Holder without the prior written consent of such Holder; *provided further,* that the definition of "Holders" in Section 1 and the provisions of Section 2(c) may not be amended, modified or supplemented, or waived unless in writing and signed by all the signatories to this Agreement; *provided*, *further*, that the waiver of any provision with respect to any Registration Statement or offering may be given by Holders holding at least a majority of the then outstanding Registrable Securities entitled to participate in such offering or, if such offering shall have been commenced, having elected to participate in such offering. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of certain Holders and that does not directly or indirectly affect the rights of other Holders may be given by Holders of a majority of the Registrable Securities outstanding at such time to which such waiver or consent relates; *provided*, *however*, that the provisions of this sentence may not be amended, modified, or supplemented except in accordance with the provisions of the immediately preceding sentence. No waiver of any terms or conditions of this Agreement shall operate as a waiver of any other breach of such terms and conditions or any other term or condition, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision hereof. No written waiver hereunder, unless it by its own terms explicitly provides to the contrary, shall be construed to effect a continuing waiver of the provisions being waived and no such waiver in any instance shall constitute a waiver in any other instance or for any other purpose or impair the right of the party against whom such waiver is claimed in all other instances or for all other purposes to require full compliance with such provision. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of such provision and shall not affect the right of such party thereafter to enforce each provision of this Agreement in accordance with its terms.

(f) Notices. Any notice or other communication required or which may be given hereunder shall be in writing and shall be sent by certified or regular mail(return receipt requested, postage prepaid), by private national courier service, by personal delivery, by electronic mail or by facsimile transmission. Such notice or communication shall be deemed given (i) if mailed, two (2) days after the date of mailing, (ii) if sent by national courier service, one (1) Business Day after being sent, (iii) if delivered personally, when so delivered, (iv) if sent by electronic mail, on the Business Day such electronic mail is transmitted (if delivered prior to 5 p.m. Houston, Texas time, or, if thereafter, then as of the next day), or (v) if sent by facsimile transmission, on the Business Day such facsimile is transmitted, in each case as follows:

(i) If to the Company:

Parker Drilling Company
Five Greenway Plaza, Suite 100
Houston, Texas 77046
Attention: John Edward Menger and Jennifer Simons
E-mail address: Ed.Menger@parkerdrilling.com and
Jennifer.Simons@parkerdrilling.com

with copies (which shall not constitute notice) to:
Kirkland & Ellis LLP
609 Main Street
Houston, TX 77002
Attention: Julian J. Seiguer, P.C.
E-mail address: Julian.Seiguer@kirkland.com

(ii) If to the Holders (or to any of them), at their addresses as they appear in the records of the Company or the records of the transfer agent or registrar, if any, for the Common Stock.

If any time period for giving notice or taking action hereunder expires on a day which is a Saturday, Sunday or legal holiday in the State of New York or the jurisdiction in which the Company's principal office is located, the time period shall automatically be extended to the Business Day immediately following such Saturday, Sunday or legal holiday.

(g) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns (including any trustee in bankruptcy). In addition, and whether or not any express assignment shall have been made, the provisions of this Agreement which are for the benefit of the Holders of Registrable Securities (or any portion thereof) as such shall be for the benefit of and enforceable by any subsequent holder of any Registrable Securities (or of such portion thereof); *provided*, *however*, that such subsequent holder of Registrable Securities shall be required to execute a joinder to this Agreement substantially in the form attached as Exhibit A hereto. No assignment or delegation of this Agreement by the Company, or any of the Company's rights, interests or obligations hereunder, shall be effective against any Holder without the prior written consent of such Holder.

(h) Execution and Counterparts. This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Agreement.

(i) Delivery by Electronic Means. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or other electronic means (including electronic mail), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or other electronic means to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic means as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

(j) Governing Law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) to the extent such rules or provisions would cause the application of the laws of any jurisdiction other than the State of New York. Each of the parties to this Agreement consents and agrees that any action to enforce this Agreement or any dispute, whether such dispute arises in law or equity, arising out of or relating to this Agreement shall be brought exclusively in the United States District Court for the Southern District of New York or any New York State Court sitting in New York City. The parties hereto consent and agree to submit to the exclusive jurisdiction of such courts. Each of the parties to this Agreement waives and agrees not to assert in any such dispute, to the fullest extent permitted by applicable law, any claim that (i) such party and such party's property is immune from any legal process issued by such courts or (ii) any litigation or other proceeding commenced in such courts is brought in an inconvenient forum. The parties hereby agree that mailing of process or other papers in connection with any such action or proceeding to an address provided in writing by the recipient of such mailing, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof and hereby waive any objections to service in the manner herein provided.

(k) Waiver of Jury Trial. Each of the parties to this Agreement hereby agrees to waive its respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this Agreement, including contract claims, tort claims and all other common law and statutory claims. Each party hereto acknowledges that this waiver is a material inducement to enter into this Agreement that each has already relied on this waiver in entering into this Agreement, and that each will continue to rely on this waiver in their related future dealings. Each party hereto further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 17(k) AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

(l) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

(m) Descriptive Headings; Interpretation; No Strict Construction. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of

nouns, pronouns, and verbs shall include the plural and vice versa. Reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and, if applicable, hereof. The words "include", "includes" or "including" in this Agreement shall be deemed to be followed by "without limitation". The use of the words "or," "either" or "any" shall not be exclusive. All references to laws, rules, regulations and forms in this Agreement shall be deemed to be references to such laws, rules, regulations and forms, as amended from time to time or, to the extent replaced, the comparable successor thereto in effect at the time. All references to agencies, self-regulatory organizations or governmental entities in this Agreement shall be deemed to be references to the comparable successors thereto from time to time. All Registrable Securities held by a Holder, its Affiliates (including any portfolio company) and its Related Funds shall be aggregated together for purposes of determining the availability of any rights under this Agreement. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(n) Entire Agreement. This Agreement and any certificates, documents, instruments and writings that are delivered pursuant hereto, constitutes the entire agreement and understanding of the parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

(o) Termination. The obligations of the Company and of any Holder, other than those obligations contained in Section 12 and this Section 17, shall terminate with respect to the Company and such Holder as soon as such Holder no longer beneficially owns any Registrable Securities.

(p) No Third Party Beneficiaries. Except as provided in Section 12 with respect to indemnification of certain third parties hereunder, nothing in this Agreement shall confer any rights upon any Person other than the parties hereto and their respective heirs, successors and permitted assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PARKER DRILLING COMPANY

By: /s/ Jennifer F. Simons
Name: Jennifer F. Simons
Title: Vice President, General Counsel and Secretary

HOLDERS:

BRIGADE CAPITAL MANAGEMENT, LP
As Investment Manager on behalf of its various funds

By: /s/ Patrick Criscillo
Name: Patrick Criscillo
Title: Chief Financial Officer

☑ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.

☐ By checking this box, the Holder signing above hereby requests the inclusion of _____ Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

VÄRDE SKYWAY MASTER FUND, L.P.
By: The Värde Skyway Fund G.P., LLC, Its General Partner
By: Värde Partners, L.P., Its Managing Member
By: Värde Partners, Inc. Its General Partner

By: /s/ Matt Mach
Name: Matt Mach
Title: Managing Director

☑ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.

☐ By checking this box, the Holder signing above hereby requests the inclusion of _____ Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

VÄRDE CREDIT PARTNERS MASTER, L.P.
By: Värde Credit Partners G.P., LLC, Its General Partner
By: Värde Partners, L.P., Its Managing Member
By: Värde Partners, Inc. Its General Partner

By: /s/ Matt Mach
Name: Matt Mach
Title: Managing Director

☑ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.

☐ By checking this box, the Holder signing above hereby requests the inclusion of _____ Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

VÄRDE INVESTMENT PARTNERS (OFFSHORE) MASTER, L.P.
By: Värde Investment Partners G.P., LLC, Its General Partner
By: Värde Partners, L.P., Its Managing Member
By: Värde Partners, Inc. Its General Partner

By: /s/ Matt Mach
Name: Matt Mach
Title: Managing Director

☑ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.

☐ By checking this box, the Holder signing above hereby requests the inclusion of _____ Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

VÄRDE INVESTMENT PARTNERS, L.P.
By: Värde Investment Partners G.P., LLC, Its General Partner
By: Värde Partners, L.P., Its Managing Member
By: Värde Partners, Inc. Its General Partner

By: /s/ Matt Mach
Name: Matt Mach
Title: Managing Director

☑ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.

☐ By checking this box, the Holder signing above hereby requests the inclusion of _____ Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

1992 TACTICAL CREDIT MASTER FUND, L.P.
By: Highbridge Capital Management, LLC, as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director

☑ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.

☐ By checking this box, the Holder signing above hereby requests the inclusion of _____ Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

1992 MSF INTERNATIONAL LTD.
By: Highbridge Capital Management, LLC, as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director

☑ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.

☐ By checking this box, the Holder signing above hereby requests the inclusion of _____ Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

PANDORA SELECT PARTNERS, L.P.
By: Whitebox Advisors LLC, its investment manager

By: /s/ Mark Strefling
Name: Mark Strefling
Title: Chief Executive Officer and General Counsel

☑ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.

☐ By checking this box, the Holder signing above hereby requests the inclusion of _____ Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

WHITEBOX ASYMMETRIC PARTNERS, L.P.
By: Whitebox Advisors LLC, its investment manager

By: /s/ Mark Strefling
Name: Mark Strefling
Title: Chief Executive Officer and General Counsel

☑ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.

☐ By checking this box, the Holder signing above hereby requests the inclusion of _____ Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

WHITEBOX CAJA BLANCA FUND, LP
By: Whitebox Caja Blanca GP LLC, its general partner
By: Whitebox Advisors LLC, its investment manager

By: /s/ Mark Strefling
Name: Mark Strefling
Title: Chief Executive Officer and General Counsel

☑ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.

☐ By checking this box, the Holder signing above hereby requests the inclusion of _____ Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

WHITEBOX CREDIT PARTNERS, L.P.
By: Whitebox Advisors LLC, its investment manager

By: /s/ Mark Strefling
Name: Mark Strefling
Title: Chief Executive Officer and General Counsel

☑ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.

☐ By checking this box, the Holder signing above hereby requests the inclusion of _____ Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

WHITEBOX GT FUND, L.P.
By: Whitebox Advisors LLC, its investment manager

By: /s/ Mark Strefling
Name: Mark Strefling
Title: Chief Executive Officer and General Counsel

☑ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.

☐ By checking this box, the Holder signing above hereby requests the inclusion of _____ Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

WHITEBOX MULTI-STRATEGY PARTNERS, L.P.
By: Whitebox Advisors LLC, its investment manager

By: /s/ Mark Strefling
Name: Mark Strefling
Title: Chief Executive Officer and General Counsel

☑ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.

☐ By checking this box, the Holder signing above hereby requests the inclusion of _____ Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

WHITEBOX RELATIVE VALUE PARTNERS, L.P.
By: Whitebox Advisors LLC, its investment manager

By: /s/ Mark Strefling
Name: Mark Strefling
Title: Chief Executive Officer and General Counsel

☑ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.

☐ By checking this box, the Holder signing above hereby requests the inclusion of _____ Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

Exhibit A

FORM OF JOINDER

THIS JOINDER (this "Joinder") to the Registration Rights Agreement dated as of March 26, 2019, by and among Parker Drilling Company, a Delaware corporation (the "Company"), and the holders party thereto (the "Registration Rights Agreement"), is made and entered into as of [ ], 20[ ] by the undersigned (the "Assuming Holder"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Registration Rights Agreement.

As a condition to the acquisition of rights under the Registration Rights Agreement in accordance with the terms thereof, the Assuming Holder represents and agrees as follows:

1. Transfer or Assignment. The Assuming Holder has acquired certain Registrable Securities from [ ] as set forth on the signature page.

2. Agreement to be Bound. The Assuming Holder hereby agrees that upon execution of this Joinder, it shall become a party to the Registration Rights Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Registration Rights Agreement as though an original party thereto and shall be deemed a Holder for all purposes thereof.

3. Successors and Assigns. Except as otherwise provided herein, this Joinder shall bind and inure to the benefit of and be enforceable by the Company and its successors, heirs and assigns and the Assuming Holder and its successors, heirs and assigns.

4. Governing Law. The Joinder is governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to any conflicts of law principles that would result in the application of the laws of any law other than the law of the State of New York.

5. Descriptive Headings. The descriptive headings of this Joinder are inserted for convenience only and do not constitute a part of this Joinder.

[*Signature Page Follows*]

IN WITNESS WHEREOF, undersigned has executed this Joinder to the Registration Rights Agreement as of the date first written above.

[HOLDER]

By: _____
Name:
Title:

Address: _____

_____

_____

_____

Email: _____

Amount and type of Registrable Securities Acquired:

_____

Exhibit 10.4

WARRANT AGREEMENT

between

PARKER DRILLING COMPANY

and

EQUINITI TRUST COMPANY,
as Warrant Agent

Dated as of March 26, 2019

Warrants To Purchase Common Stock

TABLE OF CONTENTS

EXHIBITS

WARRANT AGREEMENT

This Warrant Agreement (as may be supplemented, amended or amended and restated pursuant to the applicable provisions hereof, this "***Agreement***"), dated as of March 26, 2019, between Parker Drilling Company, a Delaware corporation (the "***Company***"), and Equiniti Trust Company, a limited trust company organized under the laws of the State of New York, as warrant agent (the "***Warrant Agent***"). Capitalized terms that are used in this Agreement shall have the meanings set forth in Section 1 hereof.

WITNESSETH THAT:

WHEREAS, pursuant to the terms and conditions of the *Joint Chapter 11 Plan of Reorganization of Parker Drilling Company and Its Debtor Affiliates*, Docket No. 17 (the "***Plan***") relating to a reorganization under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***"), the Company proposes to issue and deliver Warrants (as defined below) to purchase up to an aggregate of 2,580,182 shares of its Common Stock (as defined below), subject to adjustment as provided herein, and the Warrant Certificates evidencing such Warrants;

WHEREAS, each Warrant shall entitle the registered owner thereof to purchase one share of the Common Stock, subject to adjustment as provided herein;

WHEREAS, the Warrants and the shares of Common Stock issuable upon exercise of the Warrants are being issued in an offering in reliance on the exemption from the registration requirements of the Securities Act (as defined below) and of any applicable state securities or "blue sky" laws afforded by Section 1145 of the Bankruptcy Code; and

WHEREAS, the Company desires that the Warrant Agent act on behalf of the Company, and the Warrant Agent is willing to so act, in connection with the issuance, exchange, transfer, substitution and exercise of Warrants and the Warrant Certificates evidencing such Warrants.

NOW THEREFORE in consideration of the mutual agreements herein contained, the Company and the Warrant Agent agree as follows:

1. Definitions.

"***Action***" has the meaning set forth in Section 11.2.

"***Affiliate***" of any specified Person, means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such specified Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"***Agent Members***" has the meaning set forth in Section 2.4(b).

"***Agreement***" has the meaning set forth in the preamble hereto.

"***Applicable Procedures***" means, with respect to any transfer or exchange of, or exercise of any Warrants evidenced by, any Global Warrant Certificate, the procedures of the Depositary that apply to such transfer, exchange or exercise.

"***Appropriate Officer***" means any person designated as such by the Board of Directors from time to time.

"***Bankruptcy Code***" has the meaning set forth in the recitals hereto.

"***Black-Scholes Value***" means, with respect to any Sale Cash Only Transaction, the fair market value of a Warrant on the date of consummation of such Sale Cash Only Transaction in accordance with the Black-Scholes model for valuing options, using (a) a risk free rate equal to the annual yield on the U.S. Treasury security with a maturity date closest to the Scheduled Expiration Date, as the yield on that security exists as of such date, (b) a term equal to the time in years (rounded to the nearest 1/1000th of a year) from such date until the Scheduled Expiration Date, (c) an assumed volatility of 35%, (d) an underlying security price for Common Stock of the value of the consideration received in such Sale Cash Only Transaction in respect of each outstanding share of Common Stock and (e) the aggregate number of shares of Common Stock for which such Warrant is then exercisable.

"***Black-Scholes Value Limit***" for each Warrant means, with respect to any Sale Cash Only Transaction, the quotient obtained by dividing (i) $15,000,000 by (ii) the aggregate number of Warrants outstanding immediately prior to the closing of such Sale Cash Only Transaction.

"***Board of Directors***" means either the board of directors of the Company or any duly authorized committee of that board.

"***Business Day***" means each Monday, Tuesday, Wednesday, Thursday and Friday which is not a legal holiday in the State of New York or a day on which banking institutions and trust companies in the state in which the Corporate Agency Office is located are authorized or obligated by law, regulation or executive order to close.

"***Cash Consideration***" means, with respect to any Sale Cash Only Transaction or Sale Cash and Securities Transaction, the consideration constituting cash and property other than securities receivable upon such Sale Transaction by holders of shares of Common Stock that are Qualifying Persons on account of their holdings of Common Stock.

"***Commission***" means the Securities and Exchange Commission, or any other federal agency at the time administering the Securities Act or the Exchange Act, whichever is the relevant statute for the particular purpose.

"***Common Stock***" means, subject to the provisions of Section 5.1(h), the common stock, par value $0.01 per share, of the Company.

"***Company***" means the company identified in the preamble hereof, and any Successor Company that becomes successor to the Company in accordance with Section 15.

*"**Company Order**" means a written request or order signed in the name of the Company by an Appropriate Officer, and delivered to the Warrant Agent.

"***Constituent Person***" has the meaning set forth in the definition of "Qualifying Person."

"***Corporate Agency Office***" has the meaning set forth in Section 8.

"***corporation***" means a corporation, association, company (including limited liability company), joint-stock company, business trust or other similar entity.

"***Countersigning Agent***" means any Person authorized by the Warrant Agent to act on behalf of the Warrant Agent to countersign Warrant Certificates.

"***Current Market Price***" means on any date:

(i) if the reference is to the per share price of Common Stock on any date herein specified and if on such date the Common Stock is listed or admitted to trading on any U.S. national securities exchange or traded in the over-the-counter market in the United States (A) the average of the Quoted Prices for the 30 consecutive Trading Days ending on the Trading Day that next precedes such date or, if such date is not a Trading Day, for the next preceding Trading Day or (B) in the case of any computation under Section 5.1(d), the average of the Quoted Prices for the 30 consecutive Trading Days ending on the Trading Day that is the day before the "ex" date for the Spin-Off Dividend requiring such computation; or

(ii) if the reference is to the per share price of Common Stock on any date herein specified and if on such date the Common Stock is not listed or admitted to trading on any U.S. national securities exchange or traded in the over-the-counter market in the United States, the amount which a willing buyer would pay a willing seller in an arm's length transaction on such date (neither being under any compulsion to buy or sell) for one share of the Common Stock as determined as of such date by the Treasurer or Chief Financial Officer of the Company in good faith, whose determination shall be conclusive and evidenced by a certificate of such officer delivered to the Warrant Agent.

"***Definitive Warrant Certificate***" means a Warrant Certificate registered in the name of the Holder thereof that does not bear the Global Warrant Legend and that does not have a "Schedule of Decreases in Warrants" attached thereto.

"***Depositary***" means DTC and its successors as depositary hereunder.

"***DTC***" means The Depository Trust Company.

"***ex' date***" means, when used with respect to any dividend or distribution, the first date on which the Common Stock trades regular way on the relevant exchange or in the relevant market from which the Quoted Price was obtained, in each case without the right to receive such dividend or distribution.

"***Exchange Act***" means the Securities Exchange Act of 1934 and any statute successor thereto, in each case, as amended from time to time.

"***Exercise Date***" has the meaning set forth in Section 3.2(f).

"***Exercise Form***" has the meaning set forth in Section 3.2.

"***Exercise Period***" means the period from and including the Original Issue Date to and including the Expiration Date.

"***Exercise Price***" means the exercise price per share of Common Stock, initially set at $48.85, subject to adjustment as provided in Section 5.1.

"***Expiration Date***" means the earlier to occur of (x) the Scheduled Expiration Date, (y) the date of consummation of a Sale Cash Only Transaction and (z) a Winding Up.

"***Fair Market Value***" means on any date, as to any non-cash property that is receivable upon conversion, change or exchange of shares of Common Stock in any Sale Transaction or comprises all or a portion of any Spin-Off Dividend: the amount which a willing buyer would pay a willing seller in an arm's length transaction on such date (neither being under any compulsion to buy or sell) for such security or other non-cash property, as determined as of such date by the Board of Directors in good faith, whose determination shall be evidenced by a resolution of the Board of Directors filed with the Warrant Agent with written notice of such determination given by the Company to the Holders in accordance with Section 11.2.

"***Global Warrant Certificate***" means a Warrant Certificate deposited with or on behalf of and registered in the name of the Depositary or its nominee, that bears the Global Warrant Legend and that has the "Schedule of Decreases in Warrants" attached thereto.

"***Global Warrant Legend***" means the legend set forth in Section 2.4(a).

"***Group Member***" has the meaning set forth in Section 3.7.

"***Holder***" means any Person in whose name at the time any Warrant Certificate is registered upon the Warrant Register and, when used with respect to any Warrant Certificate, the Person in whose name such Warrant Certificate is registered in the Warrant Register.

"***Maximum Percentage***" has the meaning set forth in Section 3.7.

"***Non-Sale Transaction***" means any Transaction if immediately after consummation of such Transaction a Specified Person beneficially own more than 50% of the Common Stock (if a Surviving Transaction) or the common equity securities of the Successor Company (if a Non-Surviving Transaction).

"***Non-Surviving Transaction***" has the meaning set forth in Section 5.1(h).

"***Original Issue Date***" means March 26, 2019, the date on which Warrants are originally issued under this Agreement.

"***outstanding***" when used with respect to any Warrants, means, as of the time of determination, all Warrants theretofore originally issued under this Agreement except (i) Warrants that have been exercised pursuant to Section 3.2(a), (ii) Warrants that have expired, terminated and become void pursuant to Section 3.2(b), Section 4 or Section 5.1(h) and (iii) Warrants that have otherwise been acquired by the Company; provided, however, that in determining whether the Holders of the requisite amount of the outstanding Warrants have given any request, demand, authorization, direction, notice, consent or waiver under the provisions of this Agreement, Warrants held directly or beneficially by the Company or any Subsidiary of the Company or any of their respective employees shall be disregarded and deemed not to be outstanding.

"***Person***" means any individual, corporation, partnership, joint venture, trust, unincorporated organization or government or any agency or political subdivision thereof.

"***Plan***" has the meaning set forth in the recitals hereto.

"***Qualifying Electing Person***" means, with respect to any Non-Sale Transaction, a holder of Common Stock that (i) is a Qualifying Person; and (ii) if (as a result of rights of election or otherwise) the kind or amount of securities, cash and other property receivable upon such Transaction is not the same for each share of Common Stock held immediately prior to such Transaction, makes an election to receive the maximum amount of securities pursuant to any rights of election, if any, as to the kind or amount of securities, cash and other property receivable upon conversion, change or exchange of shares of Common Stock in such Transaction.

"***Qualifying Person***" means, with respect to any Transaction, a holder of Common Stock that is neither (i) an employee of the Company or of any Subsidiary thereof nor (ii) a Person with which the Company consolidated or into which the Company merged or which merged into the Company or to which such sale or transfer was made, as the case may be ("***Constituent Person***"), or an Affiliate of a Constituent Person.

"***Quoted Price***" means, on any Trading Day, with respect to the Common Stock, the VWAP of the Common Stock on such Trading Day on the principal U.S. national securities exchange on which the Common Stock is listed or admitted to trading or, if the Common Stock is not listed or admitted to trading on any U.S. national securities exchange, the average of the closing bid and asked prices in the over-the-counter market in the United States as furnished by any New York Stock Exchange member firm that shall be selected from time to time by the Company for that purpose.

"***Recipient***" has the meaning set forth in Section 3.2(e).

*"**Redomestication Transaction***" means a Non-Surviving Transaction in which all of the property received upon such Non-Surviving Transaction by each holder of shares of Common Stock consists solely of securities, cash in lieu of fractional shares and other de minimis consideration, and the holders of the shares of Common Stock immediately prior to such Non-Surviving Transaction are the only holders of the equity securities of the Successor Company immediately after the consummation of such Non-Surviving Transaction.

"***Related Fund***" means, with respect to any Person, any fund, account or investment vehicle that is controlled, advised,sub-advised, managed or co-managed by such Person, by any Affiliate of such Person, or, if applicable, such Person's investment manager.

"***Required Warrant Holders***" means Holders of Warrant Certificates evidencing a majority of the then-outstanding Warrants.

"***Sale Cash and Securities Transaction***" means a Sale Transaction that is neither (i) a Sale Cash Only Transaction nor (ii) a Sale Securities Only Transaction.

"***Sale Cash Only Transaction***" means a Sale Transaction in which all of the consideration receivable upon the consummation (which includes, for the avoidance of doubt, a dividend or distribution if such Sale Transaction consists of a sale of all or substantially all of the assets of the Company and its Subsidiaries (taken as a whole)) of such Sale Transaction by holders of shares of Common Stock that are Qualifying Persons on account of their holdings of Common Stock consists of cash and/or property other than securities.

"***Sale Securities Only Transaction***" means a Sale Transaction in which all of the property received upon the consummation (which includes, for the avoidance of doubt, a dividend or distribution if such Sale Transaction consists of a sale of all or substantially all of the assets of the Company and its Subsidiaries (taken as a whole)) of such Sale Transaction by holders of shares of Common Stock that are Qualifying Persons on account of their holdings of Common Stock consists solely of securities.

"***Sale Transaction***" means any Transaction that does not constitute a Non-Sale Transaction or a Redomestication Transaction (i.e. either (i) a Sale Cash and Securities Transaction, (ii) a Sale Cash Only Transaction or (iii) a Sale Securities Only Transaction).

"***Scheduled Expiration Date***" means September 26, 2024 5:00 p.m. New York time (the fifth and a half (5 1/2) anniversary of the Original Issue Date) or, if not a Business Day, then the next Business Day thereafter.

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

"***Special Dividend***" means any payment by the Company to all holder of its Common Stock of any dividend, or any other distribution by the Company to such holders, of cash to the extent paid from and on account of (directly or indirectly) the proceeds of any sale of assets of the Company or any of its Subsidiaries other than any dividend or distribution upon a Transaction to which Section 5.1(h) applies.

"***Specified Person***" means any of (i) Brigade Capital Management, LLC and its Related Funds and controlled Affiliates, (ii) Highbridge Capital Management LLC and its Related Funds and controlled Affiliates, (iii) Whitebox Advisors LLC and its Related Funds and controlled Affiliates or (iv) Värde Partners and its Related Funds and controlled Affiliates.

"***Spin-Off Dividend***" means any payment by the Company to all holders of its Common Stock of any dividend, or any other distribution by the Company to such holder of any shares of capital stock of any class or series, or similar equity interest, of or relating to a Subsidiary or other business unit or of any rights, warrants or other securities exercisable for or convertible for or exchangeable into any such shares of capital stock, other than any dividend or distribution (i) upon a Transaction to which Section 5.1(h) applies or (ii) of any Common Stock referred to in Section 5.1(b).

"***Subsidiary***" means a corporation (as defined in this Section 1) more than 50% of the outstanding voting stock of which is owned, directly or indirectly, by the Company or by one or more other Subsidiaries, or by the Company and one or more other Subsidiaries. For purposes of this definition, "voting stock" means stock which ordinarily has voting power for the election of directors, whether at all times or only so long as no senior class of stock has such voting power by reason of any contingency.

"***Substituted Property***" has the meaning set forth in Section 5.1(h)(y)(i)(A).

"***Substituted Securities***" has the meaning set forth in Section 5.1(h).

"***Successor Company***" has the meaning set forth in Section 15.

"***Surviving Transaction***" has the meaning set forth in Section 5.1(h).

"***Trading Day***" means each Monday, Tuesday, Wednesday, Thursday and Friday, other than any day on which securities are not traded on the applicable securities exchange or in the applicable securities market.

"***Transaction***" has the meaning set forth in Section 5.1(h).

"***VWAP***" means the volume-weighted average price for trading hours of the regular trading session (including any extensions thereof), determined without regard to pre-open or after-hours trading or any other trading outside of the trading hours of the regular trading session (including any extensions thereof).

"***Warrant Agent***" means the warrant agent set forth in the preamble hereof or the successor or successors of such Warrant Agent appointed in accordance with the terms hereof.

"***Warrant Certificates***" means those certain warrant certificates evidencing the Warrants, substantially in the form set forth in Exhibit A attached hereto, which, for the avoidance of doubt, are either Global Warrant Certificates or Definitive Warrant Certificates.

"***Warrant Register***" has the meaning set forth in Section 8.

"***Warrants***" means those certain warrants to purchase initially up to an aggregate of 2,580,182 shares of Common Stock at the Exercise Price, subject to adjustment pursuant to Section 5, issued hereunder.

"***Winding Up***" has the meaning set forth in Section 4.

2. Warrant Certificates.

2.1 Original Issuance of Warrants.

(a) On the Original Issue Date, one or more Global Warrant Certificates evidencing the Warrants shall be executed by the Company and delivered to the Warrant Agent for countersignature, and the Warrant Agent shall, upon receipt of a Company Order and at the direction of the Company set forth therein, countersign and deliver such Global Warrant Certificates for original issuance to the Depositary, or its custodian, for crediting to the accounts of its participants for the benefit of the holders of beneficial interests in the Warrants on the Original Issue Date pursuant to the Applicable Procedures of the Depositary on the Original Issue Date.

(b) Except as set forth in Section 2.4, Section 3.2(d), Section 6 and Section 8, the Global Warrant Certificates delivered to the Depositary (or a nominee thereof) on the Original Issue Date shall be the only Warrant Certificates issued or outstanding under this Agreement.

(c) Each Warrant Certificate shall evidence the number of Warrants specified therein, and each Warrant evidenced thereby shall represent the right, subject to the provisions contained herein and therein, to purchase one share of Common Stock, subject to adjustment as provided in Section 5.

2.2 Form of Warrant Certificates.

The Warrant Certificates evidencing the Warrants shall be in registered form only and substantially in the form set forth in Exhibit A hereto, shall be dated the date on which countersigned by the Warrant Agent, shall have such insertions as are appropriate or required or permitted by this Agreement and may have such letters, numbers or other marks of identification and such legends and endorsements typed, stamped, printed, lithographed or engraved thereon as the officers of the Company executing the same may approve (execution thereof to be conclusive evidence of such approval) and as are not inconsistent with the provisions of this Agreement, or as may be required to comply with any law or with any rule or regulation pursuant thereto or with any rule or regulation of any securities exchange on which the Warrants may be listed, or to conform to usage.

2.3 Execution and Delivery of Warrant Certificates.

(a) Warrant Certificates evidencing the Warrants which may be countersigned and delivered under this Agreement are limited to Warrant Certificates evidencing 2,580,182 Warrants except for Warrant Certificates countersigned and delivered upon registration of transfer of, or in exchange for, or in lieu of, one or more previously countersigned Warrant Certificates pursuant to Section 2.4, Section 3.2(d), Section 6 and Section 8.

(b) The Warrant Agent is hereby authorized to countersign and deliver Warrant Certificates as required by Section 2.1 or by Section 2.4, Section 3.2(d), Section 6 or Section 8.

(c) The Warrant Certificates shall be executed in the corporate name and on behalf of the Company by the Chairman (or any Co-Chairman) of the Board of Directors, the Chief Executive Officer, the President or any one of the Vice Presidents of the Company under corporate seal reproduced thereon and attested to by the Secretary or one of the Assistant Secretaries of the

Company, either manually or by facsimile signature printed thereon. The Warrant Certificates shall be manually countersigned by the Warrant Agent and shall not be valid for any purpose unless so countersigned. In case any officer of the Company whose signature shall have been placed upon any of the Warrant Certificates shall cease to be such officer of the Company before countersignature by the Warrant Agent and issue and delivery thereof, such Warrant Certificates may, nevertheless, be countersigned by the Warrant Agent and issued and delivered with the same force and effect as though such person had not ceased to be such officer of the Company, and any Warrant Certificate may be signed on behalf of the Company by such person as, at the actual date of the execution of such Warrant Certificate, shall be a proper officer of the Company, although at the date of the execution of this Agreement any such person was not such officer.

2.4 Global Warrant Certificates.

(a) Any Global Warrant Certificate shall bear the legend substantially in the form set forth in Exhibit A hereto (the "***Global Warrant Legend***").

(b) So long as a Global Warrant Certificate is registered in the name of the Depositary or its nominee, members of, or participants in, the Depositary ("***Agent Members***") shall have no rights under this Agreement with respect to the Warrants evidenced by such Global Warrant Certificate held on their behalf by the Depositary or its custodian, and the Depositary may be treated by the Company, the Warrant Agent and any agent of the Company or the Warrant Agent as the absolute owner of such Warrants, and as the sole Holder of such Warrant Certificate, for all purposes. Accordingly, any such Agent Member's beneficial interest in such Warrants will be shown only on, and the transfer of such interest shall be effected only through, records maintained by the Depositary or its nominee or its Agent Members, and neither the Company nor the Warrant Agent shall have any responsibility or liability with respect to such records maintained by the Depositary or its nominee or its Agent Members. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Warrant Agent or any agent of the Company or the Warrant Agent from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices governing the exercise of the rights of a holder of any security.

(c) Any holder of a beneficial interest in Warrants evidenced by a Global Warrant Certificate registered in the name of the Depositary or its nominee shall, by acceptance of such beneficial interest, agree that transfers of beneficial interests in the Warrants evidenced by such Global Warrant Certificate may be effected only through a book-entry system maintained by the Holder of such Global Warrant Certificate (or its agent), and that ownership of a beneficial interest in Warrants evidenced thereby shall be reflected solely in such book-entry form.

(d) Transfers of a Global Warrant Certificate registered in the name of the Depositary or its nominee shall be limited to transfers in whole, and not in part, to the Depositary, its successors, and their respective nominees except as set forth in Section 2.4(e). Interests of beneficial owners in a Global Warrant Certificate registered in the name of the Depositary or its nominee shall be transferred in accordance with the Applicable Procedures of the Depositary.

(e) A Global Warrant Certificate registered in the name of the Depositary or its nominee shall be exchanged for Definitive Warrant Certificates only if the Depositary (i) has notified the Company that it is unwilling or unable to continue as or ceases to be a clearing agency registered under Section 17A of the Exchange Act and (ii) a successor to the Depositary registered as a clearing agency under Section 17A of the Exchange Act is not able to be appointed by the Company within 90 days or the Depositary is at any time unwilling or unable to continue as Depositary and a successor to the Depositary is not able to be appointed by the Company within 90 days. In any such event, each Global Warrant Certificate registered in the name of the Depositary or its nominee shall be surrendered to the Warrant Agent for cancellation in accordance with Section 3.5, and the Company shall execute, and the Warrant Agent shall countersign and deliver, to each beneficial owner identified by the Depositary, in exchange for such beneficial owner's beneficial interest in such Global Warrant Certificate, Definitive Warrant Certificates evidencing, in the aggregate, the number of Warrants theretofore represented by such Global Warrant Certificate with respect to such beneficial owner's respective beneficial interest. Any Definitive Warrant Certificate delivered in exchange for an interest in a Global Warrant Certificate pursuant to this Section 2.4(e) shall not bear the Global Warrant Legend. Interests in any Global Warrant Certificate may not be exchanged for Definitive Warrant Certificates other than as provided in this Section 2.4(e).

(f) The Holder of a Global Warrant Certificate registered in the name of the Depositary or its nominee may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action which a Holder of a Warrant Certificate is entitled to take under this Agreement or such Global Warrant Certificate.

(g) Each Global Warrant Certificate will evidence such of the outstanding Warrants as will be specified therein and each shall provide that it evidences the aggregate number of outstanding Warrants from time to time endorsed thereon and that the aggregate number of outstanding Warrants evidenced thereby may from time to time be reduced, to reflect exercises or expirations. Any endorsement of a Global Warrant Certificate to reflect the amount of any decrease in the aggregate number of outstanding Warrants evidenced thereby will be made by the Warrant Agent (i) in the case of an exercise, in accordance with the Applicable Procedures as required by Section 3.2(c) or (ii) in the case of an expiration, in accordance withSection 3.2(b).

(h) The Company initially appoints DTC to act as Depositary with respect to the Global Warrant Certificates.

(i) Every Warrant Certificate authenticated and delivered in exchange for, or in lieu of, a Global Warrant Certificate or any portion thereof, pursuant to this Section 2.4 or Section 8 or Section 10, shall be authenticated and delivered in the form of, and shall be, a Global Warrant Certificate, and a Global Warrant Certificate may not be exchanged for a Definitive Warrant Certificate, in each case, other than as provided in Section 2.4(e). Whenever any provision herein refers to issuance by the Company and countersignature and delivery by the Warrant Agent of a new Warrant Certificate in exchange for the portion of a surrendered Warrant Certificate that has not been exercised, in lieu of the surrender of any Global Warrant Certificate and the issuance, countersignature and delivery of a new Global Warrant Certificate in exchange therefor, the Warrant Agent may endorse such Global Warrant Certificate to reflect a reduction in the number of Warrants evidenced thereby in the amount of Warrants so evidenced that have been so exercised.

(j) Beneficial interests in any Global Warrant Certificate may be transferred to Persons who take delivery thereof in the form of a beneficial interest in the same Global Warrant Certificate in accordance with the Applicable Procedures.

(k) At such time as all Warrants evidenced by a particular Global Warrant Certificate have been exercised or expires, terminates or become void in whole and not in part, such Global Warrant Certificate shall, if not in custody of the Warrant Agent, be surrendered to or retained by the Warrant Agent for cancellation in accordance with Section 3.5.

3. Exercise and Expiration of Warrants.

3.1 Right to Acquire Common Stock Upon Exercise. Each Warrant Certificate shall, when countersigned by the Warrant Agent, entitle the Holder thereof, subject to the provisions thereof and of this Agreement, to acquire from the Company, for each Warrant evidenced thereby, one share of Common Stock at the Exercise Price, subject to adjustment as provided in this Agreement. The Exercise Price, and the number of shares of Common Stock obtainable upon exercise of each Warrant, shall be adjusted from time to time as required by Section 5.1.

3.2 Exercise and Expiration of Warrants.

(a) Exercise of Warrants. Subject to and upon compliance with the terms and conditions set forth herein, a Holder of a Warrant Certificate may exercise all or any whole number of the Warrants evidenced thereby, on any Business Day from and after the Original Issue Date until 5:00 p.m., New York time, on the Expiration Date, for the shares of Common Stock obtainable thereunder.

(b) Expiration of Warrants. The Warrants, to the extent not exercised prior thereto, shall automatically expire, terminate and become void as of 5:00 p.m., New York time, on the Expiration Date. No further action of any Person (including by, or on behalf of, any Holder, the Company, or the Warrant Agent) shall be required to effectuate the expiration of Warrants pursuant to this Section 3.2(b).

(c) Method of Exercise. In order for a Holder to exercise all or any of the Warrants represented by a Warrant Certificate, the Holder thereof must (i) (x) in the case of a Global Warrant Certificate, deliver to the Warrant Agent an exercise form for the election to exercise such Warrants substantially in the form set forth in Exhibit A hereto (an "***Exercise Form***"), setting forth the number of Warrants being exercised and otherwise properly completed and duly executed by the Holder thereof and deliver such Warrants by book-entry transfer through the facilities of the Depositary to the Warrant Agent in accordance with the Applicable Procedures and otherwise comply with the Applicable Procedures in respect of the exercise of such Warrants or (y) in the case of a Definitive Warrant Certificate, at the Corporate Agency Office, (I) deliver to the Warrant Agent an Exercise Form, setting forth the number of Warrants being exercised and otherwise properly completed and duly executed by the Holder thereof, and (II) surrender to the Warrant Agent the Definitive Warrant Certificate evidencing such Warrants; and (ii) pay to the Warrant Agent an amount equal to (x) all taxes required to be paid by the Holder, if any, pursuant to Section 3.4 prior to, or concurrently with, exercise of such Warrants and (y) the aggregate of the Exercise Price in respect of each share of Common Stock into which such Warrants are exercisable, in case of (x) and (y), by cashier's check payable to the order of the Company, or by wire transfer in immediately available funds to such account of the Company at such banking institution as the Company shall have designated from time to time for such purpose in accordance with Section 11.1(b).

(d) Partial Exercise. If fewer than all the Warrants represented by a Warrant Certificate are exercised, (i) in the case of exercise of Warrants evidenced by a Global Warrant Certificate, the Warrant Agent shall endorse the "Schedule of Decreases in Warrants" attached to such Global Warrant Certificate to reflect the Warrants being exercised and (ii) in the case of exercise of Warrants evidenced by a Definitive Warrant Certificate, such Definitive Warrant Certificate shall be surrendered and a new Definitive Warrant Certificate of the same tenor and for the number of Warrants which were not exercised shall be executed by the Company. The Warrant Agent shall countersign the new Definitive Warrant Certificate, registered in such name or names, subject to the provisions of Section 8 regarding registration of transfer and payment of governmental charges in respect thereof, as may be directed in writing by the Holder, and shall deliver the new Definitive Warrant Certificate to the Person or Persons in whose name such new Definitive Warrant Certificate is so registered. The Company, whenever required by the Warrant Agent, will supply the Warrant Agent with Definitive Warrant Certificates duly executed on behalf of the Company for such purpose.

(e) Issuance of Common Stock. Upon due exercise of Warrants evidenced by any Warrant Certificate in conformity with the foregoing provisions of Section 3.2(c), the Warrant Agent shall, when actions specified in Section 3.2(c)(i) have been effected and any payment specified in Section 3.2(c)(ii) is received, deliver to the Company the Exercise Form received pursuant to Section 3.2(c)(i), deliver or deposit all funds received as instructed in writing by the Company and advise the Company by telephone at the end of such day of the amount of funds so deposited to its account. The Company shall thereupon, as promptly as practicable, and in any event within five (5) Business Days after the Exercise Date referred to below, (i) determine the number of shares of Common Stock issuable pursuant to exercise of such Warrants pursuant to Section 3.6 and (ii) (x) in the case of exercise of Warrants evidenced by a Global Warrant Certificate, deliver or cause to be delivered to the Recipient (as defined below) in accordance with the Applicable Procedures shares of Common Stock in book-entry form to be so held through the facilities of DTC in an amount equal to, or, if the Common Stock may not then be held in book-entry form through the facilities of DTC, duly executed certificates representing, or (y) in the case of exercise of Warrants evidenced by Definitive Warrant Certificates, execute or cause to be executed and deliver or cause to be delivered to the Recipient (as defined below) a certificate or certificates representing, in case of (x) and (y), the aggregate number of shares of Common Stock issuable upon such exercise (based upon the aggregate number of Warrants so exercised), as so determined, together with an amount in cash in lieu of any fractional share(s), if the Company so elects pursuant to Section 5.2. The shares of Common Stock in book-entry form or certificate or certificates representing shares of Common Stock so delivered shall be, to the extent possible, in such denomination or denominations as such Holder shall request in the applicable Exercise Form and shall be registered or otherwise placed in the name of, and delivered to, the Holder or, subject to Section 3.4, such other Person as shall be designated by the Holder in such Exercise Form (the Holder or such other Person being referred to herein as the "***Recipient***").

(f) Time of Exercise. Each exercise of a Warrant shall be deemed to have been effected immediately prior to the close of business on the day on which each of the requirements for exercise of such Warrant specified in Section 3.2(c) has been duly satisfied (the "***Exercise Date***"). At such time, subject to Section 5.1(f)(iv), shares of Common Stock in book-entry form or the certificates for the shares of Common Stock issuable upon such exercise as provided in Section 3.2(e) shall be deemed to have been issued and, for all purposes of this Agreement, the Recipient shall, as between such Person and the Company, be deemed to be and entitled to all rights of the holder or record of such Common Stock.

3.3 Application of Funds upon Exercise of Warrants. Any funds delivered to the Warrant Agent upon exercise of any Warrant(s) shall be held by the Warrant Agent in trust for the Company. The Warrant Agent shall promptly deliver and pay to or upon the written order of the Company all funds received by it upon the exercise of any Warrants by bank wire transfer to an account designated by the Company or as the Warrant Agent otherwise may be directed in writing by the Company.

3.4 Payment of Taxes. The Company shall pay any and all taxes (other than income taxes) that may be payable in respect of the issue or delivery of shares of Common Stock on exercise of Warrants pursuant hereto. The Company shall not be required, however, to pay any tax or other charge imposed in respect of any transfer involved in the issue and delivery of shares of Common Stock in book-entry form or any certificates for shares of Common Stock or payment of cash or other property to any Recipient other than the Holder of the Warrant Certificate evidencing the exercised Warrant, and in case of such transfer or payment, the Warrant Agent and the Company shall not be required to issue or deliver any shares of Common Stock in book-entry form or any certificate or pay any cash until (a) such tax or charge has been paid or an amount sufficient for the payment thereof has been delivered to the Warrant Agent or the Company or (b) it has been established to the Company's satisfaction that any such tax or other charge that is or may become due has been paid.

3.5 Cancellation of Warrant Certificates. Any Definitive Warrant Certificate surrendered for exercise shall, if surrendered to the Company, be delivered to the Warrant Agent. All Warrant Certificates surrendered or delivered to or received by the Warrant Agent for cancellation pursuant to this Section 3.5 or Section 2.4(e) or Section 2.4(k) shall be promptly cancelled by the Warrant Agent and shall not be reissued by the Company. The Warrant Agent shall destroy any such cancelled Warrant Certificates and deliver its certificate of destruction to the Company, unless the Company shall otherwise direct.

3.6 Shares Issuable. The number of shares of Common Stock "obtainable upon exercise" of Warrants at any time shall be the number of shares of Common Stock into which such Warrants are then exercisable. The number of shares of Common Stock "into which each Warrant is exercisable" shall be one share, subject to adjustment as provided in Section 5.1.

3.7 Maximum Percentage. A Holder of a Warrant will have notified the Company and the Warrant Agent in writing by submitting the notice form included as Exhibit B attached hereto to the Company and the Warrant Agent prior to the Original Issue Date in the event it elects to be subject to the provisions contained in this Section 3.7; however, no Holder of a Warrant shall be subject to this Section 3.7 unless he, she or it makes such election. If the election is made by a

Holder, the Warrant Agent shall not effect the exercise of the Holder's Warrant, and such Holder shall not have the right to exercise such Warrant, to the extent that after giving effect to such exercise, such Person (together with such Person's Affiliates and any Person who is a member of a group (as defined in Rule 13d-5 under the Exchange Act) with such Person (such Person a "***Group Member***") relating to the equity securities of the Company), to the Warrant Agent's knowledge based solely on the information certified to the Warrant Agent in the Exercise Form, would beneficially own in excess of 9.9% (the "***Maximum Percentage***") of the shares of Common Stock outstanding. For purposes of the foregoing sentence, the aggregate number of shares of Common Stock beneficially owned by such Person, its Affiliates and its Group Members shall include the number of shares of Common Stock issuable upon exercise of the Warrant with respect to which the determination of such sentence is being made, but shall exclude shares of Common Stock that would be issuable upon (x) exercise of the remaining, unexercised portion of the Warrant beneficially owned by such Person and its Affiliates and Group Members, if the shares underlying the Warrant would exceed the Maximum Percentage and (y) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company beneficially owned by such Person and its Affiliates and Group Members (including, without limitation, any convertible notes or convertible preferred stock or warrants) subject to a limitation on conversion or exercise analogous to the limitation contained herein. Except as set forth in the preceding sentence, for purposes of this paragraph, beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act. Solely the Warrant Agent shall determine the extent to which the Warrant is exercisable in accordance with this Section 3.7, and neither the Company nor any transfer agent of the Company shall have any obligation to verify or confirm the accuracy of such determination. For purposes of making the foregoing determination, the Company shall, within two (2) Business Days, confirm orally and in writing to the Warrant Agent the number of shares of Common Stock then outstanding. For any reason at any time, upon the written request of the Holder of the Warrant, the Company shall, within two (2) Business Days, confirm orally and in writing to such Holder the number of shares of Common Stock then outstanding. By written notice to the Company and the Warrant Agent, the Holder of a Warrant may from time to time (i) increase or decrease the Maximum Percentage applicable to such Holder to any other percentage specified in such notice or (ii) revoke its election pursuant to this Section 3.7; provided, however, that any such increase, decrease or revocation shall not be effective until the sixty-first (61st) day after such notice is delivered to the Company and the Warrant Agent.

4. Dissolution, Liquidation or Winding Up.

Unless Section 5.1(h) applies, if, on or prior to the Expiration Date, the Company (or any other Person controlling the Company) shall propose a voluntary or involuntary dissolution, liquidation or winding up (collectively, a "***Winding Up***"; provided that a Winding Up shall not be effected pursuant to a Transaction) of the affairs of the Company, the Company shall give written notice thereof to the Warrant Agent and all Holders in the manner provided in Section 11.1(b) prior to the date on which such transaction is expected to become effective or, if earlier, the record date for such transaction. Such notice shall also specify the date as of which the holders of record of the shares of Common Stock shall be entitled to exchange their shares for securities, money or other property deliverable upon such dissolution, liquidation or winding up, as the case may be, on which date each Holder of Warrant Certificates shall receive the securities, money or other property which such Holder would have been entitled to receive had such Holder been the holder of record of the shares of Common Stock into which the Warrants were exercisable immediately prior to such dissolution, liquidation or winding up (net of the then applicable Exercise Price) and the rights to exercise the Warrants shall terminate.

Unless Section 5.1(h) applies, in case of any Winding Up of the Company, the Company shall deposit with the Warrant Agent any funds or other property which the Holders are entitled to receive pursuant to the above paragraph, together with a Company Order as to the distribution thereof. After receipt of such deposit from the Company and after receipt of surrendered Warrant Certificates evidencing Warrants, the Warrant Agent shall make payment in appropriate amount to such Person or Persons as it may be directed in writing by the Holder surrendering such Warrant Certificate. The Warrant Agent shall not be required to pay interest on any money deposited pursuant to the provisions of this Section 4 except such as it shall agree with the Company to pay thereon. Any moneys, securities or other property which at any time shall be deposited by the Company or on its behalf with the Warrant Agent pursuant to this Section 4 shall be, and are hereby, assigned, transferred and set over to the Warrant Agent in trust for the purpose for which such moneys, securities or other property shall have been deposited; provided that moneys, securities or other property need not be segregated from other funds, securities or other property held by the Warrant Agent except to the extent required by law.

5. Adjustments.

5.1 Adjustments. In order to prevent dilution of the rights granted under the Warrants and to grant the Holders certain additional rights, the Exercise Price shall be subject to adjustment from time to time only as specifically provided in this Section 5.1 and the number of shares of Common Stock obtainable upon exercise of Warrants shall be subject to adjustment from time to time only as specifically provided in this Section 5.1.

(a) Subdivisions and Combinations. In the event the Company shall, at any time or from time to time after the Original Issue Date while any Warrants remain outstanding and unexpired in whole or in part, effect a subdivision (by any stock split, subdivision or otherwise) of the outstanding shares of Common Stock into a greater number of shares of Common Stock (other than (x) a subdivision upon a Transaction to which Section 5.1(h) applies or (y) a stock split effected by means of a stock dividend or distribution to which Section 5.1(b) applies), then and in each such event the Exercise Price in effect at the opening of business on the day after the date upon which such subdivision becomes effective shall be proportionately decreased. Conversely, if the Company shall, at any time or from time to time after the Original Issue Date while any Warrants remain outstanding and unexpired in whole or in part, effect a combination (by any reverse stock split, combination or otherwise) of the outstanding shares of Common Stock into a smaller number of shares of Common Stock (other than a combination upon a Transaction to which Section 5.1(h) applies), then and in each such event the Exercise Price in effect at the opening of business on the day after the date upon which such combination becomes effective shall be proportionately increased. Any adjustment under this Section 5.1(a) shall become effective immediately after the opening of business on the day after the date upon which the subdivision or combination becomes effective.

(b) Stock Dividends. In the event the Company shall, at any time or from time to time after the Original Issue Date while any Warrants remain outstanding and unexpired in whole or in part, make or issue to the holders of its Common Stock a dividend or distribution payable in, or otherwise make or issue a dividend or other distribution on any class of its capital stock payable in, shares of Common Stock (other than a dividend or distribution upon a Transaction to which Section 5.1(h) applies), then and in each such event the Exercise Price in effect at the opening of business on the day after the date for the determination of the holders of shares of Common Stock entitled to receive such dividend or distribution shall be decreased by multiplying such Exercise Price by a fraction (not to be greater than 1):

(i) the numerator of which shall be the total number of shares of Common Stock issued and outstanding at the close of business on such date for determination; and

(ii) the denominator of which shall be the total number of shares of Common Stock issued and outstanding at the close of business on such date for determination plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Any adjustment under this Section 5.1(b) shall, subject to Section 5.1(f)(iv), become effective immediately after the opening of business on the day after the date for the determination of the holders of shares of Common Stock entitled to receive such dividend or distribution.

(c) Reclassifications. A reclassification of the Common Stock (other than any such reclassification in connection with a Transaction to which Section 5.1(h) applies) into shares of Common Stock and shares of any other class of stock shall be deemed:

(i) a Spin-Off Dividend by the Company to the holders of its Common Stock of such shares of such other class of stock for the purposes and within the meaning of Section 5.1(d) (and the effective date of such reclassification shall be deemed to be "the date for the determination of the holders of Common Stock entitled to receive such Spin-Off Dividend" for the purposes and within the meaning of Section 5.1(d)); and

(ii) if the outstanding shares of Common Stock shall be changed into a larger or smaller number of shares of Common Stock as a part of such reclassification, such change shall be deemed a subdivision or combination, as the case may be, of the outstanding shares of Common Stock for the purposes and within the meaning of Section 5.1(a) (and the effective date of such reclassification shall be deemed to be "the date upon which such subdivision becomes effective" or "the date upon which such combination becomes effective," as applicable, for the purposes and within the meaning of Section 5.1(a)).

(d) Spin-Off Dividend. In the event the Company shall, at any time or from time to time after the Original Issue Date while any Warrants remain outstanding and unexpired in whole or in part, make or issue any Spin-Off Dividend, then and in each such event, the Exercise Price in effect immediately prior to the close of business on the date for the determination of the holders of Common Stock entitled to receive such Spin-Off Dividend shall be decreased by multiplying such Exercise Price by a fraction (not to be greater than 1):

(i) the numerator of which shall be the Current Market Price per share of Common Stock on such date for determination minus the portion applicable to one share of Common Stock of the Fair Market Value (as determined in good faith by the Board of Directors, whose determination shall be evidenced by a resolution of the Board of Directors filed with the Warrant Agent) of such Spin-Off Dividend so distributed; and

(ii) the denominator of which shall be such Current Market Price per share of Common Stock.

Any adjustment under this Section 5.1(d) shall, subject to Section 5.1(f)(v) become effective immediately prior to the opening of business on the day after the date for the determination of the holders of Common Stock entitled to receive such Spin-Off Dividend. If the Board of Directors determines the Fair Market Value of any Spin-Off Dividend for purposes of this Section 5.1(d) by reference to the actual or when issued trading market for any securities comprising such Spin-Off Dividend, it must in doing so consider the volume weighted average prices in such market on the same date used in computing the Current Market Price per share of Common Stock.

For purposes of clarity, if a Spin-Off Dividend would have reduced the Exercise Price to an amount below the par value per share of the Common Stock, the Exercise Price will be reduced to the par value per share of the Common Stock.

(e) Special Dividends. In the event the Company shall, at any time or from time to time after the Original Issue Date while any Warrants remain outstanding and unexpired in whole or in part, pay or make any Special Dividend, then and in each such event, the Exercise Price in effect immediately prior to the close of business on the date for the determination of the holders of Common Stock entitled to receive such Special Dividend shall be decreased (to an amount not less than the lesser of the par value of the Common Stock as of the date hereof and such par value as of such date of determination) by an amount equal to the amount of the cash so distributed to one share of Common Stock.

Any adjustment under this Section 5.1(e) shall, subject to Section 5.1(f)(v), become effective immediately prior to the opening of business on the day after the date for the determination of the holders of Common Stock entitled to receive such Special Dividend.

For purposes of clarity, if a Special Dividend would have reduced the Exercise Price to an amount below the par value per share of the Common Stock, the Exercise Price will be reduced to the par value per share of the Common Stock and any remaining amount of cash of the Special Dividend that would have resulted in a reduction of the Exercise Price below the par value per share of the Common Stock shall be disregarded.

(f) Other Provisions Applicable to Adjustments. The following provisions shall be applicable to the making of adjustments to the Exercise Price and the number of shares of Common Stock into which each Warrant is exercisable under Section 5.1:

(i) Treasury Stock. The dividend or distribution of any issued shares of Common Stock owned or held by or for the account of the Company shall be deemed a dividend or distribution of shares of Common Stock for purposes of Section 5.1(b). The Company shall not make or issue any dividend or distribution on shares of Common Stock held in the treasury of the Company. For the purposes of Section 5.1(b), the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of the Company.

(ii) When Adjustments Are to be Made. The adjustments required by Section 5.1(a), Section 5.1(b), Section 5.1(c), Section 5.1(d) and Section 5.1(e) shall be made whenever and as often as any specified event requiring an adjustment shall occur, except that no adjustment of the Exercise Price that would otherwise be required shall be made unless and until such adjustment either by itself or with other adjustments not previously made increases or decreases the Exercise Price immediately prior to the making of such adjustment by at least 1%. Any adjustment representing a change of less than such minimum amount (except as aforesaid) shall be carried forward and made as soon as such adjustment, together with other adjustments required by Section 5.1(a), Section 5.1(b), Section 5.1(c), Section 5.1(d) and Section 5.1(e) and not previously made, would result in such minimum adjustment.

(iii) Fractional Interests. In computing adjustments under this Section 5.1, fractional interests in Common Stock shall be taken into account to the nearest one-thousandth of a share.

(iv) Deferral of Issuance Upon Exercise. In any case in which Section 5.1(b) or Section 5.1(d) shall require that a decrease in the Exercise Price be made effective prior to the occurrence of a specified event and any Warrant is exercised after the time at which the adjustment became effective but prior to the occurrence of such specified event and, in connection therewith, Section 5.1(g) shall require a corresponding increase in the number of shares of Common Stock into which each Warrant is exercisable, the Company may elect to defer (but not in any event later than the Expiration Date or the closing date of the applicable Sale Transaction) until the occurrence of such specified event (A) the issuance to the Holder of the Warrant Certificate evidencing such Warrant (or other Person entitled thereto) of, and the registration of such Holder (or other Person) as the record holder of, the Common Stock over and above the Common Stock issuable upon such exercise on the basis of the number of shares of Common Stock obtainable upon exercise of such Warrant immediately prior to such adjustment and to require payment in respect of such number of shares the issuance of which is not deferred on the basis of the Exercise Price in effect immediately prior to such adjustment and (B) the corresponding reduction in the Exercise Price; provided, however, that the Company shall deliver to such Holder or other person a due bill or other appropriate instrument that meet any applicable requirements of the principal national securities exchange or other market on which the Common Stock is then traded and evidences the right of such Holder or other Person to receive, and to become the record holder of, such additional shares of Common Stock, upon the occurrence of such specified event requiring such adjustment (without payment of any additional Exercise Price in respect of such additional shares).

(v) Deferral of Reduction in Exercise Price. In any case in which Section 5.1(e) shall require that a decrease in the Exercise Price be made effective prior to the occurrence of a specified event and any Warrant is exercised after the time at which the adjustment became effective but prior to the occurrence of such specified event, the Company may elect to defer (but not in any event later than the Expiration Date or the closing date of the applicable Sale Transaction) until the occurrence of such specified event the corresponding reduction in the Exercise Price; provided, however, that the Company shall deliver to the Holder of the Warrant Certificate evidencing such Warrant an appropriate instrument that evidences the right of such Holder to receive from the Company, upon the occurrence of such specified event requiring such adjustment, a cash refund equal to the difference between (x) the Exercise Price paid to the Company on the Exercise Date and (y) the Exercise Price as so reduced as a result of such adjustment pursuant to Section 5.1(e).

(g) Adjustment to Shares Obtainable Upon Exercise. Whenever the Exercise Price is adjusted as provided in this Section 5.1 (other than in Section 5.1(e) in the case of a Special Dividend), the number of shares of Common Stock into which a Warrant is exercisable shall simultaneously be adjusted by multiplying such number of shares of Common Stock into which a Warrant is exercisable immediately prior to such adjustment by a fraction, the numerator of which shall be the Exercise Price immediately prior to such adjustment, and the denominator of which shall be the Exercise Price immediately thereafter.

(h) Changes in Common Stock. In case at any time or from time to time after the Original Issue Date while any Warrants remain outstanding and unexpired in whole or in part, the Company (including any Successor Company) shall be a party to or shall otherwise engage in any transaction or series of related transactions constituting: (1) a consolidation of the Company with, a merger of the Company into, a sale of all or substantially all of the assets of the Company and its Subsidiaries (taken as a whole) to, any other Person, or any similar transaction, in each case, in which the previously outstanding shares of Common Stock shall be entitled to receive (either directly or upon subsequent liquidation), cancelled, reclassified or converted or changed into or exchanged for securities or other property (including cash) or any combination of the foregoing (a "***Non-Surviving Transaction***"), or (2) any merger of another Person into the Company in which the previously outstanding shares of Common Stock shall be cancelled, reclassified or converted or changed into or exchanged for securities of the Company or other property (including cash) or any combination of the foregoing (a "***Surviving Transaction***"; any Non-Surviving Transaction or Surviving Transaction being herein called a "***Transaction***"); then:

(x) if such Transaction constitutes a Sale Cash Only Transaction, then, at the effective time of the consummation of such Sale Cash Only Transaction, (i) any Warrants not exercised prior to the closing of such Sale Cash Only Transaction shall automatically expire, terminate and become void and (ii) the Company shall deliver or cause to be delivered to the Holder of each Warrant Certificate evidencing any unexercised Warrants, cash in an amount, for each Warrant so evidenced, equal to (1) the product of (I) the number of shares of Common Stock into which such Warrant was exercisable immediately prior to such closing and (II) the positive difference, if any, of the Fair Market Value of the Cash Consideration per share of Common Stock in the Transaction and the Exercise Price per share of Common Stock immediately prior to such closing plus (2) if the effective time of

the consummation of such Transaction is prior to both (a) the eighteen (18) month anniversary of the Original Issue Date and (b) the effective time of any Sale Securities Only Transaction or Sale Cash and Securities Transaction that occurs after the Original Issue Date, the lesser of (I) the Black-Scholes Value Limit with respect to such Sale Cash Only Transaction and (II) the Black-Scholes Value of each Warrant as of the date of the consummation of the Sale Cash Only Transaction; or

(y) if such Transaction is a Redomestication Transaction, a Non-Sale Transaction, a Sale Cash and Securities Transaction or a Sale Securities Only Transaction:

(i) as a condition to the consummation of such Transaction, the Company shall (or, in the case of any Non-Surviving Transaction, the Company shall cause such other Person to) execute and deliver to the Warrant Agent a written instrument providing that:

(A) if such Transaction constitutes a Redomestication Transaction or a Non-Sale Transaction, any Warrant that remains outstanding in whole or in part, upon the exercise thereof at any time on or after the consummation of such Transaction, shall be exercisable (on such terms and subject to such conditions as shall be as nearly equivalent as may be practicable to the provisions set forth in this Agreement) into, in lieu of the Common Stock issuable upon such exercise prior to such consummation, only the securities or other property ("***Substituted Property***") that would have been receivable upon such Transaction by a Qualifying Electing Person holding the number of shares of Common Stock into which such Warrant was exercisable immediately prior to such Transaction and for an aggregate Exercise Price for such Warrant equal to the product of (I) the number of shares of Common Stock into which such Warrant was exercisable immediately prior to such Transaction and (II) the Exercise Price per share of Common Stock immediately prior to such Transaction; provided that if (i) such Non-Sale Transaction would have otherwise been a Sale Cash Only Transaction (but for the percentage beneficial ownership of a Specified Person specified in the definition of such term that caused such Non-Sale Transaction to become such) and (ii) such Warrants would not be entitled to any amount of cash pursuant to Subsection 5.1(h)(x)(ii)(1) or Subsection 5.1(h)(x)(ii)(2), then the Warrants shall automatically expire, terminate and become void upon the closing of such Non-Sale Transaction;

(B) if such Transaction constitutes a Sale Securities Only Transaction, any Warrant that remains outstanding in whole or in part, upon the exercise thereof at any time on or after the consummation of such Transaction, shall be exercisable (on such terms and subject to such conditions as shall be as nearly equivalent as may be practicable to the provisions set forth in this Agreement) into, in lieu of the Common Stock issuable upon such exercise prior to such consummation, only the securities ("***Substituted Securities***") that would have been receivable upon the consummation of such Transaction by a Qualifying Person holding the number of shares of Common Stock into which such Warrant was exercisable immediately prior to such Transaction and for an aggregate Exercise Price for such Warrant equal to the product of (I) the number of shares of Common Stock into which such Warrant was exercisable immediately prior to such Transaction and (II) the Exercise Price per share of Common Stock immediately prior to such Transaction; or

(C) if such Transaction constitutes a Sale Cash and Securities Transaction, any Warrant that remains outstanding in whole or in part, upon the exercise thereof at any time on or after the consummation of such Transaction, shall be exercisable (on such terms and subject to such conditions as shall be as nearly equivalent as may be practicable to the provisions set forth in this Agreement) into, in lieu of the Common Stock issuable upon such exercise prior to such consummation, only the Substituted Securities that would have been receivable upon such Transaction by a Qualifying Person holding the number of shares of Common Stock into which such Warrant was exercisable immediately prior to such Transaction and for an aggregate Exercise Price for such Warrant equal to the product of (I) the number of shares of Common Stock into which such Warrant was exercisable immediately prior to such Transaction and (II) the Exercise Price per share of Common Stock immediately prior to such time as decreased (to an amount not less than the lesser of the par value of the Common Stock as of the date hereof and such par value as of such date of determination) by an amount equal to the Fair Market Value of the Cash Consideration per share of Common Stock receivable in such Sale Cash and Securities Transaction by a Qualifying Person; provided further, however, that if, as the result of rights of election, the kind or amount of securities, cash and other property receivable upon such Sale Cash and Securities Transaction is not the same for each share of Common Stock held by a Qualifying Person, then, for the purposes of this Section 5.1(h)(y)(i)(C), the kind and amount of securities, cash and other property receivable upon such Sale Cash and Securities Transaction for each share of Common Stock held by a Qualifying Person shall be deemed to be the pro rata kind and amount per share of Common Stock (determined on the basis of all outstanding shares of Common Stock held by Qualifying Persons) actually received by all Qualifying Persons;

(ii) except as otherwise specified in Section 5.1(h)(y)(i), the rights and obligations of the Company (or, in the event of a Non-Surviving Transaction, such other Person) and the Holders in respect of Substituted Property (in the case of Section 5.1(h)(y)(i)(A)) or Substituted Securities (in the case of Section 5.1(h)(y)(i)(B) or (C)) shall be substantially unchanged to be as nearly equivalent as may be practicable to the rights and obligations of the Company and Holders in respect of Common Stock hereunder as set forth in Section 3.1 hereof; and

(iii) such written instrument under clause (y)(i) above shall provide for adjustments which, for events subsequent to the effective date of such written instrument, shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section 5. The above provisions of this Section 5.1(h) shall similarly apply to successive Transactions.

For the avoidance of doubt, notwithstanding anything to the contrary contained herein, (i) in no event shall a Holder be entitled to any Fair Market Value on account of the Warrants (using the Black-Scholes Value or otherwise) in any Sale Cash Only Transaction (other than the amount of cash specified in Section 5.1(h)(x)(ii)(1)) if the effective time of the consummation of a Sale Cash Only Transaction is prior to the eighteen (18) month anniversary of the Original Issue Date but after the effective time of any Sale Securities Only Transaction or Sale Cash and Securities Transaction that occurs after the Original Issue Date and (ii) in no event shall a Holder be entitled to any Fair Market Value on account of the Warrants (using the Black-Scholes Value or otherwise) in any Sale Cash and Securities Transaction, Sale Securities Only Transaction, Redomestication Transaction or Non-Sale Transaction (other than the amount of Substituted Property or Substituted Securities, as applicable, specified in Section 5.1(h)(y)(i)(A), (B) or (C), as applicable).

(i) Compliance with Governmental Requirements. Before taking any action that would cause an adjustment reducing the Exercise Price below the then par value of any of the shares of Common Stock into which the Warrants are exercisable, the Company will take any corporate action that may be necessary in order that the Company may validly and legally issue fully paid and non-assessable shares of such Common Stock at such adjusted Exercise Price.

(j) Optional Tax Adjustment. The Company may at its option, at any time during the term of the Warrants, increase the number of shares of Common Stock into which each Warrant is exercisable, or decrease the Exercise Price, in addition to those changes required by Section 5.1(a), Section 5.1(b), Section 5.1(c), Section 5.1(d) or Section 5.1(e) as deemed advisable by the Board of Directors of the Company, in order that any event treated for Federal income tax purposes as a dividend of stock or stock rights shall not be taxable to the recipients.

(k) Warrants Deemed Exercisable. For purposes solely of this Section 5, the number of shares of Common Stock which the holder of any Warrant would have been entitled to receive had such Warrant been exercised in full at any time or into which any Warrant was exercisable at any time shall be determined assuming such Warrant was exercisable in full at such time.

(l) Notice of Adjustment. Upon the occurrence of each adjustment of the Exercise Price or the number of shares of Common Stock into which a Warrant is exercisable pursuant to this Section 5.1, the Company at its expense shall promptly:

(i) compute such adjustment in accordance with the terms hereof;

(ii) after such adjustment becomes effective, deliver to all Holders, in accordance withSection 11.1(b) and Section 11.2 (including by means of a current report on Form 8-K), a notice setting forth such adjustment and showing in detail the facts upon which such adjustment (including the kind and amount of securities, cash or other property for which the Warrants shall be exercisable and the Exercise Price) is based; and

(iii) deliver to the Warrant Agent a certificate of the Treasurer of the Company setting forth the Exercise Price and the number of shares of Common Stock into which each Warrant is exercisable after such adjustment and setting forth a brief statement of the facts requiring such adjustment and the computation by which such adjustment was made (including a description of the basis on which the Current Market Price of the Common Stock or the Fair Market Value of any evidences of indebtedness, shares of capital stock, securities, cash or other assets or consideration used in the computation was determined). As provided in Section 10.1, the Warrant Agent shall be entitled to rely on such certificate and shall be under no duty or responsibility with respect to any such certificate, except to exhibit the same from time to time to any Holder desiring an inspection thereof during reasonable business hours.

(m) Statement on Warrant Certificates. Irrespective of any adjustment in the Exercise Price or amount or kind of shares into which the Warrants are exercisable, Warrant Certificates theretofore or thereafter issued may continue to express the same Exercise Price initially applicable or amount or kind of shares initially issuable upon exercise of the Warrants evidenced thereby pursuant to this Agreement.

5.2 Fractional Interest. The Company shall not be required upon the exercise of any Warrant to issue any fractional shares, but may, in lieu of issuing any fractional shares of Common Stock make an adjustment therefore in cash on the basis of the Current Market Price per share of Common Stock on the date of such exercise. If Warrant Certificates evidencing more than one Warrant shall be presented for exercise at the same time by the same Holder, the number of full shares of Common Stock which shall be issuable upon such exercise thereof shall be computed on the basis of the aggregate number of Warrants so to be exercised. The Holders, by their acceptance of the Warrant Certificates, expressly waive their right to receive any fraction of a share of Common Stock or a stock certificate representing a fraction of a share of Common Stock.

5.3 No Other Adjustments. Except in accordance withSection 5.1, the applicable Exercise Price and the number of shares of Common Stock obtainable upon exercise of any Warrant will not be adjusted for the issuance of Common Stock or any securities convertible into or exchangeable for Common Stock or carrying the right to purchase any of the foregoing, including, without limitation:

(i) upon the issuance of any other securities by the Company on or after the Original Issue Date, whether or not contemplated by the Plan, or upon the issuance of shares of Common Stock upon the exercise of any such securities;

(ii) upon the issuance of any shares of Common Stock or other securities or any payments pursuant to the Management Incentive Plan (as defined in the Plan) or any other equity incentive plan of the Company;

(iii) upon the issuance of any shares of Common Stock pursuant to the exercise of the Warrants; or

(iv) upon the issuance of any shares of Common Stock or other securities of the Company in connection with a business acquisition transaction.

6. Loss or Mutilation.

If (a) any mutilated Warrant Certificate is surrendered to the Warrant Agent or (b) both (i) there shall be delivered to the Company and the Warrant Agent (A) a claim by a Holder as to the destruction, loss or wrongful taking of any Warrant Certificate of such Holder and a request thereby for a new replacement Warrant Certificate, and (B) such indemnity bond as may be required by them to save each of them and any agent of either of them harmless and (ii) such other reasonable requirements as may be imposed by the Company and the Warrant Agent as permitted by Section 8-405 of the Uniform Commercial Code have been satisfied, then, in the absence of notice to the Company or the Warrant Agent that such Warrant Certificate has been acquired by a "protected purchaser" within the meaning of Section 8-405 of the Uniform Commercial Code, the Company shall execute and upon its written request the Warrant Agent shall countersign and deliver to the registered Holder of the lost, wrongfully taken, destroyed or mutilated Warrant Certificate, in exchange therefore or in lieu thereof, a new Warrant Certificate of the same tenor and for a like aggregate number of Warrants. At the written request of such registered Holder, the new Warrant Certificate so issued shall be retained by the Warrant Agent as having been surrendered for exercise, in lieu of delivery thereof to such Holder, and shall be deemed for purposes of Section 3.2 to have been surrendered for exercise on the date the conditions specified in clauses (a) or (b) of the preceding sentence were first satisfied.

Upon the issuance of any new Warrant Certificate under this Section 6, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and other expenses (including the fees and expenses of the Warrant Agent and of counsel to the Company) in connection therewith.

Every new Warrant Certificate executed and delivered pursuant to this Section 6 in lieu of any lost, wrongfully taken or destroyed Warrant Certificate shall constitute an additional contractual obligation of the Company, whether or not the allegedly lost, wrongfully taken or destroyed Warrant Certificate shall be at any time enforceable by anyone, and shall be entitled to the benefits of this Agreement equally and proportionately with any and all other Warrant Certificates duly executed and delivered hereunder.

The provisions of this Section 6 are exclusive and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement of mutilated, lost, wrongfully taken, or destroyed Warrant Certificates.

7. Reservation and Authorization of Common Stock.

The Company covenants that, for the duration of the Exercise Period, the Company will at all times reserve and keep available, from its authorized and unissued Common Stock solely for issuance and delivery upon the exercise of the Warrants and free of preemptive rights, such number of shares of Common Stock and other securities, cash or property as from time to time shall be issuable upon the exercise in full of all outstanding Warrants for cash. The Company further covenants that it shall, from time to time, take all steps necessary to increase the authorized number of shares of its Common Stock if at any time the authorized number of shares of Common Stock remaining unissued would otherwise be insufficient to allow delivery of all the shares of Common Stock then deliverable upon the exercise in full of all outstanding Warrants. The Company covenants that all shares of Common Stock issuable upon exercise of the Warrants will, upon issuance, be duly and validly issued, fully paid and nonassessable and will be free of restrictions on transfer and will be free from all taxes, liens and charges in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously or otherwise specified herein). The Company shall take all such actions as may be necessary to ensure that all such shares of Common Stock may be so issued without violation of any applicable law or governmental regulation or any requirements of any U.S. national securities exchange upon which shares of Common Stock may be listed (except for official notice of issuance which shall be immediately delivered by the Company upon each such issuance). The Company covenants that all shares of Common Stock will, at all times that Warrants are exercisable, be duly approved for listing subject to official notice of issuance on each securities exchange, if any, on which the Common Stock is then listed. The Company covenants that the stock certificates, if any, issued to evidence any shares of Common Stock issued upon exercise of Warrants will comply with the Delaware General Corporation Law and any other applicable law.

The Company hereby authorizes and directs its current and future transfer agents for the Common Stock at all times to reserve stock certificates for such number of authorized shares, to the extent as, and if, required. The Warrant Agent is hereby authorized to requisition from time to time from any such transfer agents stock certificates required to honor outstanding Warrants upon exercise thereof in accordance with the terms of this Agreement, and the Company hereby authorizes and directs such transfer agents to comply with all such requests of the Warrant Agent. The Company will supply such transfer agents with duly executed stock certificates for such purposes, to the extent as, and if, required.

8. Warrant Transfer Books.

The Warrant Agent will maintain an office (the "***Corporate Agency Office***") in the United States of America, where Warrant Certificates may be surrendered for registration of transfer or exchange and where Warrant Certificates may be surrendered for exercise of Warrants evidenced thereby, which office is 1110 Centre Point Curve, Suite 101, Mendota Heights, MN 55120-4101, on the Original Issue Date. The Warrant Agent will give prompt written notice to all Holders of Warrant Certificates of any change in the location of such office.

The Warrant Certificates evidencing the Warrants shall be issued in registered form only. The Company shall cause to be kept at the office of the Warrant Agent designated for such purpose a warrant register (the "***Warrant Register***") in which, subject to such reasonable regulations as the Warrant Agent may prescribe and such regulations as may be prescribed by law, the Company shall provide for the registration of Warrant Certificates and of transfers or exchanges of Warrant Certificates as herein provided.

Upon surrender for registration of transfer of any Warrant Certificate at the Corporate Agency Office, the Company shall execute, and the Warrant Agent shall countersign and deliver, in the name of the designated transferee or transferees, one or more new Warrant Certificates evidencing a like aggregate number of Warrants.

At the option of the Holder, Warrant Certificates may be exchanged at the office of the Warrant Agent upon payment of the charges hereinafter provided for other Warrant Certificates evidencing a like aggregate number of Warrants. Whenever any Warrant Certificates are so surrendered for exchange, the Company shall execute, and the Warrant Agent shall countersign and deliver, the Warrant Certificates of the same tenor and evidencing the same number of Warrants as evidenced by the Warrant Certificates surrendered by the Holder making the exchange.

All Warrant Certificates issued upon any registration of transfer or exchange of Warrant Certificates shall be the valid obligations of the Company, evidencing the same obligations, and entitled to the same benefits under this Agreement, as the Warrant Certificates surrendered for such registration of transfer or exchange.

Every Warrant Certificate surrendered for registration of transfer or exchange shall (if so required by the Company or the Warrant Agent) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Company and the Warrant Agent, duly executed by the Holder thereof or his attorney duly authorized in writing.

No service charge shall be made for any registration of transfer or exchange of Warrant Certificates;provided, however, the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Warrant Certificates.

The Warrant Agent shall, upon request of the Company from time to time, deliver to the Company such reports of registered ownership of the Warrants and such records of transactions with respect to the Warrants and the shares of Common Stock as the Company may request. The Warrant Agent shall also make available to the Company for inspection by the Company's agents or employees, from time to time as the Company may request, such original books of accounts and records maintained by the Warrant Agent in connection with the issuance and exercise of Warrants hereunder, such inspections to occur at the Corporate Agency Office during normal business hours.

The Warrant Agent shall keep copies of this Agreement and any notices given to Holders hereunder available for inspection by the Holders during normal business hours at the Corporate Agency Office. The Company shall supply the Warrant Agent from time to time with such numbers of copies of this Agreement as the Warrant Agency may request.

9. Warrant Holders.

9.1 No Voting or Dividend Rights.

(a) No Holder of a Warrant Certificate evidencing any Warrant shall have or exercise any rights by virtue hereof as a holder of Common Stock of the Company, including, without limitation, the right to vote, to receive dividends and other distributions as a holder of Common Stock or to receive notice of, or attend, meetings or any other proceedings of the holders of Common Stock.

(b) The consent of any Holder of a Warrant Certificate shall not be required with respect to any action or proceeding of the Company.

(c) Except as provided in Section 4, no Holder of a Warrant Certificate, by reason of the ownership or possession of a Warrant or the Warrant Certificate representing the same, shall have any right to receive any cash dividends, stock dividends, allotments or rights or other distributions paid, allotted or distributed or distributable to the holders of Common Stock prior to, or for which the relevant record date preceded, the date of the exercise of such Warrant.

(d) No Holder of a Warrant Certificate shall have any right not expressly conferred hereunder or under, or by applicable law with respect to, the Warrant Certificate held by such Holder.

9.2 Rights of Action. All rights of action against the Company in respect of this Agreement, except rights of action vested in the Warrant Agent, are vested in the Holders of the Warrant Certificates, and any Holder of any Warrant Certificate, without the consent of the Warrant Agent or the Holder of any other Warrant Certificate, may, in such Holder's own behalf and for such Holder's own benefit, enforce and may institute and maintain any suit, action or proceeding against the Company suitable to enforce, or otherwise in respect of, such Holder's right to exercise such Holder's Warrants in the manner provided in this Agreement.

9.3 Treatment of Holders of Warrant Certificates. Every Holder, by virtue of accepting a Warrant Certificate, consents and agrees with the Company, with the Warrant Agent and with every subsequent holder of such Warrant Certificate that, prior to due presentment of such Warrant Certificate for registration of transfer, the Company and the Warrant Agent may treat the Person in whose name the Warrant Certificate is registered as the owner thereof for all purposes and as the Person entitled to exercise the rights granted under the Warrants, and neither the Company, the Warrant Agent nor any agent thereof shall be affected by any notice to the contrary.

10. Concerning the Warrant Agent.

10.1 Nature of Duties and Responsibilities Assumed. The Company hereby appoints the Warrant Agent to act as agent of the Company as set forth in this Agreement. The Warrant Agent hereby accepts the appointment as agent of the Company and agrees to perform that agency upon the terms and conditions set forth in this Agreement and in the Warrant Certificates or as the Company and the Warrant Agent may hereafter agree, by all of which the Company and the Holders of Warrant Certificates, by their acceptance thereof, shall be bound; provided, however, that the terms and conditions contained in the Warrant Certificates are subject to and governed by this Agreement or any other terms and conditions hereafter agreed to by the Company and the Warrant Agent.

The Warrant Agent shall not, by countersigning Warrant Certificates or by any other act hereunder, be deemed to make any representations as to validity or authorization of (i) the Warrants or the Warrant Certificates (except as to its countersignature thereon), (ii) any securities or other property delivered upon exercise of any Warrant, (iii) the accuracy of the computation of the number or kind or amount of stock or other securities or other property deliverable upon exercise of any Warrant or (iv) the correctness of any of the representations of the Company made in such certificates that the Warrant Agent receives. The Warrant Agent shall not at any time have any duty to calculate or determine whether any facts exist that may require any adjustments pursuant to Section 5 hereof with respect to the kind and amount of shares or other securities or any property issuable to Holders upon the exercise of Warrants required from time to time. The Warrant Agent shall have no duty or responsibility to determine the accuracy or correctness of such calculation or with respect to the methods employed in making the same. The Warrant Agent shall not be accountable with respect to the validity or value (or the kind or amount) of any shares of Common Stock or of any securities or property which may at any time be issued or delivered upon the exercise of any Warrant or upon any adjustment pursuant to Section 5 hereof, and it makes no representation with respect thereto. The Warrant Agent shall not be responsible for any failure of the Company to make any cash payment or to issue, transfer or deliver any shares of Common Stock or stock certificates or other securities or property upon the surrender of any Warrant Certificate for the purpose of exercise or upon any adjustment pursuant to Section 5 hereof or to comply with any of the covenants of the Company contained in Section 5 hereof.

The Warrant Agent shall not (i) be liable for any recital or statement of fact contained herein or in the Warrant Certificates or for any action taken, suffered or omitted by it in good faith on the belief that any Warrant Certificate or any other documents or any signatures are genuine or properly authorized, (ii) be responsible for any failure on the part of the Company to comply with any of its covenants and obligations contained in this Agreement or in the Warrant Certificates or (iii) be liable for any act or omission in connection with this Agreement except for its own gross negligence, bad faith or willful misconduct (which gross negligence, bad faith or willful misconduct must be determined by a final, non-appealable judgment of a court of competent jurisdiction).

The Warrant Agent is hereby authorized to accept and protected in accepting instructions with respect to the performance of its duties hereunder by Company Order and to apply to any such officer named in such Company Order for instructions (which instructions will be promptly given in writing when requested), and the Warrant Agent shall not be liable for any action taken or suffered to be taken by it in good faith in accordance with the instructions in any Company Order.

The Warrant Agent may execute and exercise any of the rights and powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys, agents or employees; provided, however, reasonable care has been exercised in the selection and in the continued employment of any such attorney, agent or employee. The Warrant Agent shall not be under any obligation or duty to institute, appear in or defend any action, suit or legal proceeding in respect hereof, unless first indemnified to its satisfaction, but this provision shall not affect the power of the Warrant Agent to take such action as the Warrant Agent may consider proper, whether with or without such indemnity. The Warrant Agent shall promptly notify the Company in writing of any claim made or action, suit or proceeding instituted against it arising out of or in connection with this Agreement.

The Company shall perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further acts, instruments and assurances as may reasonably be required by the Warrant Agent in order to enable it to carry out or perform its duties under this Agreement.

The Warrant Agent shall act solely as agent of the Company hereunder and does not assume any obligation or relationship of agency or trust for or with any of the Holders or any beneficial owners of Warrants. The Warrant Agent shall not be liable except for the failure to perform such duties as are specifically set forth herein or specifically set forth in the Warrant Certificates, and no implied covenants or obligations shall be read into this Agreement against the Warrant Agent whose duties and obligations shall be determined solely by the express provisions hereof or the express provisions of the Warrant Certificates.

10.2 Right to Consult Counsel. The Warrant Agent may at any time consult with legal counsel satisfactory to it (who may be legal counsel for the Company), and the Warrant Agent shall incur no liability or responsibility to the Company or to any Holder for any action taken, suffered or omitted by it in good faith in accordance with the opinion or advice of such counsel.

10.3 Compensation, Reimbursement and Indemnification. The Company agrees to pay the Warrant Agent from time to time compensation for all fees and expenses relating to its services hereunder as the Company and the Warrant Agent may agree from time to time and to reimburse the Warrant Agent for reasonable expenses and disbursements, including reasonable counsel fees incurred in connection with the execution and administration of this Agreement. The Company further agrees to indemnify the Warrant Agent for and hold it harmless against any losses, liabilities or reasonable expenses arising out of or in connection with the acceptance and administration of this Agreement, including the reasonable costs, legal fees and expenses of investigating or defending any claim of such liability, except that the Company shall have no liability hereunder to the extent that any such loss, liability or expense results from the Warrant Agent's own gross negligence, bad faith or willful misconduct (which gross negligence, bad faith or willful misconduct must be determined by a final, non-appealable judgment of a court of competent jurisdiction).

10.4 Warrant Agent May Hold Company Securities. The Warrant Agent, any Countersigning Agent and any stockholder, director, officer or employee of the Warrant Agent or any Countersigning Agent may buy, sell or deal in any of the warrants or other securities of the Company or its Affiliates, become pecuniarily interested in transactions in which the Company or its Affiliates may be interested, contract with or lend money to the Company or its Affiliates or otherwise act as fully and freely as though it were not the Warrant Agent or the Countersigning Agent, respectively, under this Agreement. Nothing herein shall preclude the Warrant Agent or any Countersigning Agent from acting in any other capacity for the Company or for any other legal entity.

10.5 Resignation and Removal; Appointment of Successor.

(a) The Warrant Agent may resign its duties and be discharged from all further duties and liability hereunder (except liability arising as a result of the Warrant Agent's own gross negligence or willful misconduct) after giving 30 days' prior written notice to the Company. The Company may remove the Warrant Agent upon 30 days' written notice, and the Warrant Agent shall thereupon in like manner be discharged from all further duties and liabilities hereunder, except as aforesaid. The Warrant Agent shall, at the expense of the Company, cause notice to be given in accordance with Section 11.1(b) to each Holder of a Warrant Certificate of said notice of resignation or notice of removal, as the case may be. Upon such resignation or removal, the Company shall appoint in writing a new Warrant Agent. If the Company shall fail to make such appointment within a period of 30 calendar days after it has been notified in writing of such resignation by the resigning Warrant Agent or after such removal, then the Holder of any Warrant Certificate may apply to any court of competent jurisdiction for the appointment of a new Warrant Agent. Any new Warrant Agent, whether appointed by the Company or by such a court, shall be a corporation doing business under the laws of the United States or any state thereof in good standing, authorized under such laws to act as Warrant Agent, and having a combined capital and surplus of not less than $25,000,000. The combined capital and surplus of any such new Warrant Agent shall be deemed to be the combined capital and surplus as set forth in the most recent annual report of its condition published by such Warrant Agent prior to its appointment; provided, however, such reports are published at least annually pursuant to law or to the requirements of a Federal or state supervising or examining authority. After acceptance in writing of such appointment by the new Warrant Agent, it shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named herein as the Warrant Agent, without any further assurance, conveyance, act or deed; but if for any reason it shall be reasonably necessary or expedient to execute and deliver any further assurance, conveyance, act or deed, the same shall be done at the reasonable expense of the Company and shall be legally and validly executed and delivered by the resigning or removed Warrant Agent. Not later than the effective date of any such appointment, the Company shall file notice thereof with the resigning or removed Warrant Agent. Failure to give any notice provided for in this Section 10.5(a), however, or any defect therein, shall not affect the legality or validity of the resignation of the Warrant Agent or the appointment of a new Warrant Agent as the case may be.

(b) Any Person into which the Warrant Agent or any new Warrant Agent may be merged, or any corporation resulting from any consolidation to which the Warrant Agent or any new Warrant Agent shall be a party, shall be a successor Warrant Agent under this Agreement without any further act; provided, that, such corporation would be eligible for appointment as successor to the Warrant Agent under the provisions ofSection 10.5(a). Any such successor Warrant Agent shall promptly cause notice of its succession as Warrant Agent to be given in accordance with Section 11.1(b) to each Holder of a Warrant Certificate at such Holder's last address as shown on the Warrant Register.

10.6 Appointment of Countersigning Agent.

(a) The Warrant Agent may appoint a Countersigning Agent or Agents which shall be authorized to act on behalf of the Warrant Agent to countersign Warrant Certificates issued upon original issue and upon exchange, registration of transfer or pursuant to Section 6, and Warrant Certificates so countersigned shall be entitled to the benefits of this Agreement equally and proportionately with any and all other Warrant Certificates duly executed and delivered

hereunder. Wherever reference is made in this Agreement to the countersignature and delivery of Warrant Certificates by the Warrant Agent or to Warrant Certificates countersigned by the Warrant Agent, such reference shall be deemed to include countersignature and delivery on behalf of the Warrant Agent by a Countersigning Agent and Warrant Certificates countersigned by a Countersigning Agent. Each Countersigning Agent shall be acceptable to the Company and shall at the time of appointment be a corporation doing business under the laws of the United States of America or any State thereof in good standing, authorized under such laws to act as Countersigning Agent, and having a combined capital and surplus of not less than $25,000,000. The combined capital and surplus of any such new Countersigning Agent shall be deemed to be the combined capital and surplus as set forth in the most recent annual report of its condition published by such Countersigning Agent prior to its appointment; provided, however, such reports are published at least annually pursuant to law or to the requirements of a Federal or state supervising or examining authority.

(b) Any Person into which a Countersigning Agent may be merged or any corporation resulting from any consolidation to which such Countersigning Agent shall be a party, shall be a successor Countersigning Agent without any further act; provided, that, such corporation would be eligible for appointment as a new Countersigning Agent under the provisions of Section 10.6(a), without the execution or filing of any paper or any further act on the part of the Warrant Agent or the Countersigning Agent. Any such successor Countersigning Agent shall promptly cause notice of its succession as Countersigning Agent to be given in accordance with Section 11.1(b) to each Holder of a Warrant Certificate at such Holder's last address as shown on the Warrant Register.

(c) A Countersigning Agent may resign at any time by giving 30 days' prior written notice thereof to the Warrant Agent and to the Company. The Warrant Agent may at any time terminate the agency of a Countersigning Agent by giving 30 days' prior written notice thereof to such Countersigning Agent and to the Company.

(d) The Warrant Agent agrees to pay to each Countersigning Agent from time to time reasonable compensation for its services under this Section 10.6 and the Warrant Agent shall be entitled to be reimbursed for such payments, subject to the provisions of Section 10.3.

(e) Any Countersigning Agent shall have the same rights and immunities as those of the Warrant Agent set forth in Section 10.1.

11. Notices.

11.1 Notices Generally.

(a) Any request, notice, direction, authorization, consent, waiver, demand or other communication permitted or authorized by this Agreement to be made upon, given or furnished to or filed with the Company or the Warrant Agent by the other party hereto or by any Holder shall be sufficient for every purpose hereunder if in writing (including telecopy communication) and telecopied or delivered by hand (including by courier service) as follows:

if to the Company, to:

Parker Drilling Company
5 Greenway Plaza, Suite 100
Houston, Texas 77046
Attention: John Edward Menger and
Jennifer Simons

with a copy which shall not constitute notice to:

Kirkland & Ellis LLP
609 Main Street
Houston, TX 77002
Attention: Julian J. Seiguer, P.C.
Facsimile: (713) 836-3601

if to the Warrant Agent, to:

Equiniti Trust Company
c/o EQ Shareowner Services
1110 Centre Point Curve, Suite 101
Mendota Heights, MN 55120-4101
Attention: Chris Ward
Facsimile: (651) 450-4101

or, in either case, such other address as shall have been set forth in a notice delivered in accordance with this Section 11.1(a).

All such communications shall, when so telecopied or delivered by hand, be effective when telecopied with confirmation of receipt or received by the addressee, respectively.

Any Person that telecopies any communication hereunder to any Person shall, on the same date as such telecopy is transmitted, also send, by first class mail, postage prepaid and addressed to such Person as specified above, an original copy of the communication so transmitted.

(b) Where this Agreement provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Holder affected by such event, at the address of such Holder as it appears in the Warrant Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. In any case where notice to Holders is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders. Where this Agreement provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice.

In case by reason of the suspension of regular mail service or by reason of any other cause it shall be impracticable to give such notice by mail, then such notification as shall be made by a method approved by the Warrant Agent as one which would be most reliable under the circumstances for successfully delivering the notice to the addressees shall constitute a sufficient notification for every purpose hereunder.

Where this Agreement provides for notice of any event to a Holder of a Global Warrant Certificate, such notice shall be sufficiently given if given to the Depositary (or its designee), pursuant to its Applicable Procedures, not later than the latest date (if any), and not earlier than the earliest date (if any), prescribed for the giving of such notice.

11.2 Required Notices to Holders. In the event the Company shall:

(a) take any action that would result (or, but for the third paragraph of Section 5.1(d) or the third paragraph of Section 5.1(e), would have resulted) in (x) an adjustment to the Exercise Price and/or the number of shares of Common Stock issuable upon exercise of a Warrant pursuant to Section 5.1 or (y) any dividend or distribution to holders of the Common Stock that does not constitute a Special Dividend or a Spin-Off Dividend;

(b) consummate any Winding Up; or

(c) consummate any Sale Transaction (each of (a), (b) or (c), an "***Action***");

then, in each such case, unless the Company has made a filing with the Commission, including pursuant to a Current Report on Form 8-K, which filing discloses such Action, the Company shall cause to be delivered to the Warrant Agent and shall give to each Holder of a Warrant Certificate, in accordance with Section 11.1(b) hereof, a written notice of such Action, including, in the case of an action pursuant to Section 11.2(a), the information required under Section 5.1(l)(ii). Such notice shall be given promptly after (or, in the case of an Action specified in clause (a)(y) or the parenthetical in clause (a), at least five (5) Business Days prior to) the earlier of (i) the effective date of such Action or (ii) the date for the determination of the holders of Common Stock entitled to receive any dividend or distribution or otherwise participate in such Action.

If at any time the Company shall cancel any of the Actions for which notice has been given under this Section 11.2 prior to the consummation thereof, the Company shall give each Holder prompt notice of such cancellation in accordance with Section 11.1(b), unless the Company has made a filing with the Commission, including pursuant to a current report on Form 8-K, which filing discloses the cancellation of such Actions.

In addition, in the event the Company enters into any definitive agreement with respect to any Sale Transaction, unless the Company has made a filing with the Commission, including pursuant to a Current Report on Form 8-K, which filing discloses such agreement, the Company shall cause to be delivered to the Warrant Agent and shall give to each Holder of a Warrant Certificate, in accordance with Section 11.1(b), a notice of the entering into such definitive agreement.

12. Inspection.

The Warrant Agent shall cause a copy of this Agreement to be available at all reasonable times at the office of the Warrant Agent for inspection by any Holder of any Warrant Certificate. The Warrant Agent may require any such Holder to submit its Warrant Certificate for inspection by the Warrant Agent.

13. Amendments.

(a) Subject to Section 13(c), this Agreement may be amended by the Company and the Warrant Agent with the consent of the Required Warrant Holders.

(b) Notwithstanding the foregoing, subject to Section 13(c), the Company and the Warrant Agent may, without the consent or concurrence of the Holders of the Warrant Certificates, by supplemental agreement or otherwise, amend this Agreement for the purpose of making any changes or corrections in this Agreement that (i) are required to cure any ambiguity or to correct or supplement any defective or inconsistent provision or clerical omission or mistake or manifest error herein contained or (ii) add to the covenants and agreements of the Company in this Agreement further covenants and agreements of the Company thereafter to be observed, or surrender any rights or powers reserved to or conferred upon the Company in this Agreement; provided, however, that in either case such amendment shall not adversely affect the rights or interests of the Holders of the Warrant Certificates hereunder in any material respect.

(c) The consent of each Holder of any Warrant Certificate evidencing any Warrants affected thereby shall be required for any supplement or amendment to this Agreement or the Warrants that would: (i) increase the Exercise Price or decrease the number of shares of Common Stock receivable upon exercise of Warrants, in each case other than as provided in Section 5.1; (ii) the Expiration Date is changed to an earlier date; or (iii) modify the provisions contained in Section 5.1 in a manner adverse to the Holders of Warrant Certificates generally with respect to their Warrants.

(d) The Warrant Agent shall join with the Company in the execution and delivery of any such amendment unless such amendment affects the Warrant Agent's own rights, duties or immunities hereunder, in which case the Warrant Agent may, but shall not be required to, join in such execution and delivery; provided, that, as a condition precedent to the Warrant Agent's execution of any amendment to this Agreement, the Company shall deliver to the Warrant Agent a certificate from an Appropriate Officer that states that the proposed amendment is in compliance with the terms of this Section 13. Upon execution and delivery of any amendment pursuant to this Section 13, such amendment shall be considered a part of this Agreement for all purposes and every Holder of a Warrant Certificate theretofore or thereafter countersigned and delivered hereunder shall be bound thereby.

(e) Promptly after the execution by the Company and the Warrant Agent of any such amendment, unless the Company has made a filing with the Commission, including pursuant to a current report on Form 8-K, which filing discloses such adjustment, the Company shall give notice to the Holders of Warrant Certificates, setting forth in general terms the substance of such amendment, in accordance with the provisions of Section 11.1(b). Any failure of the Company to mail such notice or any defect therein, shall not, however, in any way impair or affect the validity of any such amendment.

14. Waivers.

The Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company has obtained the written consent of the Required Warrant Holders as required pursuant to Section 13 and, if Section 13(c) applies, the consent of the Holders of any Warrant Certificates evidencing any Warrants affected thereby.

15. Successor to Company.

So long as Warrants remain outstanding, the Company will not enter into any Non-Surviving Transaction in which Warrants would be outstanding after consummation unless the acquirer (a "***Successor Company***") shall expressly assume by a supplemental agreement, executed and delivered to the Warrant Agent, in form reasonably satisfactory to the Warrant Agent, the due and punctual performance of every covenant of this Agreement on the part of the Company to be performed and observed and shall have provided for exercise rights in accordance with Section 5.1(h). Upon the consummation of such Non-Surviving Transaction, the acquirer shall succeed to, and be substituted for, and may exercise every right and power of, the Company under this Agreement with the same effect as if such acquirer had been named as the Company herein.

16. Headings.

The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

17. Counterparts.

This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together constitute one and the same instrument.

18. Severability.

The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision hereof will not affect the validity or enforceability of the other provisions hereof; provided, that, if any provision of this Agreement, as applied to any party or to any circumstance, is adjudged by a court or governmental body not to be enforceable in accordance with its terms, the parties agree that the court or governmental body making such determination will have the power to modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its reduced form, such provision will then be enforceable and will be enforced.

19. No Redemption.

The Warrants shall not be subject to redemption by the Company or any other Person; provided, that, the Warrants may be acquired by means other than a redemption, whether by tender offer, open market purchases, negotiated transactions or otherwise, in accordance with applicable securities laws, so long as such acquisition does not otherwise violate the terms of this Agreement.

20. Persons Benefiting.

This Agreement shall be binding upon and inure to the benefit of the Company, the Warrant Agent and the Holders from time to time. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the Company, the Warrant Agent and the Holders any rights or remedies under or by reason of this Agreement or any part hereof, and all covenants, conditions, stipulations, promises and agreements contained in this Agreement shall be for the sole and exclusive benefit of the parties hereto and of the Holders. Each Holder, by acceptance of a Warrant Certificate, agrees to all of the terms and provisions of this Agreement applicable thereto.

21. Applicable Law; Venue.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) TO THE EXTENT SUCH RULES OR PROVISIONS WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK. EACH OF THE PARTIES TO THIS AGREEMENT CONSENTS AND AGREES THAT ANY ACTION TO ENFORCE THIS AGREEMENT OR ANY DISPUTE, WHETHER SUCH DISPUTE ARISES IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR ANY NEW YORK STATE COURT SITTING IN NEW YORK CITY. THE PARTIES HERETO CONSENT AND AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES AND AGREES NOT TO ASSERT IN ANY SUCH DISPUTE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM THAT (I) SUCH PARTY AND SUCH PARTY'S PROPERTY IS IMMUNE FROM ANY LEGAL PROCESS ISSUED BY SUCH COURTS OR (II) ANY LITIGATION OR OTHER PROCEEDING COMMENCED IN SUCH COURTS IS BROUGHT IN AN INCONVENIENT FORUM. THE PARTIES HEREBY AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING TO AN ADDRESS PROVIDED IN WRITING BY THE RECIPIENT OF SUCH MAILING, OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW, SHALL BE VALID AND SUFFICIENT SERVICE THEREOF AND HEREBY WAIVE ANY OBJECTIONS TO SERVICE IN THE MANNER HEREIN PROVIDED.

22. Entire Agreement.

This Agreement sets forth the entire agreement of the parties hereto as to the subject matter hereof and supersedes all previous agreements among all or some of the parties hereto with respect thereto, whether written, oral or otherwise.

[*Remainder of Page Intentionally Left Blank*]

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

PARKER DRILLING COMPANY, a Delaware corporation

By: /s/ Jennifer F. Simons
Name: Jennifer F. Simons
Title: Vice President, General Counsel and Secretary

EQUINITI TRUST COMPANY, as Warrant Agent

By: /s/ Martin J. Knapp
Name: Martin J. Knapp
Title: Vice President

[*Signature Page to Warrant Agreement*]

EXHIBIT A

[FACE OF WARRANT CERTIFICATE][1]

PARKER DRILLING COMPANY

WARRANT CERTIFICATE

EVIDENCING

WARRANTS TO PURCHASE COMMON STOCK

[FACE]

No. [ ] CUSIP No. 701081119

[UNLESS THIS GLOBAL WARRANT CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("**DTC**"), TO PARKER DRILLING COMPANY (THE "**COMPANY**"), THE CUSTODIAN OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFER OF THIS GLOBAL WARRANT CERTIFICATE SHALL BE LIMITED TO TRANSFERS IN WHOLE, AND NOT IN PART, TO THE COMPANY, DTC, THEIR SUCCESSORS AND THEIR RESPECTIVE NOMINEES.][2]

1 To be removed in the versions of the Definitive Warrant Certificates printed in multiple copies for use by the Warrant Agent in preparing Definitive Warrants Certificates for issuance and delivery from time to time to holders.

2 Include only on Global Warrant Certificate.

PARKER DRILLING COMPANY

No. [ ] [, ,] Warrants
CUSIP No. 701081119

THIS CERTIFIES THAT, for value received, [ ], or registered assigns, is the registered owner of the number of Warrants to purchase Common Stock of Parker Drilling Company, a Delaware corporation (the "***Company***", which term includes any successor thereto under the Warrant Agreement, dated as of March 26, 2019 (the "***Warrant Agreement***"), between the Company and Equiniti Trust Company, as warrant agent (the "***Warrant Agent***", which term includes any successor thereto permitted under the Warrant Agreement)) specified above [or such lesser number as may from time to time be endorsed on the "Schedule of Decreases in Warrants" attached hereto][3], and is entitled, subject to and upon compliance with the provisions hereof and of the Warrant Agreement, at such Holder's option, at any time when the Warrants evidenced hereby are exercisable, to purchase from the Company one share of Common Stock of the Company for each Warrant evidenced hereby, at the purchase price of $48.85 per share (as adjusted from time to time, the "***Exercise Price***"), payable in full at the time of purchase, the number of shares of Common Stock into which and the Exercise Price at which each Warrant shall be exercisable each being subject to adjustment as provided in Section 5 of the Warrant Agreement.

All shares of Common Stock issuable by the Company upon the exercise of Warrants shall, upon such issuance, be duly and validly issued and fully paid and nonassessable. The Company shall pay any and all taxes (other than income taxes) that may be payable in respect of the issue or delivery of shares of Common Stock on exercise of Warrants. The Company shall not be required, however, to pay any tax or other charge imposed in respect of any transfer involved in the issue and delivery of shares of Common Stock in book-entry form or any certificates for shares of Common Stock or payment of cash to any Person other than the Holder of the Warrant Certificate evidencing the exercised Warrant, and in case of such transfer or payment, the Warrant Agent and the Company shall not be required to issue or deliver any shares of Common Stock in book-entry form or any certificate or pay any cash until (a) such tax or charge has been paid or an amount sufficient for the payment thereof has been delivered to the Warrant Agent or to the Company or (b) it has been established to the Company's satisfaction that any such tax or other charge that is or may become due has been paid.

Each Warrant evidenced hereby may be exercised by the Holder hereof at the Exercise Price then in effect on any Business Day from and after the Original Issue Date until 5:00 p.m., New York time, on the Expiration Date in the Warrant Agreement.

Subject to the provisions hereof and of the Warrant Agreement, the Holder of this Warrant Certificate may exercise all or any whole number of the Warrants evidenced hereby by, in the case of a Global Warrant Certificate, delivery to the Warrant Agent of the Exercise Form on the reverse hereof, setting forth the number of Warrants being exercised and otherwise properly completed and duly executed by the Holder thereof to the Warrant Agent, and delivering such Warrants by book-entry transfer through the facilities of the Depositary, to the Warrant Agent in accordance

[3] Include only on Global Warrant Certificate.

with the Applicable Procedures and otherwise complying with Applicable Procedures in respect of the exercise of such Warrants or, in the case of a Definitive Warrant Certificate, delivery to the Warrant Agent of the Exercise Form on the reverse hereof, setting forth the number of Warrants being exercised and otherwise properly completed and duly executed by the Holder thereof to the Warrant Agent, and surrendering this Warrant Certificate to the Warrant Agent at its office maintained for such purpose (the "***Corporate Agency Office***"), together with payment in full of the Exercise Price as then in effect for each share of Common Stock receivable upon exercise of each Warrant being submitted for exercise. Any such payment of the Exercise Price is to be by cashier's check payable to the order of the Company, or by wire transfer in immediately available funds to such account of the Company at such banking institution as the Company shall have designated from time to time for such purpose.

Reference is hereby made to the further provisions of this Warrant Certificate set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless this Warrant Certificate has been countersigned by the Warrant Agent by manual signature of an authorized officer on behalf of the Warrant Agent, this Warrant Certificate shall not be valid for any purpose and no Warrant evidenced hereby shall be exercisable.

IN WITNESS WHEREOF, the Company has caused this certificate to be duly executed under its corporate seal.

Dated: [ ], 20[ ]

PARKER DRILLING COMPANY

By: _____
Jennifer Simons
Vice President, General Counsel
and Secretary

ATTEST:

Countersigned:

EQUINITI TRUST COMPANY, as
Warrant Agent

By: _____
Authorized Agent

OR

By: _____
as Countersigning Agent

By: _____
Authorized Officer

Reverse of Warrant Certificate

PARKER DRILLING COMPANY

WARRANT CERTIFICATE

EVIDENCING

WARRANTS TO PURCHASE COMMON STOCK

The Warrants evidenced hereby are one of a duly authorized issue of Warrants of the Company designated as its Warrants to Purchase Common Stock ("***Warrants***"), limited in aggregate number to 2,580,182 issued under and in accordance with the Warrant Agreement, to which the Warrant Agreement and all amendments thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Warrant Agent, the Holders of Warrant Certificates and the owners of the Warrants evidenced thereby and of the terms upon which the Warrant Certificates are, and are to be, countersigned and delivered. A copy of the Warrant Agreement shall be available at all reasonable times at the office of the Warrant Agent for inspection by the Holder hereof.

The Warrant Agreement provides that, in addition to certain adjustments to the number of shares of Common Stock into which a Warrant is exercisable and the Exercise Price required to be made in certain circumstances, (x) in the case of any Transaction that is a Redomestication Transaction, a Non-Sale Transaction, a Sale Cash and Securities Transaction or a Sale Securities Only Transaction, the Company shall (or, in the case of any Non-Surviving Transaction, the Company shall cause the other Person involved in such Transaction to) execute and deliver to the Warrant Agent a written instrument providing that (i) the Warrants evidenced hereby, if then outstanding, will be exercisable thereafter, during the period the Warrants evidenced hereby shall be exercisable as specified herein, only into the Substituted Securities (in the case of any Sale Securities Only Transaction or Sale Cash and Securities Transaction) or Substituted Property (in the case of any Transaction (other than a Sale Transaction)), subject to certain limitations if the Warrants have no value, that would have been receivable upon such Transaction by a Qualifying Person holding the number of shares of Common Stock that would have been issued upon exercise of such Warrant if such Warrant had been exercised in full immediately prior to such Transaction (upon certain assumptions specified in the Warrant Agreement); (ii) in the case of any Sale Cash and Securities Transaction, the aggregate Exercise Price for any Warrant will be reduced in respect of the Cash Consideration receivable upon such Transaction by a Qualifying Person holding such number of shares of Common Stock; and (iii) the rights and obligations of the Company (or, in the case of any Non-Surviving Transaction, the other Person involved in such Transaction) and the holders in respect of Substituted Securities shall be substantially unchanged to be as nearly equivalent as may be practicable to the rights and obligations of the Company and Holders in respect of Common Stock, and (y) in the case of any Sale Cash Only Transaction, the Company shall make certain specified payments of cash and the Warrants will expire or become immediately exercisable, in each case as more fully specified in the Warrant Agreement.

Except as provided in the Warrant Agreement, all outstanding Warrants shall expire, terminate and become void and all rights of the Holders of Warrant Certificates evidencing such Warrants shall automatically terminate and cease to exist, as of 5:00 p.m., New York time, on the Expiration Date. The "***Expiration Date***" shall mean the earlier to occur of (x) September 26, 2024 5:00 p.m. New York time (the fifth and a half (5 1/2) anniversary of the Original Issue Date) or, if not a Business Day, then the next Business Day thereafter; (y) the date of consummation of any Sale Cash Only Transaction; and (z) a Winding Up.

In the event of the exercise of less than all of the Warrants evidenced hereby, a new Warrant Certificate of the same tenor and for the number of Warrants which are not exercised shall be issued by the Company in the name or upon the written order of the Holder of this Warrant Certificate upon the cancellation hereof.

The Warrant Certificates are issuable only in registered form in denominations of whole numbers of Warrants. Upon surrender at the office of the Warrant Agent and payment of the charges specified herein and in the Warrant Agreement, this Warrant Certificate may be exchanged for Warrant Certificates in other authorized denominations or the transfer hereof may be registered in whole or in part in authorized denominations to one or more designated transferees; provided, however, that such other Warrant Certificates issued upon exchange or registration of transfer shall evidence the same aggregate number of Warrants as this Warrant Certificate. The Company shall cause to be kept at the office of the Warrant Agent the Warrant Register in which, subject to such reasonable regulations as the Warrant Agent may prescribe and such regulations as may be prescribed by law, the Company shall provide for the registration of Warrant Certificates and of transfers or exchanges of Warrant Certificates. No service charge shall be made for any registration of transfer or exchange of Warrant Certificates; provided, however, the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Warrant Certificates.

Prior to due presentment of this Warrant Certificate for registration of transfer, the Company, the Warrant Agent and any agent of the Company or the Warrant Agent may treat the Person in whose name this Warrant Certificate is registered as the owner hereof for all purposes, and neither the Company, the Warrant Agent nor any such agent shall be affected by notice to the contrary.

The Warrant Agreement permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of Warrant Certificates under the Warrant Agreement at any time by the Company and the Warrant Agent with the consent of the Required Warrant Holders.

Until the exercise of any Warrant, subject to the provisions of the Warrant Agreement and except as may be specifically provided for in the Warrant Agreement, (i) no Holder of a Warrant Certificate evidencing any Warrant shall have or exercise any rights by virtue hereof as a holder of Common Stock of the Company, including, without limitation, the right to vote, to receive dividends and other distributions or to receive notice of, or attend meetings of, stockholders or any other proceedings of the Company; (ii) the consent of any such Holder shall not be required with respect to any action or proceeding of the Company; (iii) except as provided with respect to a Winding Up of the Company, no such Holder, by reason of the ownership or possession of a Warrant or the Warrant Certificate representing the same, shall have any right to receive any cash dividends, stock dividends, allotments or rights or other distributions (except as specifically

provided in the Warrant Agreement), paid, allotted or distributed or distributable to the stockholders of the Company prior to or for which the relevant record date preceded the date of the exercise of such Warrant; and (iv) no such Holder shall have any right not expressly conferred by the Warrant or Warrant Certificate held by such Holder.

This Warrant Certificate, each Warrant evidenced thereby and the Warrant Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) to the extent such rules or provisions would cause the application of the laws of any jurisdiction other than the State of New York. Any action to enforce the this Warrant Certificate, each Warrant evidenced thereby and the Warrant Agreement or any dispute, whether such dispute arises in law or equity, arising out of or relating to this Warrant Certificate, each Warrant evidenced thereby and the Warrant Agreement shall be brought exclusively in the United States District Court for the Southern District of New York or any New York State Court sitting in New York City.

All terms used in this Warrant Certificate which are defined in the Warrant Agreement shall have the meanings assigned to them in the Warrant Agreement. In the event of any conflict between this Warrant Certificate and the Warrant Agreement, the Warrant Agreement shall control.

Exercise Form

Equiniti Trust Company
c/o EQ Shareowner Services
1110 Centre Point Curve, Suite 101
Mendota Heights, MN 55120-4101
Attention: Transfer Department

Re: Parker Drilling Company Warrant Agreement, dated as of March 26, 2019

In accordance with and subject to the terms and conditions hereof and of the Warrant Agreement, the undersigned Holder of this Warrant Certificate hereby irrevocably elects to exercise Warrants evidenced by this Warrant Certificate and represents that for each of the Warrants evidenced hereby being exercised such Holder has tendered the Exercise Price in the aggregate amount of $ by cashier's check payable to the order of the Company, or by wire transfer in immediately available funds to such account of the Company at such banking institution as the Company shall have designated from time to time for such purpose.[4]

The undersigned requests that the shares of Common Stock issuable upon exercise be issued in accordance with Section 3.2(e) of the Warrant Agreement and delivered, together with any other property receivable upon exercise, in such manner as is specified in the instructions set forth below

If the number of Warrants exercised is less than all of the Warrants evidenced hereby, (i) if this Warrant Certificate is a Global Warrant Certificate, the Warrant Agent shall endorse the "Schedule of Decreases in Warrants" attached hereto to reflect the Warrants being exercised or (ii) if this Warrant Certificate is a Definitive Warrant Certificate, the undersigned requests that a new Definitive Warrant Certificate representing the remaining Warrants evidenced hereby be issued and delivered to the undersigned unless otherwise specified in the instructions below.

[4] If electing Holder pursuant to Section 3.7, Exercise Form will also state beneficial ownership of Common Stock by the Holder, its Affiliates and its Group Members.

Dated: _____

_____

_____

(Insert Social Security or Other Identifying Number of Holder and Holder Name)

Name: _____
(Please Print)

Address: _____

_____

_____

_____

_____

Signature

(Signature must conform in all respects to name of Holder as specified on the face of this Warrant Certificate and must bear a signature guarantee by a bank, trust company or member firm of a U.S. national securities exchange.)

Signature Guaranteed:

Instructions (i) as to denominations and names of Common Stock issuable upon exercise and as to delivery of such securities and any other property issuable upon exercise and (ii) if applicable, as to Definitive Warrant Certificates evidencing unexercised Warrants:

Assignment

(Form of Assignment To Be Executed If Holder Desires To Transfer Warrant Certificate)

FOR VALUE RECEIVED hereby sells, assigns and transfers unto

Please insert social security or other identifying number

(Please print name and address including zip code)

the Warrants represented by the within Warrant Certificate and does hereby irrevocably constitute and appoint Attorney, to transfer said Warrant Certificate on the books of the within-named Company with full power of substitution in the premises.

Dated: _____

Signature _____

(Signature must conform in all respects to name of Holder as specified on the face of this Warrant Certificate and must bear a signature guarantee by a bank, trust company or member firm of a U.S. national securities exchange.)

[SCHEDULE A

SCHEDULE OF DECREASES IN WARRANTS

The following decreases in the number of Warrants evidenced by this Global Warrant Certificate have been made:

Date	Amount of decrease in number of Warrants evidenced by this Global Warrant Certificate	Number of Warrants evidenced by this Global Warrant Certificate following such decrease	Signature of authorized signatory][5]

5 Include only on Global Warrant Certificate.

EXHIBIT B

March [•], 2019

Parker Drilling Company
5 Greenway Plaza, Suite 100
Houston, Texas 77046
Attention: John Edward Menger and Jennifer Simons

Equiniti Trust Company
c/o EQ Shareowner Services
1110 Centre Point Curve, Suite 101
Mendota Heights, MN 55120-4101
Attention: Chris Ward

Re: Maximum Percentage Election

Ladies and Gentlemen:

Reference is made to the Warrant Agreement, to be dated on or about March 26, 2019 (as amended, the "***Agreement***"), by and between Parker Drilling Company, a Delaware corporation (the "***Company***"), and Equiniti Trust Company, a limited trust company organized under the laws of the State of New York, as warrant agent (the "***Warrant Agent***"). Capitalized terms used herein and not defined shall have the meaning assigned to such term in the Warrant Agreement.

Pursuant to Section 3.7 of the Agreement, the undersigned hereby notifies the Company and the Warrant Agent that it elects to be subject to the provisions contained in Section 3.7 of the Agreement.

[Remainder of page intentionally left blank]

Very truly yours,

[Name of Holder]

By: _____
Name: [•]
Title: [•]

Exhibit 10.5

PARKER DRILLING COMPANY

FORM OF 2019 LONG-TERM INCENTIVE PLAN

TABLE OF CONTENTS

SECTION 1 - PLAN GOVERNANCE, COVERAGE AND BENEFITS

1.1 Establishment and Purpose

Parker Drilling Company (the "Company"), hereby establishes as of the Effective Date the Parker Drilling Company 2019 Long-Term Incentive Plan (as the same may be amended from time to time, the "Plan").

The purpose of this Plan is to foster and promote the long-term financial success of the Company and to increase stockholder value by: (a) encouraging the commitment of Employees and Outside Directors, (b) motivating superior performance of key Employees and Outside Directors by means of long-term performance related incentives, (c) encouraging and providing Employees and Outside Directors with a program for obtaining ownership interests in the Company which link and align their personal interests to those of the Company's stockholders, (d) attracting and retaining Employees and Outside Directors by providing competitive compensation opportunities, and (e) enabling Employees and Outside Directors to share in the long-term growth and success of the Company.

1.2 Definitions

The following terms shall have the meanings set forth below:

(a) "Affiliate" means an "affiliate" of the Company, as such term is described in Rule 12b-2 under the Exchange Act.

(b) "Board" means the Board of Directors of the Company.

(c) "Cause" means, in the case where there is no employment agreement in effect between the Company or an Affiliate and the Grantee at the grant date (or where there is such an agreement but it does not define "Cause"), when used in connection with the termination of a Grantee's Employment, the termination of the Grantee's Employment by the Company or any Subsidiary by reason of:

(i) the refusal to perform Grantee's material job duties that continues after written notice from the Company;

(ii) material violation of a material policy of the Company that causes, or is reasonably likely to cause, material harm to the business or reputation of the Company that is not cured within fifteen (15) days of written notice from the Company;

(iii) willful misconduct in the course of Grantee's duties that causes, or is reasonably likely to cause, material harm to the business or reputation of the Company;

(iv) Grantee's conviction of a felony; or

(v) the material breach of any confidentiality, non-solicitation, non-competition or similar restrictive covenant between the Company or one of its Affiliates and such Grantee, but Cause shall not exist under this clause (v) until after written notice from the

Board has been given to Grantee of such material breach (which notice specifically identifies the manner and sets forth specific facts, circumstances and examples in which the Board believes that Grantee has breached the agreement) and Grantee has failed to cure such alleged breach or nonperformance within 15 business days after his receipt of such notice; and, for purposes of this clause (v), no act or failure to act on Grantee's part shall be deemed "willful" unless it is done or omitted by Grantee not in good faith and without his reasonable belief that such action or omission was in the best interest of the Company.

(d) "Change in Control" means the occurrence of any of the following events:

(i) There occurs an acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of fifty percent (50%) or more of either (i) the Outstanding Company Common Stock or (ii) the Outstanding Company Voting Securities;

provided, however, that the following acquisitions shall not constitute a Change in Control: (W) any acquisition directly from the Company or any Subsidiary, (X) any acquisition by the Company or any Subsidiary or by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary, or (Y) any acquisition by any corporation or other entity pursuant to a reorganization, merger, consolidation or similar business combination involving the Company (a "Merger"), unless, following such Merger, the conditions described in (iii) (below) are satisfied;

(ii) Individuals who, as of the Effective Date, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the Effective Date whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(iii) A consummation by the Company of a reorganization, merger or consolidation (a "Business Combination"), or a Business Combination in which securities of the Company are issued, in each case, with respect to which all or substantially all of the individuals and entities who were the respective beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination do not, immediately following such Business Combination, beneficially own, directly or indirectly, more than fifty percent (50%) of, respectively, the then-outstanding shares of common equity and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors or comparable governing persons, as the case may be, of the entity surviving or resulting from such Business Combination in substantially the same proportion as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be;

(iv) A sale or other disposition of all or substantially all of the assets of the Company occurs, unless immediately following such sale or other disposition, (i) substantially all of the holders of the Outstanding Company Voting Securities immediately prior to the consummation of such sale or other disposition beneficially own, directly or indirectly, more than fifty percent (50%) of the common stock of the corporation acquiring such assets in substantially the same proportions as their ownership of Outstanding Company Voting Securities immediately prior to the consummation of such sale or disposition, and (ii) at least a majority of the members of the board of directors of such corporation (or its parent corporation) were members of the Incumbent Board at the time of execution of the initial agreement or action of the Board providing for such sale or other disposition of assets of the Company; or

(v) A consummation of any plan or proposal for the complete liquidation or dissolution of the Company occurs.

Notwithstanding the foregoing, with respect to any Incentive Award that is characterized as "nonqualified deferred compensation" within the meaning of Section 409A of the Code, payment of such Incentive Award will not be adjusted or changed unless such event is also a "change in ownership," a "change in effective control" or a "change in the ownership of a substantial portion of the assets" of the Company within the meaning of Section 409A of the Code.

Notwithstanding the foregoing, any acquisition by Varde, Whitebox, Highbridge, Brigade, or their respective Affiliates (the "Excluded Buyers") shall not constitute a Change in Control; provided, that, the Excluded Buyer or Excluded Buyers agree to provide Grantees with customary security holder rights with respect to Emergence Awards.

(e) "Code" means the Internal Revenue Code of 1986, as amended, and the regulations and other authority promulgated thereunder by the appropriate governmental authority. References herein to any provision of the Code shall refer to any successor provision thereto.

(f) "Committee" means the Compensation Committee of the Board; provided, however, the term "Committee" as used in this Plan with respect to any Incentive Award for an Outside Director shall refer to the entire Board. In the case of an Incentive Award for an Outside Director, the Board shall have all the powers and responsibilities of the Committee hereunder as to such Incentive Award, and any actions as to such Incentive Award may be acted upon only by the Board (unless it otherwise designates in its discretion).

(g) "Common Stock" means the common stock of the Company, $0.01 par value per share, and any class of common stock into which such common shares may hereafter be converted, reclassified or recapitalized.

(h) "Company" means Parker Drilling Company, a Delaware corporation or any successor entity.

(i) "Disability" means, in the case where there is no employment agreement in effect between the Company or an Affiliate and the Grantee at the grant date (or where there is such an agreement but it does not define "Disability"), when used in connection with the termination of a Grantee's Employment, the termination of the Grantee's Employment by the Company or any Affiliate or Subsidiary upon expiration of any applicable waiting/elimination period, a total and permanent disability of Grantee that qualifies Grantee for long-term disability benefits.

(j) "Effective Date" shall have the meaning set forth in Section 6.14.

(k) "Employee" means any employee of the Company (or any Subsidiary) within the meaning of Code Section 3401(c) and any prospective employee conditioned upon, and effective not earlier than, such person becoming an employee of the Company (or any Subsidiary), who, in the opinion of the Committee, is in a position to contribute to the growth, development or financial success of the Company (or any Subsidiary), including, without limitation, officers who are members of the Board.

(l) "Employment" means that the individual is employed as an Employee or by any corporation issuing or assuming an Incentive Award in any transaction described in Code Section 424(a), or by a parent corporation or a subsidiary corporation of such corporation issuing or assuming such Incentive Award, as the parent-subsidiary relationship shall be determined at the time of the corporate action described in Code Section 424(a). In this regard, the transfer of a Grantee from Employment by the Company to Employment by any Subsidiary, the transfer of a Grantee from Employment by any Subsidiary to Employment by the Company, or the transfer of a Grantee from employment by any Subsidiary to Employment by another Subsidiary, shall not be deemed to be a termination of Employment of the Grantee. Moreover, the Employment of a Grantee shall not be deemed to have been terminated because of an approved leave of absence from active Employment on account of temporary illness, authorized vacation or granted for reasons of professional advancement, education, or health, or during any period required to be treated as a leave of absence by virtue of any applicable statute, Company personnel policy or written agreement. The term "Employment" for all purposes of this Plan shall include current service on the Board by an Outside Director.

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

(n) "Fair Market Value" means, with respect to a Share as of a particular date, (i) if Shares are listed on a national securities exchange, the closing sales price per Share on the consolidated transaction reporting system for the principal national securities exchange on which Shares are listed on the day before such date, or, if there shall have been no such sale so reported on that date, on the last preceding date on which such a sale was so reported, (ii) if the Shares are not so listed, the average of the closing bid and asked price on the day before such date, or, if there are no quotations available for such date, on the last preceding date on which such quotations shall be available, as reported by an inter-dealer quotation system, (iii) if Shares are not publicly traded, the most recent value determined by an independent appraiser appointed by the Committee for such purpose, or (iv) if none of the above are applicable, the fair market value of a Share as determined in good faith by the Committee. Fair Market Value shall mean, with respect to any property other than Shares, the market value of such property determined by such methods or procedures as shall be established from time to time by the Committee.

(o) "Freestanding Stock Appreciation Right" shall have the meaning set forth in Section 2.4(a).

(p) "Grantee" means any Employee or Outside Director who is granted an Incentive Award under this Plan.

(q) "Incentive Agreement" means the written or electronic notice setting forth the terms and conditions pursuant to which an Incentive Award is granted under this Plan, as such agreement is further defined in Section 5.1.

(r) "Incentive Award" means a grant of an award under this Plan to a Grantee, including any Non-statutory Stock Option, Stock Appreciation Right, Restricted Stock Award, Performance-Based Award, Other Stock-Based Award or Other Cash Award.

(s) "Non-statutory Stock Option" means a Stock Option granted by the Committee to a Grantee under Section 2.

(t) "Option Price" means the exercise price at which a Share may be purchased by the Grantee of a Stock Option.

(u) "Other Cash Award" means an Incentive Award granted by the Committee to a Grantee under Section 5.2 that is valued by reference to, or is otherwise based upon, cash.

(v) "Other Stock-Based Award" means an Incentive Award granted by the Committee to a Grantee under Section 4.1 that is valued in whole or in part by reference to, or is otherwise based upon, Common Stock.

(w) "Outside Director" means a member of the Board who is not, at the time of grant of an Incentive Award, an Employee, and any prospective director conditioned upon, and effective not earlier than, such person becoming a member of the Board who is not an Employee.

(x) "Outstanding Company Common Stock" means the then outstanding shares of Common Stock.

(y) "Outstanding Company Voting Securities" means the then outstanding voting securities of the Company entitled to vote generally in the election of directors.

(z) "Performance-Based Award" means a grant of an Incentive Award under this Plan that is either payable in Common Stock or cash.

(aa) "Performance Criteria" means the performant objectives underlying a Performance-Based Award, as determined in the sole discretion of the Board.

(bb) "Permitted Assignee" shall have the meaning set forth in Section 5.3.

(cc) "Phantom Share" shall have the meaning set forth in Section 4.1.

(dd) "Restricted Stock" means shares of Common Stock issued or transferred to a Grantee pursuant to Section 3.

(ee) "Restricted Stock Award" means an authorization by the Committee to issue or transfer Restricted Stock to a Grantee pursuant to Section 3.

(ff) "Restricted Stock Unit" shall have the meaning set forth in Section 4.1.

(gg) "Restriction Period" means the period of time determined by the Committee and set forth in the Incentive Agreement during which the transfer of an Incentive Award by the Grantee is restricted.

(hh) "Senior Officers" are the employees of the Company, at the relevant time, holding one or more of the following positions or equivalent thereof of the Company: Chief Executive Officer, President, General Counsel, Senior Vice President, Chief Operating Officer, Chief Financial Officer, and Chief Administrative Officer.

(ii) "Share" means a share of Common Stock of the Company.

(jj) "Stock Appreciation Right" or "SAR" shall have the meaning set forth in Section 2.4(a).

(kk) "Stock Award" means an Incentive Award granted under the Plan in the form of Shares or units denominated in Shares, and includes Restricted Stock, Restricted Stock Units and Other Stock-Based Awards. Stock Awards do not include Stock Options and Stock Appreciation Rights.

(ll) "Stock Option" or "Option" means, pursuant to Section 2, a Non-statutory Stock Option granted to an Employee or Outside Director, which Option provides the Grantee with the right to purchase Shares of Common Stock upon specified terms.

(mm) "Subsidiary" means any entity (whether a corporation, limited liability company, partnership, joint venture or other form of entity) in which the Company or an entity in which the Company owns greater than fifty percent (50%) of equity interests, directly or indirectly, owns a greater than fifty percent (50%) equity interest, the term "Subsidiary" shall have the same meaning as the term "subsidiary corporation" as defined in Code Section 424(f) as required by Code Section 422.

(nn) "Substitute Awards" shall mean Incentive Awards granted or Shares issued by the Company in assumption of, or in substitution or exchange for, awards previously granted, or the right or obligation to make future awards, by an entity acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines.

(oo) "Tandem Stock Appreciation Right" shall have the meaning set forth in Section 2.4(a).

1.3 Plan Administration

(a) Committee. The Plan shall be administered by the Committee. The Committee shall have full power and authority, subject to the provisions of the Plan and subject to such orders or resolutions not inconsistent with the provisions of the Plan as may from time to time be adopted by the Board, to: (i) select the Grantees to whom Incentive Awards may from time to time be granted hereunder; (ii) determine the type or types of Incentive Awards, not inconsistent with the provisions of the Plan, to be granted to each Grantee hereunder; (iii) determine the number of Shares to be covered by each Incentive Award granted hereunder; (iv) determine the terms and conditions, not inconsistent with the provisions of the Plan, of any Incentive Award granted hereunder; (v) determine whether, to what extent and under what circumstances Incentive Awards may be settled in cash, Shares or other property; (vi) determine whether, to what extent, and under what circumstances cash, Shares, other property and other amounts payable with respect to an Incentive Award made under the Plan shall be deferred either automatically or at the election of the Grantee; (vii) determine whether, to what extent and under what circumstances any Incentive Award shall be canceled or suspended; (viii) interpret and administer the Plan and any instrument or agreement entered into under or in connection with the Plan, including any Incentive Agreement; (ix) correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Incentive Award in the manner and to the extent that the Committee shall deem desirable to carry it into effect; (x) establish such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan; (xi) determine whether any Incentive Award will have Dividend Equivalents; and (xii) make any other determination and take any other action that the Committee deems necessary or desirable for administration of the Plan. Subject to Section 2.2(c) and Section 2.4(b)(i) hereof, the Committee may, in its discretion, (1) provide for the extension of the exercisability of an Incentive Award, or (2) accelerate the vesting or exercisability of an Incentive Award, (3) eliminate or make less restrictive any restrictions contained in an Incentive Award, (4) waive any restriction or other provision of this Plan or an Incentive Award or (5) otherwise amend or modify an Incentive Award in any manner that is, in each case, (A) not adverse to the Grantee to whom such Incentive Award was granted, (B) consented to by such Grantee or (C) authorized by Section 5.5 hereof; provided, however, that no such action shall permit the term of any Option to be greater than ten (10) years from its grant date.

Incentive Awards may be awarded either: alone, or in addition to, or in conjunction with any other Incentive Awards.

(b) Decisions. Decisions of the Committee shall be final, conclusive and binding on all persons and entities, including the Company, any Grantee, and any Subsidiary. A majority of the members of the Committee may determine its actions and fix the time and place of its meetings.

(c) Delegation of Authority. The Committee may delegate any of its authority to grant Incentive Awards to Employees who are not subject to Section 16(b) of the Exchange Act, subject to Section 1.3(a) above, to the Board, to any other committee of the Board, or to any Senior Officer, provided such delegation is made in writing and specifically sets forth such delegated authority. The Committee may also delegate to a Senior Officer authority to execute on behalf of the Company any Incentive Agreement. The Committee and the Board, as

applicable, may engage or authorize the engagement of a third party administrator to carry out administrative functions under this Plan. Any such delegation hereunder shall only be made to the extent permitted by applicable law.

Incentive Awards to be granted on behalf of any Outside Director shall be reviewed and approved by the Board (which functions as the Committee for this purpose).

(d) [Reserved].

(e) Electronic Writings. Any instrument or notice required to be in writing hereunder will be considered to be in writing if effected electronically.

(f) Minimum Vesting Period. Notwithstanding anything to the contrary in this Plan, except in the case of specified terminations of Employment or Change in Control, each Incentive Agreement will require that an Incentive Award shall not become one hundred percent (100%) vested until at least one (1) year from the date of grant. The foregoing vesting requirements shall not apply to Stock Awards made to Outside Directors and Employees not exceeding five percent (5%) of the total Shares available for Incentive Awards as of the Effective Date.

(g) Clawback. Notwithstanding any other provisions of this Plan, Incentive Awards are subject to forfeiture or clawback to the extent required by applicable law, government regulation or stock exchange listing requirement.

1.4 Common Stock Available

The Common Stock available for issuance or transfer under this Plan shall be made available from Shares now or hereafter: (i) held in the treasury of the Company; (ii) authorized but unissued; or (iii) purchased or acquired by the Company. No fractional shares shall be issued under this Plan; payment for fractional shares shall be made in cash.

(a) Shares Available. On or after the Effective Date, the Shares authorized for grant under the Plan shall equal 1,487,905, subject to Section 1.4(b), Section 1.4(c) and adjustment under Section 5.5.

(b) Forfeitures; Expirations; Withholding Shares; Payment in Shares. If any Shares subject to an Incentive Award are forfeited, an Incentive Award expires or an Incentive Award is settled for cash (in whole or in part), then in each such case the Shares subject to such Incentive Award shall, to the extent of such forfeiture, expiration or cash settlement, again be available for grant under paragraph (a) of this Section. In the event that withholding tax liabilities arising from an Incentive Award are satisfied by the tendering of Shares (either actually or by attestation) or by the withholding of Shares by the Company, the Shares so tendered or withheld shall again be available for grant under paragraph (a) of this Section. Notwithstanding anything to the contrary contained herein, the following Shares shall not be added to the Shares authorized for grant under paragraph (a) of this Section: (i) Shares tendered by the Grantee or withheld by the Company in payment of the Option Price of an Option, (ii) Shares subject to a Stock Appreciation Right that are not issued in connection with its stock settlement on exercise thereof, and (iii) Shares reacquired by the Company on the open market or otherwise using cash proceeds from the exercise of Options.

(c) Emergence Awards. Notwithstanding any provision in this Plan to the contrary, the Committee or its delegee shall grant fifty percent (50%) of the Shares available pursuant to Section 1.4(a) as of the Effective Date (the "Emergence Awards"). No less than forty percent (40%) of the Emergence Awards will be issued in the form of Restricted Stock Units and no more than sixty percent (60%) of the Emergence Awards will be issued in the form of Non-statutory Stock Options. The Emergence Awards will be (i) subject to the terms and conditions of Exhibit 5 to Exhibit A of that certain Restructuring Support Agreement, dated as of December 12, 2018, by and among the Company and the "Company Parties" and the "Consenting Stakeholders" (as such terms are defined therein) (the "Compensation Term Sheet") and (ii) allocated to Employees in accordance with Annex A to the Compensation Term Sheet.

Grants of subsequent of Incentive Awards will be granted at the discretion of the Committee with respect to Shares subject to Incentive Awards not granted as Emergence Awards or any Incentive Awards that are forfeited prior to vesting or exercise, as applicable.

(d) Substitute Awards. Substitute Awards shall not reduce the Shares authorized for grant under the Plan or authorized for grant to a Grantee in any calendar year. Additionally, in the event that a company acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines has shares available under a pre-existing plan approved by stockholders and not adopted in contemplation of such acquisition or combination, a number of Shares equal to the number of shares available for grant pursuant to the terms of such pre-existing plan (as adjusted, to the extent appropriate, using the exchange ratio or other adjustment or valuation ratio or formula used in such acquisition or combination to determine the consideration payable to the holders of common stock of the entities party to such acquisition or combination) shall be available for grant under paragraph (a) of this Section; provided that Incentive Awards using such available shares shall not be made after the date awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not Employees or Outside Directors prior to such acquisition or combination.

(e) Limitations on Incentive Awards to Outside Directors The aggregate grant date fair value of Incentive Awards to an Outside Director in any calendar year shall not exceed five hundred thousand dollars ($500,000), subject to adjustment in accordance with Section 5.5 hereof.

SECTION 2 - STOCK OPTIONS AND STOCK APPRECIATION RIGHTS

2.1 Grant of Stock Options

The Committee is authorized to grant Non-statutory Stock Options to Employees and Outside Directors only in accordance with the terms and conditions of this Plan, and with such additional terms and conditions, not inconsistent with this Plan, as the Committee shall determine in its discretion. Successive grants may be made to the same Grantee regardless of whether any Stock Option previously granted to such person remains unexercised.

2.2 Stock Option Terms

(a) Incentive Agreement. Each Incentive Agreement with respect to a Stock Option shall set forth the extent to which the Grantee shall have the right to exercise the Stock Option following termination of the Grantee's Employment. Such provisions shall be determined in the discretion of the Committee, shall be included in the Grantee's Incentive Agreement, and need not be uniform among all Stock Options issued pursuant to this Plan.

(b) Number of Shares. Each Stock Option shall specify the number of Shares of Common Stock to which it pertains.

(c) Option Price. The Option Price per Share of Common Stock under each Stock Option shall be determined by the Committee; provided, however, that such Option Price shall not be less than one hundred percent (100%) of the Fair Market Value per Share on the date the Option is granted. Each Stock Option shall specify the method of exercise which shall be consistent with the requirements of Section 2.3(a). Other than pursuant to Section 5.5, the Committee shall not, without the approval of the Company stockholders, (i) lower the Option Price of an Option after it is granted, (ii) cancel an Option when the Option Price exceeds the Fair Market Value of the underlying Shares in exchange for cash or another Incentive Award (other than in connection with Substitute Awards), and (iii) take any other action with respect to an Option that may be treated as a repricing under the rules and regulations of the national securities exchange on which Shares are listed.

(d) Term. In the Incentive Agreement, the Committee shall fix the term of each Stock Option, which shall not exceed ten (10) years from the date of grant.

(e) Exercise. The Committee shall determine the time or times at which a Stock Option may be exercised, in whole or in part. Each Stock Option may specify the required period of continuous Employment and/or the Performance Criteria to be achieved before the Stock Option or portion thereof will become exercisable. Each Stock Option, the exercise of which, or the timing of the exercise of which, is dependent, in whole or in part, on the achievement of designated Performance Criteria, may specify a minimum level of achievement in respect of the specified Performance Criteria below which no Stock Options will be exercisable and a method for determining the number of Stock Options that will be exercisable if performance is at or above such minimum but short of full achievement of the Performance Criteria.

2.3 Stock Option Exercises

(a) Methods of Exercise. Stock Options granted under the Plan may be exercised by the Grantee, by a Permitted Assignee thereof, or by the Grantee's executor, administrator, guardian or legal representative as to all or part of the Shares covered thereby, by the giving of notice of exercise to the Company or its designated agent, specifying the number of Shares to be purchased, accompanied by payment of the full Option Price for the Shares being purchased. The Option Price shall be payable to the Company in full at the option of the Grantee either (i) in cash or cash equivalents (including certified check or bank check or wire transfer of immediately available funds), (ii) by tendering previously acquired Shares (either actually or by

attestation, valued at their then Fair Market Value), (iii) with the consent of the Committee, by delivery of other consideration (including, where permitted by law and the Committee, other Incentive Awards) having a Fair Market Value on the exercise date equal to the total Option Price, (iv) by withholding Shares otherwise issuable in connection with the exercise of the Option, (v) through any other method specified in an Incentive Agreement, or (vi) any combination of any of the foregoing. The notice of exercise, accompanied by such payment, shall be delivered to the Company at its principal business office or such other office as the Committee may from time to time direct, and shall be in such form, containing such further provisions consistent with the provisions of the Plan, as the Committee may from time to time prescribe. In no event may any Option granted hereunder be exercised for a fraction of a Share. No adjustment shall be made for ordinary cash dividends or other rights for which the record date is prior to the date as of which the Grantee exercises the Option and becomes the sole owner of the subject Shares. An Option shall be automatically exercised as of the end of the last day of the term of the Option, if the Option Price is less than the Fair Market Value of a Share on such date, on a net exercise basis as contemplated by Section 2.3(a)(iv) and with tax withholding satisfied by the Company retaining Shares from the exercise as contemplated by Section 6.3.

(b) Restrictions on Option Share Transferability. The Committee may impose such restrictions on any grant of Stock Options or on any Shares acquired pursuant to the exercise of a Stock Option as it may deem advisable. Any certificate issued to evidence Shares issued upon the exercise of an Incentive Award may bear such legends and statements as the Committee shall deem advisable to assure compliance with federal and state laws and regulations.

Any Grantee or other person exercising an Incentive Award shall be required, if requested by the Committee, to give a written representation that the Incentive Award and the Shares subject to the Incentive Award will be acquired for investment and not with a view to public distribution; provided, however, that the Committee, in its discretion, may release any person receiving an Incentive Award from any such representations either prior to or subsequent to the exercise of the Incentive Award.

2.4 Stock Appreciation Rights

(a) Grant and Exercise. The Committee may provide Stock Appreciation Rights (i) in conjunction with all or part of any Option granted under the Plan or at any subsequent time during the term of such Option, (ii) in conjunction with all or part of any Incentive Award (other than an Option) granted under the Plan or at any subsequent time during the term of such Incentive Award (clause (i) above and this clause (ii), a "Tandem Stock Appreciation Right"), or (iii) without regard to any Option or other Incentive Award (a "Freestanding Stock Appreciation Right"), in each case upon such terms and conditions as the Committee may establish in its sole discretion. As used herein, "Stock Appreciation Right" means a Tandem Stock Appreciation Right or Freestanding Stock Appreciation Right.

(b) Terms and Conditions. Stock Appreciation Rights shall be subject to such terms and conditions, not inconsistent with the provisions of the Plan, as shall be determined from time to time by the Committee, including the following:

(i) Upon the exercise of a Stock Appreciation Right, the holder shall have the right to receive the excess of (i) the Fair Market Value of one Share on the date of exercise or such other amount as the Committee shall so determine at any time during a specified period before the date of exercise over (ii) the exercise price of the right on the date of grant, or in the case of a Tandem Stock Appreciation Right granted on the date of grant of the related Option, as specified by the Committee in its sole discretion, which, except in the case of Substitute Awards or in connection with an adjustment provided in Section 5.5 or in accordance with paragraph (b)(vii) of this Section, shall not be less than the Fair Market Value of one Share on such date of grant of the right or the related Option, as the case may be. Other than pursuant to Section 5.5, the Committee shall not, without the approval of the Company stockholders, (a) lower the exercise price of a Stock Appreciation Right after it is granted, (b) cancel a Stock Appreciation Right when the exercise price exceeds the Fair Market Value of the underlying Shares in exchange for cash or another Incentive Award (other than in connection with Substitute Awards), or (c) take any other action with respect to a Stock Appreciation Right that may be treated as a repricing under the rules and regulations of the national securities exchange on which Shares are listed.

(ii) Upon the exercise of a Stock Appreciation Right, the Committee shall determine in its sole discretion whether payment shall be made in cash, in whole Shares or other property, or any combination thereof.

(iii) Any Tandem Stock Appreciation Right may be granted at the same time as the related Option is granted or at any time thereafter before exercise or expiration of such Option.

(iv) Any Tandem Stock Appreciation Right may be exercised only when the related Option would be exercisable and the Fair Market Value of the Shares subject to the related Option exceeds the Option Price at which Shares can be acquired pursuant to the Option. In addition, if a Tandem Stock Appreciation Right exists with respect to less than the full number of Shares covered by a related Option, then an exercise or termination of such Option shall not reduce the number of Shares to which the Tandem Stock Appreciation Right applies until the number of Shares then exercisable under such Option equals the number of Shares to which the Tandem Stock Appreciation Right applies.

(v) Any Option related to a Tandem Stock Appreciation Right shall no longer be exercisable to the extent the Tandem Stock Appreciation Right has been exercised.

(vi) The provisions of Stock Appreciation Rights need not be the same with respect to each recipient.

(vii) The Committee may impose such other conditions or restrictions on the terms of exercise and the exercise price of any Stock Appreciation Right as it shall deem appropriate. Notwithstanding the foregoing provisions of this Section 2.4(b), but subject to Section 5.5, a Freestanding Stock Appreciation Right shall generally have the same terms and conditions as Options, including (i) an exercise price not less than Fair Market Value on the date of grant and (ii) a term not greater than ten (10) years (including an extension of term as provided in Section 2.3 and automatic exercise of an otherwise expiring Incentive Award provided in Section 2.3). In addition to the foregoing, but subject to Section 5.5, the base amount of any Stock Appreciation Right shall not be reduced after the date of grant.

(viii) The Committee may impose such terms and conditions on Stock Appreciation Rights granted in conjunction with any Incentive Award (other than an Option) as the Committee shall determine in its sole discretion.

(ix) The terms and conditions of this Section 2.4(b) shall be applied to a Tandem Stock Appreciation Right identified in clause (ii) of Section 2.4(a), and, for such purpose, references to Options in thisSection 2.4(b) shall be replaced with the relevant Incentive Award related to such Tandem Stock Appreciation Right.

SECTION 3 - RESTRICTED STOCK

3.1 Grant of Restricted Stock

(a) General Provisions. With respect to a Grantee who is an Employee or Outside Director, Shares of Restricted Stock may be awarded by the Committee with such restrictions during the Restriction Period as the Committee shall designate in its discretion. Any such restrictions may differ with respect to a particular Grantee. Restricted Stock shall be awarded for no additional consideration or such additional consideration as the Committee may determine, which consideration may be less than, equal to or more than the Fair Market Value of the shares of Restricted Stock on the grant date. Any Restricted Stock Award may, at the time of grant, be designated by the Committee in its discretion as a Performance-Based Award.

(b) Immediate Transfer Without Immediate Delivery of Restricted Stock. Unless otherwise specified in the Grantee's Incentive Agreement, each Restricted Stock Award shall constitute an immediate transfer of the record and beneficial ownership of the Shares of Restricted Stock to the Grantee in consideration of the performance of services as an Employee or Outside Director, as applicable, entitling such Grantee to all voting and other ownership rights in such Shares.

As specified in the Incentive Agreement, a Restricted Stock Award may limit the Grantee's dividend rights during the Restriction Period. In the Incentive Agreement, the Committee may apply any restrictions to the dividends that the Committee deems appropriate.

Shares awarded pursuant to a grant of Restricted Stock, whether or not under a Performance-Based Award, may be reflected in such manner as determined by the Committee until such time as the restrictions on transfer have expired.

3.2 Restrictions

(a) Forfeiture of Restricted Stock. Restricted Stock awarded to a Grantee shall be subject to such restrictions that the Committee determines are appropriate, including, without limitation, provisions subjecting the Restricted Stock to continuing restrictions in the hands of any transferee.

(b) Issuance of Certificates. Reasonably promptly after the date of grant with respect to Shares of Restricted Stock, the Company may cause to be issued a stock certificate or other book-entry evidence of ownership, registered in the name of the Grantee to whom such Shares of Restricted Stock were granted, evidencing such Shares; provided, however, that the Company shall not cause to be issued such a stock certificate unless it has received a stock power duly endorsed in blank by the Grantee with respect to such Shares. Any such stock certificate shall bear the following legend or any other legend approved by the Company:

The transferability of this certificate and the shares of stock represented hereby are subject to the restrictions, terms and conditions (including forfeiture and restrictions against transfer) contained in the Parker Drilling Company 2019 Long-Term Incentive Plan and an Incentive Agreement entered into between the registered owner of such shares and Parker Drilling Company. A copy of this Plan and Incentive Agreement are on file in the main corporate office of Parker Drilling Company.

Such legend shall not be removed from the certificate evidencing such Shares of Restricted Stock unless and until such Shares vest pursuant to the terms of the Incentive Agreement.

(c) Removal of Restrictions. The Committee, in its discretion, shall have the authority to remove any or all of the restrictions on the Restricted Stock if it determines that such action is necessary or appropriate.

3.3 Delivery of Shares of Common Stock

Subject to withholding taxes under Section 6.3 and to the terms of the Incentive Agreement, evidence of ownership of the Shares of Restricted Stock with respect to which the restrictions in the Incentive Agreement have been satisfied shall be delivered to the Grantee or other appropriate recipient free of restrictions.

SECTION 4 - OTHER AWARDS

4.1 Grant of Other Stock-Based Awards

Other Stock-Based Awards may be awarded by the Committee to selected Grantees that are payable in Shares or in cash, as determined in the discretion of the Committee. Types of Other Stock-Based Awards that are payable in Shares include, without limitation, purchase rights, Shares of Common Stock awarded that are not subject to any restrictions or conditions, Shares of Common Stock awarded subject to the satisfaction of specified performance criteria, Incentive Awards valued by reference to the performance of a specified Subsidiary, division or department of the Company, and Shares issued in settlement or cancellation of rights of any person with a vested interest in any other plan, fund, program or arrangement that is or was sponsored, maintained or participated in by the Company (or any Subsidiary).

In addition to Other Stock-Based Awards that are payable in Shares, the Committee may award to a Grantee either Phantom Shares that are payable in cash or Restricted Stock Units that are payable in Shares of Common Stock. A "Phantom Share" is one unit granted to a Grantee which entitles him to receive a cash payment equal to the Fair Market Value of one Share of Common Stock on the vesting date specified in the Incentive Agreement. A "Restricted Stock Unit" is one unit granted to a Grantee which entitles him to receive a Share of Common Stock on the vesting date specified in the Incentive Agreement.

4.2 Other Stock-Based Award Terms

(a) Purchase Price. The amount of consideration required to be received by the Company shall be either: (i) no consideration other than services actually rendered (in the case of authorized and unissued shares) or to be rendered; or (ii) as otherwise specified in the Incentive Agreement.

(b) Performance Criteria. In its discretion, the Committee may specify Performance Criteria for: (i) vesting in Other Stock-Based Awards; and (ii) payment thereof to the Grantee. The extent to which any such Performance Criteria have been met shall be determined and certified by the Committee.

4.3 Other Cash Awards

(a) Grant. Other Cash Awards may be awarded, in the discretion of the Committee, to a Grantee as a special recognition Incentive Award for exemplary performance, as a supplement to other grants, or for such reasons as the Committee may determine.

(b) Settlement. Upon vesting of an Other Cash Award in accordance with its terms, the Grantee shall be entitled to receive a cash payment subject to such terms as the Committee may determine, if any. Unless otherwise provided in the Incentive Agreement, if the Grantee's Employment is terminated for any reason prior to full vesting in any part of an Other Cash Award, any non-vested portion at the time of such termination shall automatically expire and no further vesting shall occur after the termination date, subject to partial vesting as may be permitted by this Plan or an Incentive Agreement.

SECTION 5 - PLAN PARTICIPATION

5.1 Incentive Agreement

Each Grantee to whom an Incentive Award is granted shall be required to enter into an Incentive Agreement with the Company, in such a form as is provided by the Committee, provided that (a) any Emergence Award that is a Restricted Stock Unit shall be granted pursuant to the Incentive Agreement attached to the applicable individual's employment agreement as Exhibit A and (b) any Emergence Award that is a Stock Option shall be granted pursuant to the Incentive Agreement attached to the applicable individual's employment agreement as Exhibit B. The Incentive Agreement shall contain specific terms as determined by the Committee, in its discretion, with respect to the Grantee's particular Incentive Award. Such terms need not be uniform among all Grantees or any similarly situated Grantees with the exception of the Emergence Awards. The Incentive Agreement may include, without limitation, vesting, forfeiture and other provisions particular to the particular Grantee's Incentive Award, as well as, for example, provisions to the effect that the Grantee: (i) shall not disclose any confidential information acquired during Employment with the Company; (ii) shall abide by all the terms and conditions of this Plan and such other terms and conditions as may be imposed by the Committee; (iii) shall not interfere with the employment or other service of any Employee; (iv)

shall not compete with the Company or its Subsidiaries or become involved in a conflict of interest with the interests of the Company or its Subsidiaries; (v) shall forfeit an Incentive Award if terminated for Cause; (vi) shall not be permitted to make an election under Code Section 83(b) when applicable; and (vii) shall be subject to any other agreement between the Grantee and the Company regarding Shares that may be acquired under an Incentive Award including, without limitation, an agreement restricting the transferability of shares acquired or providing for the recoupment of shares or the cash equivalent thereof. An Incentive Agreement shall include such terms and conditions as are determined by the Committee, in its discretion, to be appropriate with respect to any individual Grantee.

5.2 No Right to Employment

Nothing in this Plan or any instrument executed pursuant to this Plan shall create any Employment rights (including without limitation, rights to continued Employment) in any Grantee or affect the right of the Company or any Subsidiary to terminate the Employment of any Grantee at any time.

5.3 Transferability

Except as provided below, and except as otherwise authorized by the Committee in an Incentive Agreement, no Incentive Award and no Shares subject to Incentive Awards that have not been issued or as to which any applicable restriction, performance or deferral period has not lapsed, may be sold, assigned, transferred, pledged or otherwise encumbered, other than by will or the laws of descent and distribution, or pursuant to a qualified domestic relations order, and such Incentive Award may be exercised during the life of the Grantee only by the Grantee or the Grantee's guardian or legal representative. Notwithstanding the foregoing, a Grantee may assign or transfer an Incentive Award (i) for charitable donations, (ii) to the Grantee's spouse, children or grandchildren (including any adopted and stepchildren and grandchildren), (iii) to a trust for the benefit of one or more of the Grantee or the persons referred to in clause (ii), or (iv) to any other person with the consent of the Committee (each transferee thereof, a "Permitted Assignee"); provided that such Permitted Assignee shall be bound by and subject to all of the terms and conditions of the Plan and the Incentive Agreement relating to the transferred Incentive Award and shall execute an agreement satisfactory to the Company evidencing such obligations; and provided further that such Permitted Assignee shall remain bound by the terms and conditions of the Plan. The Company shall cooperate with any Permitted Assignee and the Company's transfer agent in effectuating any transfer permitted under this Section.

5.4 Rights as a Stockholder

(a) No Stockholder Rights. Except as otherwise provided in Section 3.1(b) for grants of Restricted Stock, a Grantee of an Incentive Award (or a permitted transferee of such Grantee) shall have no rights as a stockholder with respect to any Shares of Common Stock until the issuance of a stock certificate or other evidence of ownership for such Shares.

(b) Representation of Ownership. In the case of the exercise of an Incentive Award by a person or estate acquiring the right to exercise such Incentive Award by reason of the death or incapacity of a Grantee, the Committee may require reasonable evidence as to the ownership of such Incentive Award or the authority of such person. The Committee may also require such consents and releases of taxing authorities as it deems advisable.

5.5 Adjustments

(a) Effect on Corporate Transactions. The existence of outstanding Incentive Awards shall not affect in any manner the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the capital stock of the Company or its business or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or prior preference stock (whether or not such issue is prior to, on a parity with or junior to the Common Stock) or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding of any kind, whether or not of a character similar to that of the acts or proceedings enumerated above.

(b) Stock Splits, Dividends. In the event of any subdivision or consolidation of outstanding Shares, declaration of a dividend payable in Shares or other stock split, then (i) the number of Shares available for issuance under this Plan, (ii) the number of Shares covered by outstanding Incentive Awards in the form of Common Stock or units denominated in Common Stock, (iii) the Option Price or other price in respect of such Incentive Awards, and (iv) the appropriate Fair Market Value and other price determinations for such Incentive Awards shall each be proportionately adjusted by the Committee to reflect such transaction. In the event of any other recapitalization or capital reorganization of the Company, any consolidation or merger of the Company with another corporation or entity, the adoption by the Company of any plan of exchange affecting the Common Stock or any distribution to holders of Common Stock of cash, securities or property (other than normal cash dividends or dividends payable in Common Stock), the Committee shall make appropriate adjustments to (1) the number of Shares covered by Incentive Awards in the form of Common Stock or units denominated in Common Stock, (2) the Option Price or other price in respect of such Incentive Awards, (3) the appropriate Fair Market Value and other price determinations for such Incentive Awards, and (4) the number of Shares available under this Plan for Stock Awards to give effect to such transaction; provided, that, such adjustments shall only be such as are necessary to maintain the proportionate interest of the holders of the Incentive Awards and preserve, without exceeding, the value of such Incentive Awards.

(c) Mergers, Reorganizations, Liquidations. In connection with a corporate merger, consolidation, acquisition of property or stock, separation, reorganization or liquidation (including a Change in Control), the Committee may make such adjustments to Incentive Awards or other provisions for the disposition of Incentive Awards as it deems equitable, and shall be authorized, in its discretion, to (i) provide for the substitution of a new Incentive Award or other arrangement (which, if applicable, may be exercisable for such property or stock as the Committee determines) for an Incentive Award or the assumption of the Incentive Award (and for Incentive Awards not granted under this Plan), regardless of whether in a transaction to which Code Section 424(a) applies, (ii) provide, prior to the transaction, for the acceleration of the vesting and exercisability of, or lapse of restrictions with respect to, the Incentive Award and, if the transaction is a cash merger, provide for the termination of any portion of the Incentive Award that remains unexercised at the time of such transaction, (iii) provide for the acceleration

of the vesting and exercisability of an Incentive Award and the cancellation or settlement thereof in exchange for such payment (in cash, stock or other property) as the Committee, in its sole discretion, determines is a reasonable approximation of the value thereof, (iv) cancel any Incentive Awards and direct the Company to deliver to the individuals who are the holders of such Incentive Awards cash in an amount that the Committee shall determine in its sole discretion is equal to the Fair Market Value of such Incentive Awards as of the date of such event, which, in the case of any Option, shall be the amount equal to the excess of the Fair Market Value of a Share as of such date over the per-Share Option Price for such Option (for the avoidance of doubt, if such Option Price is less than such Fair Market Value, the Option may be canceled for no consideration), or (v) cancel Incentive Awards that are Options and give the individuals who are the holders of such Incentive Awards notice and opportunity to exercise prior to such cancellation.

(d) Compliance with Code Section 409A. No adjustment authorized by this Section 5.5 shall be made in such manner that would result in this Plan or any amounts or benefits payable hereunder to fail to comply with or be exempt from Code Section 409A, and any such adjustment that may reasonably be expected to result in such failure shall be of no force or effect.

SECTION 6 - GENERAL

6.1 Conflicts with Plan

Except as set forth in the Incentive Agreement, in the event of any inconsistency or conflict between the terms of the Plan and an Incentive Agreement, the terms of the Plan shall govern.

6.2 Unfunded Plan

No provision of this Plan shall require the Company, for the purpose of satisfying any obligations under this Plan, to purchase assets or place any assets in a trust or other entity to which contributions are made, or otherwise to segregate any assets. In addition, the Company shall not be required to maintain separate bank accounts, books, records or other evidence of the existence of a segregated or separately maintained or administered fund for purposes of this Plan. Although bookkeeping accounts may be established with respect to Grantees who are entitled to cash, Common Stock or rights thereto under this Plan, any such accounts shall be used merely as a bookkeeping convenience. The Company shall not be required to segregate any assets that may at any time be represented by cash, Common Stock or rights thereto. This Plan shall not be construed as providing for such segregation, nor shall the Company, the Board or the Committee be deemed to be a trustee of any cash, Common Stock or rights thereto. Any liability or obligation of the Company to any Grantee with respect to an Incentive Award shall be based solely upon any contractual obligations that may be created by this Plan and any Incentive Agreement, and no such liability or obligation of the Company shall be deemed to be secured by any pledge or other encumbrance on any property of the Company. None of the Company, the Board or the Committee shall be required to give any security or bond for the performance of any obligation that may be created by this Plan.

6.3 Withholding Taxes

The Company shall have the right to make all payments or distributions pursuant to the Plan to a Grantee (or a Permitted Assignee thereof) (any such person, a "Payee") net of any applicable federal, state and local taxes required to be paid or withheld as a result of (i) the grant of any Incentive Award, (ii) the exercise of an Option or Stock Appreciation Right, (iii) the delivery of Shares or cash, (iv) the lapse of any restrictions in connection with any Incentive Award or (v) any other event occurring pursuant to the Plan. The Company or any Subsidiary shall have the right to withhold from wages or other amounts otherwise payable to such Payee such withholding taxes as may be required by law, or to otherwise require the Payee to pay such withholding taxes. If the Payee shall fail to make such tax payments as are required, the Company or its Subsidiaries shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to such Payee or to take such other action as may be necessary to satisfy such withholding obligations. The Grantee shall be authorized to elect to satisfy such obligation for the payment of such taxes by tendering previously acquired Shares (either actually or by attestation, valued at their then Fair Market Value), or by directing the Company to retain Shares (up to the Grantee's minimum required tax withholding rate or such other rate that will not trigger a negative accounting impact) otherwise deliverable in connection with the Incentive Award.

6.4 Deferrals; Dividend Equivalents

The Committee shall be authorized to establish procedures pursuant to which the payment of any Incentive Award may be deferred. Subject to the provisions of the Plan and any Incentive Agreement, the recipient of an Incentive Award (including any deferred Incentive Award) may, if so determined by the Committee, be entitled to receive, currently or on a deferred basis, cash, stock or other property dividends, or cash payments in amounts equivalent to cash, stock or other property dividends on Shares ("Dividend Equivalents") with respect to the number of Shares covered by the Incentive Award, as determined by the Committee, in its sole discretion. The Committee may provide that such amounts and Dividend Equivalents (if any) shall be deemed to have been reinvested in additional Shares or otherwise reinvested and may provide that such as amounts and Dividend Equivalents are subject to the same vesting or performance conditions as the underlying Incentive Award. Dividend Equivalents attributable to Performance-Based Awards shall not be paid out before the underlying Performance-Based Award has been earned.

6.5 No Guarantee of Tax Consequences

Neither the Company nor the Committee makes any commitment or guarantee that any federal, state or local tax treatment will apply or be available to any person participating or eligible to participate hereunder.

6.6 Securities Requirements

No Shares will be issued or transferred pursuant to an Incentive Award unless and until all then-applicable requirements imposed by applicable securities and other laws, rules and regulations and by any regulatory agencies having jurisdiction and by any stock market or exchange upon which the Common Stock may be listed, have been fully met. As a condition precedent to the

issuance of Shares pursuant to the grant or exercise of an Incentive Award, the Company may require the Grantee to take any reasonable action to meet such requirements. The Company shall not be obligated to take any affirmative action in order to cause the issuance or transfer of Shares pursuant to an Incentive Award to comply with any law or regulation described in the second preceding sentence.

6.7 Designation of Beneficiary by Grantee

Each Grantee may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Plan is to be paid in case of his death before he receives any or all of such benefit. Each such designation shall revoke all prior designations by the same Grantee, shall be in a form prescribed by the Committee, and will be effective only when filed by the Grantee in writing with the Company's Human Resources Department, with a copy to the Committee, during the Grantee's lifetime, and received and accepted by the Human Resources Department. In the absence of any such designation, benefits remaining unpaid at the Grantee's death shall be paid to the legal representative of the Grantee's estate.

6.8 Amendment and Termination

The Board may amend, modify, suspend or terminate this Plan (and the Committee may amend or modify an Incentive Agreement) for the purpose of meeting or addressing any changes in legal requirements or for any other purpose permitted by applicable law, except that: (i) no amendment or alteration that would adversely affect the rights of any Grantee in any material way under any Incentive Award previously granted to such Grantee shall be made without the consent of such Grantee; and (ii) no amendment or alteration shall be effective prior to its approval by the stockholders of the Company to the extent stockholder approval is otherwise required by applicable legal requirements or the requirements of the securities exchange on which the Common Stock is listed, including any amendment that expands the types of Incentive Awards available under this Plan, materially increases the number of Shares available for Incentive Awards under this Plan, materially expands the classes of persons eligible for Incentive Awards under this Plan, materially extends the term of this Plan, materially changes the method of determining the Option Price of Options, or deletes or limits any provisions of this Plan that prohibit the repricing of Options or Stock Appreciation Rights. Notwithstanding any provision in this Plan to the contrary, this Plan shall not be amended or terminated in such manner that would cause this Plan or any amounts or benefits payable hereunder to fail to comply with or be exempt from Code Section 409A, and any such amendment or termination that may reasonably be expected to result in such failure shall be of no force or effect.

6.9 Successors to Company

All obligations of the Company under this Plan with respect to Incentive Awards granted hereunder shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

6.10 Miscellaneous

(a) No Employee or Outside Director, or other person shall have any claim or right to be granted an Incentive Award under this Plan. Neither this Plan, nor any action taken hereunder, shall be construed as giving any Employee or Outside Director any right to be retained in the Employment or other service of the Company or any Subsidiary.

(b) The expenses of this Plan shall be borne by the Company.

(c) By accepting any Incentive Award, each Grantee and each person claiming by or through him or her shall be deemed to have indicated his or her acceptance of this Plan.

6.11 Severability

In the event that any provision of this Plan shall be held illegal, invalid or unenforceable for any reason, such provision shall be fully severable, but shall not affect the remaining provisions of this Plan, and this Plan shall be construed and enforced as if the illegal, invalid, or unenforceable provision was not included herein.

6.12 Gender, Tense and Headings

Whenever the context so requires, words of the masculine gender used herein shall include the feminine and neuter, and words used in the singular shall include the plural. Section headings as used herein are inserted solely for convenience and reference and constitute no part of the interpretation or construction of this Plan.

6.13 Governing Law

This Plan shall be interpreted, construed and constructed in accordance with the laws of the State of Texas without regard to its conflicts of law provisions, except as may be superseded by applicable laws of the United States.

6.14 Effective Date; Expiration of Plan

The Plan shall be effective on the date of the effective date of the Amended Joint Chapter 11 Plan of Reorganization of the Company and its Debtor Affiliates (the "Effective Date").

6.15 Code Section 409A

(a) Incentive Awards made under this Plan are intended to comply with or be exempt from Code Section 409A, and ambiguous provisions hereof, if any, shall be construed and interpreted in a manner consistent with such intent. No payment, benefit or consideration shall be substituted for an Incentive Award if such action would result in the imposition of taxes under Code Section 409A. Notwithstanding anything in this Plan to the contrary, if any Plan provision or Incentive Award under this Plan would result in the imposition of an additional tax under Code Section 409A, that Plan provision or Incentive Award shall be reformed, to the extent permissible under Code Section 409A, to avoid imposition of the additional tax, and no such action shall be deemed to adversely affect the Grantee's rights to an Incentive Award.

(b) Unless the Committee provides otherwise in an Incentive Agreement, each Incentive Award other than Options, Stock Appreciation Rights and Restricted Stock (or portion thereof if the Incentive Award is subject to a vesting schedule) shall be settled no later than the fifteenth (15th) day of the third (3rd) month after the end of the first calendar year in which the Incentive Award (or such portion thereof) is no longer subject to a "substantial risk of forfeiture" within the meaning of Code Section 409A. If the Committee determines that an Incentive Award other than Options, Stock Appreciation Rights and Restricted Stock is intended to be subject to Code Section 409A, the applicable Incentive Agreement shall include terms that are designed to satisfy the requirements of Code Section 409A.

(c) If the Grantee is identified by the Company as a "specified employee" within the meaning of Code Section 409A(a)(2)(B)(i) on the date on which the Grantee has a "separation from service" (other than due to death) within the meaning of Treasury Regulation § 1.409A-1(h), any Incentive Award payable or settled on account of a separation from service that is deferred compensation subject to Code Section 409A shall be paid or settled on the earliest of (i) the first business day following the expiration of six months from the Grantee's separation from service, (ii) the date of the Grantee's death, or (iii) such earlier date as complies with the requirements of Code Section 409A.

IN WITNESS WHEREOF, the Company has caused this Plan to be duly executed in its name and on its behalf by its duly authorized officer, to be effective as of the Effective Date.

PARKER DRILLING COMPANY

By: _____
Name: _____
Title: _____

Exhibit 10.6

PARKER DRILLING COMPANY

FORM OF RESTRICTED STOCK UNIT INCENTIVE AGREEMENT

THIS RESTRICTED STOCK UNIT INCENTIVE AGREEMENT (this "**Agreement**") is made and entered into by and between Parker Drilling Company, a Delaware corporation (the "**Company**"), and [ ], an employee of the Company ("**Grantee**"), as of March 26, 2019 (the "**Grant Date**"). The Restricted Stock Units granted to Grantee pursuant to this Agreement shall be granted under the Parker Drilling Company 2019 Long-Term Incentive Plan, as it may be amended from time to time (the "**Plan**"), and are subject to the terms and conditions of the Plan. The Plan is hereby incorporated herein in its entirety by this reference and capitalized terms not otherwise defined in this Agreement shall have the meaning given to such terms in the Plan.

WHEREAS, the Company desires to grant Restricted Stock Units to Grantee, subject to the terms and conditions of this Agreement and the Plan, with a view to increasing Grantee's interest in the Company's success and growth; and

WHEREAS, Grantee desires to be the holder of Restricted Stock Units subject to the terms and conditions of this Agreement and the Plan.

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Grant of Restricted Stock Units. Subject to the terms and conditions of this Agreement and the Plan, the Company hereby grants to Grantee [ ] Restricted Stock Units (the "**Units**"). Subject to Section 3 hereof, each Unit shall initially represent one share of the Company's Common Stock ("**Share**"). Each Unit represents an unsecured promise of the Company to deliver one Share to the Grantee pursuant to the terms and conditions of the Plan and this Agreement. As a holder of Units, the Grantee has the rights of a general unsecured creditor of the Company until the Units are converted to Shares upon vesting and transferred to Grantee, as set forth herein.

2. Transfer Restrictions. Grantee shall not sell, assign, transfer, exchange, pledge, encumber, gift, devise, hypothecate or otherwise dispose of (collectively, "**Transfer**") any Units granted hereunder, except as provided under the Plan. Any purported Transfer of Units in breach of this Agreement shall be void and ineffective, and shall not operate to Transfer any interest or title in the purported transferee.

3. Vesting of Units and Delivery of Shares.

(a) *Vesting Dates*. Grantee shall vest in the Units granted hereunder in accordance with the following schedule: (i) 33 1/3% of the Units shall vest on the first anniversary of the Grant Date, (ii) 33 1/3% of the Units shall vest on the second anniversary of the Grant Date and (iii) 33 1/3% of the Units shall vest on the third anniversary of the Grant Date (each, a "**Vesting Date**"), provided that the Grantee is still an Employee and has continuously been an Employee from the Grant Date through the respective Vesting Date, except as provided in Section 4 hereof.

(b) *Change in Control*. If there is a Change in Control, all the outstanding Units shall automatically become 100% vested and free of all restrictions upon the consummation of the Change in Control. Notwithstanding anything in the Plan to the contrary, a transaction by the Excluded Buyers that would otherwise constitute a Change in Control will not be considered to be a Change in Control for purposes of this Agreement if the Excluded Buyers agree to provide the Grantee with customary tag along rights that permit the Grantee to participate on a pro rata basis in future sales by the Excluded Buyer or any of its Affiliates on the same terms and conditions as the applicable selling Excluded Buyer, customary piggy-back registration rights, and Grantee agrees to be subject to customary drag rights provided that, with respect to both the tag along rights and drag along rights, the Grantee will not be required to agree to restrictive covenants that are more onerous to the Grantee than those set forth in the Employment Agreement (defined below).

(c) *Settlement of Shares*. As soon as practicable, but in no event later than ten (10) days after any Units become vested, the Company shall deliver to Grantee the number of Shares for the vested Units and such Units shall expire when exchanged for such Shares. The form of such delivery (*e.g.*, a stock certificate or electronic entry evidencing such Shares) shall be determined by the Company. In all cases, the delivery of Shares under this Award is intended to comply with Treasury Regulation 1.409A-1(b)(4) and shall be construed and administered in such a manner. All Shares delivered to or on behalf of Grantee in exchange for vested Units shall be subject to any further transfer or other restrictions as may be required by securities law or other applicable law as determined by the Company.

(d) *Dividends and Splits*. If the Company (i) declares a stock dividend or makes a distribution on its Shares, (ii) subdivides or reclassifies outstanding Shares into a greater number of Shares, or (iii) combines or reclassifies outstanding Shares into a smaller number of Shares, then the number of Units granted under this Agreement shall be proportionately increased or reduced, as applicable, so as to prevent the enlargement or dilution of Grantee's rights and duties hereunder. The determination of the Committee regarding such adjustments shall be binding.

(e) *Dividend Equivalents*. Each Unit shall be credited with an amount equal to the cash dividends paid by the Company in respect of Shares ("**Dividend Equivalents**"). Dividend Equivalents will be withheld by the Company and credited to the Grantee's account, and interest may be credited on the amount of cash Dividend Equivalents credited to the Grantee's account at a rate and subject to such terms as determined by the Committee. Dividend Equivalents credited to a Grantee's account and attributable to any particular Unit (and earnings thereon, if applicable) will be distributed in cash upon settlement of such Unit and, if such Unit is forfeited, the Grantee will have no right to such Dividend Equivalents.

4. Termination of Employment. If Grantee's Employment is voluntarily or involuntarily terminated by the Company or Grantee, then Grantee shall immediately forfeit for no consideration the outstanding Units that are not already vested as of such date, except as

provided below in this Section 4. Upon the forfeiture of any Units hereunder, the Grantee shall cease to have any rights in connection with such Units as of the date of forfeiture. Notwithstanding the foregoing, in the event of Grantee's Qualifying Termination, all of the restrictions and any other conditions for all Units scheduled to vest on the next Vesting Date shall be fully satisfied and such Units shall fully vest. Any remaining unvested Units shall be forfeited for no consideration. For purposes of this Agreement, "**Qualifying Termination**" means the Employment of Grantee is (i) terminated due to death or Disability, (ii) involuntarily terminated by the Company (or by any successor to the Company) for any reason except Cause or (iii) voluntarily terminated by the Grantee for Good Reason. For purposes of this Agreement, "**Cause**" and "**Good Reason**" have the respective meanings set forth in the Grantee's Employment Agreement with the Company dated March 26, 2019 (the "**Employment Agreement**").

5. Grantee's Representations. Notwithstanding any provision hereof to the contrary, the Grantee hereby agrees and represents that Grantee will not acquire any Shares, and that the Company will not be obligated to issue any Shares to the Grantee hereunder, if the issuance of such Shares constitutes a violation by the Grantee or the Company of any law or regulation of any governmental authority. Any determination in this regard that is made by the Committee, in good faith, shall be final and binding. The rights and obligations of the Company and the Grantee are subject to all applicable laws and regulations.

6. Tax Withholding. To the extent that the receipt of Shares hereunder results in compensation income to Grantee for federal, state or local income tax purposes, Grantee shall deliver to Company at such time the sum that the Company requires to meet its tax withholding obligations under applicable law or regulation, or, at the election of the Grantee, the Company shall withhold Shares having a Fair Market Value equal to all payroll and income taxes imposed on or incurred by Grantee in connection with such settlement.

7. Independent Legal and Tax Advice. The Grantee acknowledges that (a) the Company is not providing any legal or tax advice to Grantee and (b) the Company has advised the Grantee to obtain independent legal and tax advice regarding this Agreement and any payment hereunder.

8. No Rights in Shares. The Grantee shall have no rights as a stockholder in respect of any Shares, unless and until the Grantee becomes the record holder of such Shares on the Company's records.

9. Conflicts with Plan, Correction of Errors, and Grantee's Consent. In the event that any provision of this Agreement conflicts in any way with a provision of the Plan, the provisions of this Agreement shall control. All determinations and computations under this Agreement shall be made by the Committee (or its authorized delegate) in its discretion as exercised in good faith.

The award of Units is intended to comply with or be exempt from Section 409A of the Internal Revenue Code and any ambiguous provisions hereof shall be interpreted accordingly. Accordingly, Grantee consents to such amendment of this Agreement as the Committee may reasonably make in furtherance of such intention, and the Company shall promptly provide, or make available, to Grantee a copy of any such amendment.

10. Restrictive Covenants. As a condition to the award of the Units, the Grantee agrees to comply with Sections 10 through 15 and be bound by Sections 16 through 18 of the Employment Agreement, which are incorporated herein by reference.

11. Miscellaneous.

(a) *No Fractional Shares*. All provisions of this Agreement concern whole Shares. If the application of any provision hereunder would yield a fractional Share, such fractional Share shall be rounded down to the next whole Share if it is less than 0.5 and rounded up to the next whole Share if it is 0.5 or more.

(b) *Transferability of Units*. The Units are transferable only to the extent permitted in accordance with the Plan at the time of transfer (i) by will or by the laws of descent and distribution, or (ii) by a domestic relations order in such form as is acceptable to the Company. No right or benefit hereunder shall in any manner be liable for or subject to any debts, contracts, liabilities, obligations or torts of the Grantee or any permitted transferee thereof.

(c) *Not an Employment Agreement*. This Agreement is not an employment agreement, and no provision of this Agreement shall be construed or interpreted to create any Employment relationship between Grantee and the Company for any time period. The Employment of Grantee with the Company shall be subject to termination to the same extent as if this Agreement did not exist.

(d) *Notices*. Any notice, instruction, authorization, request or demand required hereunder shall be in writing, and shall be delivered either by personal in-hand delivery, by telecopy or similar facsimile means, by certified or registered mail, return receipt requested, or by courier or delivery service, addressed to the Company at its then current main corporate address, and to Grantee at the address indicated on the Company's records, or at such other address and number as a party has last previously designated by written notice given to the other party in the manner hereinabove set forth. Notices shall be deemed given when received, if sent by facsimile means (confirmation of such receipt by confirmed facsimile transmission being deemed receipt of communications sent by facsimile means); and when delivered and receipted for (or upon the date of attempted delivery where delivery is refused), if hand delivered, sent by courier or delivery service, or sent by certified or registered mail, return receipt requested.

(e) *Amendment, Termination and Waiver*. This Agreement may be amended, modified, terminated or superseded only by written instrument executed by or on behalf of the Grantee and the Company (by action of the Committee or its delegate) if such action is adverse to the Grantee. Any waiver of the terms or conditions hereof shall be made only by a written instrument executed and delivered by the party waiving compliance. Any waiver granted by the Company shall be effective only if executed and delivered by a duly authorized executive officer of the Company other than Grantee. The failure of any party at any time or times to require performance of any provisions hereof shall in no manner affect the right to enforce the same. No waiver by any party of any term or condition herein, or the breach thereof, in one or more instances shall be deemed to be, or construed as, a further or continuing waiver of any such condition or breach or a waiver of any other condition or the breach of any other term or condition.

(f) *No Guarantee of Tax or Other Consequences*. The Company makes no commitment or guarantee that any tax treatment will apply or be available to the Grantee or any other person. The Grantee has been advised, and provided with ample opportunity, to obtain independent legal and tax advice regarding this Agreement.

(g) *Governing Law and Severability*. This Agreement shall be governed by the laws of the State of Texas without regard to its conflicts of law provisions, except as preempted by controlling federal law. The invalidity of any provision of this Agreement shall not affect any other provision hereof or of the Plan, which shall remain in full force and effect.

(h) *Successors and Assigns*. This Agreement shall bind, be enforceable by, and inure to the benefit of, the Company and Grantee.

[Signature page follows.]

IN WITNESS WHEREOF, this Agreement is hereby approved and executed as of the date first written above.

Parker Drilling Company

By: _____
Name: _____
Title: _____

Grantee

_____
Signature

[Name of Grantee]

Grantee's Address for Notices:

_____

_____

PARKER DRILLING COMPANY

FORM OF STOCK OPTION INCENTIVE AGREEMENT

THIS STOCK OPTION INCENTIVE AGREEMENT (this "**Agreement**") is made and entered into by and between Parker Drilling Company, a Delaware corporation (the "**Company**"), and [ ], an employee of the Company ("**Grantee**"), as of March 26, 2019 (the "**Grant Date**"). The Stock Options granted to Grantee pursuant to this Agreement shall be granted under the Parker Drilling Company 2019 Long-Term Incentive Plan, as it may be amended from time to time (the "**Plan**"), and are subject to the terms and conditions of the Plan. The Plan is hereby incorporated herein in its entirety by this reference and capitalized terms not otherwise defined in this Agreement shall have the meaning given to such terms in the Plan.

WHEREAS, the Company desires to grant Stock Options to Grantee, subject to the terms and conditions of this Agreement and the Plan, with a view to increasing Grantee's interest in the Company's success and growth; and

WHEREAS, Grantee desires to be the holder of Stock Options subject to the terms and conditions of this Agreement and the Plan.

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Grant of Stock Options; Option Term. Subject to the terms and conditions of this Agreement and the Plan, the Company hereby grants to Grantee, subject to the terms hereof and the terms of the Plan, the right and option to purchase all or a portion of [ ] shares of the Common Stock of the Company (the "**Shares**"), par value $0.01 per Share, on or before the Expiration Date (the "**Options**"). No exercise as to a portion of the Shares shall preclude a later exercise or exercises as to additional portions. The Option shall be exercisable upon vesting only (a) as provided in Section 3 hereof and (b) during such time as Grantee remains an employee of the Company, and for 90 days after termination of employment, except as otherwise provided in Section 4.

The Options are Non-statutory Stock Options. The term of the Options shall expire ten years after the Grant Date.

2. Transfer Restrictions. Except as specifically authorized by the Board or the Compensation Committee, the Option shall be exercisable during Grantee's lifetime only by Grantee. The Options are transferable only to the extent permitted in accordance with the Plan at the time of transfer (a) by will or by the laws of descent and distribution, or (b) by a domestic relations order in such form as is acceptable to the Company. No right or benefit hereunder shall in any manner be liable for or subject to any debts, contracts, liabilities, obligations or torts of the Grantee or any permitted transferee thereof.

3. Terms and Conditions of the Option. The Option shall be subject to the following terms and conditions:

(a) *Option Price*. The price to be paid for each of the Shares with respect to which the Option is exercised, shall be $23.00 (the "**Option Price**").

(b) *Vesting Dates*. The Options granted hereunder will vest and become exercisable in accordance with the following schedule: (i) 33 1/3% of the Options shall vest and become exercisable on the first anniversary of the Grant Date, (ii) 33 1/3% of the Options shall vest and become exercisable on the second anniversary of the Grant Date and (iii) 33 1/3% of the Options shall vest and become exercisable on the third anniversary of the Grant Date (each, a "**Vesting Date**"), provided that the Grantee is still an Employee and has continuously been an Employee from the Grant Date through each Vesting Date, except as provided in Section 4 hereof.

(c) *Change in Control*. If there is a Change in Control, all the outstanding Options shall automatically become 100% vested and exercisable and free of all restrictions upon the consummation of the Change in Control. Notwithstanding anything in the Plan to the contrary, a transaction by the Excluded Buyers that would otherwise constitute a Change in Control will not be considered to be a Change in Control for purposes of this Agreement if the Excluded Buyers agree to provide the Grantee with customary tag along rights that permit the Grantee to participate on a pro rata basis in future sales by the Excluded Buyer or any of its Affiliates on the same terms and conditions as the applicable selling Excluded Buyer, customary piggy-back registration rights, and Grantee agrees to be subject to customary drag rights provided that, with respect to both the tag along rights and drag along rights, the Grantee will not be required to agree to restrictive covenants that are more onerous to the Grantee than those set forth in the Employment Agreement (defined below).

(d) *Exercise of Option*. The Option shall be exercisable as specified herein and in the Plan. Payment of the Option Price, and any payroll or income taxes imposed on or incurred by Grantee in connection with such exercise, for the number of Shares as to which the option is being exercised may be paid (i) in cash, (ii) in Shares held by the Grantee having an aggregate Fair Market Value, as determined as of the close of business on the day on which such Option is exercised, equal to the Option Price, (iii) by delivery of irrevocable instructions to a broker to promptly deliver to the Company the amount of sale proceeds necessary to pay for all Shares acquired through such exercise and any tax withholding obligations resulting from such exercise, (iv) by the withholding by the Company, pursuant to a written election delivered by the Grantee to the Administrator of the Plan on or prior to the date of exercise, from the Shares issuable upon any exercise of the Option that number of Shares having a Fair Market Value as of the close of business on the day prior to the day on which such Option is exercised equal to such Option Price, (v) by constructive delivery of Shares held by the Grantee having an aggregate Fair Market Value, as determined as of the close of business on the day of exercise, equal to the Option Price effected through providing the Company with a notarized statement on or before the day of exercise attesting to the number of Shares owned by the Grantee that will serve as the Option Price payment Shares, or (vi) by a combination of such methods. The Option shall not be exercisable with respect to fractions of a Share. Notwithstanding the foregoing, the Option shall not be exercisable to the extent and in any manner that the Company determines would violate applicable state or Federal securities laws or the rules and regulations of the New York Stock Exchange. In making any determination hereunder, the Company may rely upon the opinion of counsel for the Company.

(e) *Notice of Exercise*. Each exercise of the Option shall be by written notice to the Company. Each such notice shall state the number of Shares with respect to which the Option is being exercised and shall specify a date, not less than five nor more than ten days after the date of such notice, as the date on which the Shares will be delivered and payment made therefor at the principal offices of the Company. If any law or regulation requires the Company to take any action with respect to the Shares specified in such notice, then the date for delivery of such Shares against payment therefor shall be extended for the period necessary to take such action. In the event of any failure to pay for the number of Shares specified in such notice on the date set forth therein, subject to such date being extended as provided above, the Option shall terminate with respect to such number of Shares, but shall continue with respect to the remaining Shares covered by this Agreement and not yet acquired by exercise of the Option or any portion thereof.

(f) *Taxes*. Grantee shall pay all original issue or transfer taxes and all other fees and expenses incident to the issue, transfer, or delivery of Shares.

(g) *No Rights Until Issue*. No right to vote or receive dividends or any other rights as a stockholder of the Company shall exist with respect to the Shares, notwithstanding the exercise of the Option, until the underlying shares have been duly listed on the New York Stock Exchange and the issuance to the Grantee of a stock certificate or certificates representing such Shares.

(h) *Anti-dilution*. In the event of a merger, consolidation, reorganization, recapitalization, stock dividend, stock split or other change in the corporate structure or capitalization of the Company, the number of Shares and the Option Price shall be subject to appropriate adjustments as described in the Plan.

4. Termination of Employment. If Grantee's Employment is voluntarily or involuntarily terminated by the Company or Grantee, then Grantee shall immediately forfeit for no consideration the outstanding Options that are not already vested as of such date, except as provided below in this Section 4. Upon the forfeiture of any Options hereunder, the Grantee shall cease to have any rights in connection with such Options as of the date of forfeiture. Notwithstanding the foregoing, in the event of a Qualifying Termination, (i) all of the restrictions and any other conditions for all Options scheduled to vest on the next Vesting Date shall be fully satisfied and such Options shall fully vest and become exercisable and (ii) the vested portion of the Option shall be exercisable until the later of (A) five years after the Grant Date and (B) two years after the Qualifying Termination. Any remaining unvested Options shall be forfeited for no consideration. For purposes of this Agreement, "**Qualifying Termination**" means the Employment of Grantee is (1) terminated due to death or Disability, (2) involuntarily terminated by the Company (or by any successor to the Company) for any reason except Cause or (3) voluntarily terminated by the Grantee for Good Reason. For purposes of this Agreement, "**Cause**" and "**Good Reason**" have the respective meanings set forth in the Grantee's Employment Agreement with the Company dated March 26, 2019 (the "**Employment Agreement**").

5. Independent Legal and Tax Advice. The Grantee acknowledges that (a) the Company is not providing any legal or tax advice to Grantee and (b) the Company has advised the Grantee to obtain independent legal and tax advice regarding this Agreement and any payment hereunder.

6. No Rights in Shares. The Grantee shall have no rights as a stockholder in respect of any Shares, unless and until the Grantee becomes the record holder of such Shares on the Company's records.

7. Conflicts with Plan, Correction of Errors, and Grantee's Consent. In the event that any provision of this Agreement conflicts in any way with a provision of the Plan, the provisions of this Agreement shall control. All determinations and computations under this Agreement shall be made by the Committee (or its authorized delegate) in its discretion as exercised in good faith.

The award of Options is intended to comply with or be exempt from Section 409A of the Internal Revenue Code and any ambiguous provisions hereof shall be interpreted accordingly. Accordingly, Grantee consents to such amendment of this Agreement as the Committee may reasonably make in furtherance of such intention, and the Company shall promptly provide, or make available, to Grantee a copy of any such amendment.

8. Restrictive Covenants. As a condition to the award of the Units, the Grantee agrees to comply with Sections 10 through 15 and be bound by Sections 16 through 18 of the Employment Agreement, which are incorporated herein by reference.

9. Miscellaneous.

(a) *No Fractional Shares*. All provisions of this Agreement concern whole Shares. If the application of any provision hereunder would yield a fractional Share, such fractional Share shall be rounded down to the next whole Share if it is less than 0.5 and rounded up to the next whole Share if it is 0.5 or more.

(b) *Not an Employment Agreement*. This Agreement is not an employment agreement, and no provision of this Agreement shall be construed or interpreted to create any Employment relationship between Grantee and the Company for any time period. The Employment of Grantee with the Company shall be subject to termination to the same extent as if this Agreement did not exist.

(c) *Notices*. Any notice, instruction, authorization, request or demand required hereunder shall be in writing, and shall be delivered either by personal in-hand delivery, by telecopy or similar facsimile means, by certified or registered mail, return receipt requested, or by courier or delivery service, addressed to the Company at its then current main corporate address, and to Grantee at the address indicated on the Company's records, or at such other address and number as a party has last previously designated by written notice given to the other party in the manner hereinabove set forth. Notices shall be deemed given when received, if sent by facsimile means (confirmation of such receipt by confirmed facsimile transmission being deemed receipt of communications sent by facsimile means); and when delivered and receipted for (or upon the date of attempted delivery where delivery is refused), if hand delivered, sent by courier or delivery service, or sent by certified or registered mail, return receipt requested.

(d) *Amendment, Termination and Waiver*. This Agreement may be amended, modified, terminated or superseded only by written instrument executed by or on behalf of the Grantee and the Company (by action of the Committee or its delegate) if such action is adverse to the Grantee. Any waiver of the terms or conditions hereof shall be made only by a written instrument executed and delivered by the party waiving compliance. Any waiver granted by the Company shall be effective only if executed and delivered by a duly authorized executive officer of the Company other than Grantee. The failure of any party at any time or times to require performance of any provisions hereof shall in no manner affect the right to enforce the same. No waiver by any party of any term or condition herein, or the breach thereof, in one or more instances shall be deemed to be, or construed as, a further or continuing waiver of any such condition or breach or a waiver of any other condition or the breach of any other term or condition.

(e) *No Guarantee of Tax or Other Consequences*. The Company makes no commitment or guarantee that any tax treatment will apply or be available to the Grantee or any other person. The Grantee has been advised, and provided with ample opportunity, to obtain independent legal and tax advice regarding this Agreement.

(f) *Governing Law and Severability*. This Agreement shall be governed by the laws of the State of Texas without regard to its conflicts of law provisions, except as preempted by controlling federal law. The invalidity of any provision of this Agreement shall not affect any other provision hereof or of the Plan, which shall remain in full force and effect.

(g) *Successors and Assigns*. This Agreement shall bind, be enforceable by, and inure to the benefit of, the Company and Grantee.

[Signature page follows.]

IN WITNESS WHEREOF, this Agreement is hereby approved and executed as of the date first written above.

Parker Drilling Company

By: _____
Name: _____
Title: _____

Grantee

_____
Signature

[Grantee Name]

Grantee's Address for Notices:

_____

_____

Exhibit 10.8

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "**Agreement**") is made and entered into as of March 26, 2019 (the "**Effective Date**"), by and between PARKER DRILLING COMPANY, a Delaware corporation and PARKER DRILLING MANAGEMENT SERVICES LTD., a Nevada corporation, and Gary Rich ("**Executive**"). For the purposes of this Agreement, Parker Drilling Company and Parker Drilling Management Services Ltd., together with any Successor Entity, shall be collectively referred to as the "**Company**". The Company and Executive may sometimes hereafter be referred to singularly as a "**Party**" or collectively as the "**Parties**." Defined terms shall have the meanings ascribed to them in Appendix A of the Agreement.

W I T N E S S E T H:

WHEREAS, the Company desires to continue to employ Executive subject to the terms and conditions hereafter set forth; and

WHEREAS, Executive is willing to enter into the Agreement upon the terms and conditions set forth;

NOW, THEREFORE, in consideration of Executive's continued employment with the Company, and the mutual promises and agreements contained herein, the Parties hereto agree as follows:

1. **Employment**. During the Employment Period, the Company shall employ Executive, and Executive shall serve as Chairman, President and Chief Executive Officer of the Company. Executive's principal place of employment shall be at the corporate offices of the Company in Houston, Texas. Executive understands and agrees that Executive may be required to travel from time to time for purposes of the Company's business.

2. **Compensation**. Compensation shall be paid or provided to Executive during the Employment Period as follows:

(a) ***Base Salary***. The Company shall pay to Executive a base salary of $745,000 per year, payable in accordance with the Company's normal payroll schedule and procedures for its executives. Executive's Base Salary shall be subject to at least annual review and may be increased (but not decreased during the Employment Period without Executive's express written consent). Nothing contained herein shall preclude the payment of any other compensation to Executive at any time.

(b) ***Annual Incentive Cash Compensation***. The Executive shall be eligible to participate in an annual incentive cash compensation plan. The annual incentive cash compensation target shall be not less than 100% of Executive's Base Salary and shall be subject to review and may be increased (but not decreased during the Employment Period without Executive's express written consent (such amount, the "**Target Bonus**")). For years commencing after 2019, the annual incentive cash compensation will be paid based on meeting reasonably potentially attainable performance goals established by the Compensation Committee of the Board in good faith after consultation with Executive no later than 60 days after the commencement of (a) the applicable fiscal year or (b) the applicable target period. The annual incentive cash compensation, if any, will be paid in cash form in accordance with the terms of the applicable annual incentive cash compensation plan as in effect from time to time, and in no event later than 90 days following close of the target period.

(c) ***Long-Term Incentives***. Executive shall be eligible to receive grants of long-term incentives, all as commensurate with Executive's position, and to the extent permitted by and in accordance with the terms of the Company's long-term incentive plan or plans as in effect from time to time.

(1) Initial Equity Grant. Effective as of the Effective Date, Executive shall receive an initial award (the "**Initial RSU Award**") pursuant to the terms and conditions of the RESTRICTED STOCK UNIT INCENTIVE AGREEMENT between Company and Executive dated on the Effective Date, a form of which is attached hereto as Exhibit A.

(2) Initial Options Grant. Effective as of the Effective Date, Executive shall receive an initial award (the "**Initial Option Award**") pursuant to the terms and conditions of the STOCK OPTION INCENTIVE AGREEMENT between Company and Executive dated on the Effective Date, a form of which is attached hereto as Exhibit B.

3. **Duties and Responsibilities of Executive**. Executive shall have responsibilities, duties and authorities customarily associated with Executive's position in companies that are of similar size and nature to the Company. During the Employment Period, Executive shall devote substantially all of Executive's full business time and attention to the Company's business. This Section 3 shall not be construed as preventing Executive from (a) serving on advisory committees or boards with the written permission of the Reporting Authority, such permission not to be unreasonably withheld or delayed; (b) engaging in reasonable volunteer services for charitable, educational or civic organizations; or (c) managing Executive's personal investments in a form or manner that will not require Executive's services in the operation of the entities in which such investments are made.

4. **Term of Employment**. Executive's initial term of employment with the Company under the Agreement shall be for the period from the Effective Date through the one-year anniversary of the Effective Date (the "**Initial Term of Employment**"). Thereafter, the Initial Term of Employment shall be automatically extended repetitively for one-year period(s) unless written notice is given by either the Company or Executive to the other Party at least 60 days prior to the end of the Initial Term of Employment, or any one-year extension thereof, as applicable, that the term of employment will not be renewed (such notice, a "**Notice of Non-Renewal**"). The Initial Term of Employment and any extension of the Initial Term of Employment hereunder shall each and collectively be referred to herein as a "**Term of Employment**." The Term of Employment shall also be extended upon a Change in Control as provided in Section 7. The Term of Employment shall automatically end in the event of the death or Disability of Executive. The Company and Executive shall each have the right to give Notice of Termination (pursuant to Section 8) at will, with or without cause, at any time, subject however to the terms and conditions of the Agreement regarding the rights and duties of the Parties upon termination of employment. The period from the Effective Date through the earlier of the date of Executive's termination of employment for whatever reason or the end of the Term of Employment shall be referred to herein as the "**Employment Period**."

5. **Benefits**. Subject to the terms and conditions of the Agreement, Executive shall be entitled to the following:

(a) ***Ongoing Benefits***. During the Employment Period, Executive shall be entitled to the following:

(1) ***Reimbursement of Expenses***. The Company shall pay or reimburse Executive for all reasonable travel, entertainment and other expenses paid or incurred by Executive in the performance of Executive's duties hereunder. The Company shall also provide Executive with suitable office space, including staff support, as reasonably determined by the Company.

(2) ***Other Employee Benefits***. Executive shall be eligible to participate in any pension, retirement, 401(k), and profit-sharing,non-qualified deferred compensation and other group retirement plans or programs of the Company, to the same extent as available to Senior Officers under the terms of such plans or programs. Executive shall also be entitled to participate in any medical, dental, life, accident, disability and other group insurance plans or programs of the Company, to the same extent as available to Senior Officers under the terms of such plans or programs. For the purposes of this Agreement, "**Senior Officers**" includes the Chief Executive Officer of the Company and all managerial personnel reporting directly to the Chief Executive Officer.

(3) ***Paid Time Off***. Executive shall be entitled to the number of hours of paid time off each year that is accorded under the Company's paid time policy for other Senior Officers, but not less than Executive's annual paid time off entitlement under Executive's prior employment agreement with the Company.

(b) ***Payments Upon Termination***. Upon termination of employment during the Term of Employment and without requirement of execution of a Waiver and Release, Executive shall be entitled to the following minimum payments, in addition to any other payments or benefits Executive is entitled to receive under the terms of the Agreement and any employee benefit plan or program:

(1) unpaid Base Salary which has accrued through the Termination Date;

(2) unpaid vacation pay for that year which has accrued through the Termination Date; and

(3) reimbursement of incurred business expenses in accordance with the Company's normal procedures.

Any such accrued and unpaid salary and vacation pay shall be paid to Executive in a cash lump sum within five business days following the Termination Date.

6. **Severance Benefits Upon Certain Terminations Outside the Change in Control Protection Period** Subject to the Waiver and Release requirement described in Section 6(c), Executive's right to compensation and benefits for periods after the Termination

Date (but not within the Change in Control Period defined in Section 7) shall be determined in accordance with this Section 6, as follows:

(a) ***Cash Payments***. In the event that (i) Executive's employment is terminated during the Term of Employment by the Company without Cause (other than due to death or Disability), (ii) Executive's employment with the Company is terminated upon the expiration of the Term of Employment and following the date the Company provides a Notice of Non-Renewal as contemplated by Section 4, or (iii) Executive terminates Executive's employment hereunder during the Term of Employment for Good Reason (each, a "**Qualifying Termination**"), then the following cash payments shall be provided to Executive or, in the event of Executive's death before receiving such benefits, to Executive's Designated Beneficiary:

(1) the Company shall pay to Executive as additional compensation (the "**Additional Payment**") an amount which is equal to two (2) (the "**Severance Multiplier**") multiplied by the sum of (x) Executive's Base Salary as in effect on the date Notice of Termination is given or on the date immediately prior to the Termination Date, whichever is greater and (y) Executive's Target Bonus. The Additional Payment shall be paid to Executive in a cash lump sum payment on the 60th day following the Termination Date, but only if the Waiver and Release has been timely executed and returned and the revocation period has expired;

(2) a portion of Executive's annual incentive cash compensation equal to the annual incentive cash compensation as provided in Section 2(b) based on actual performance, multiplied by a fraction, the numerator of which equals the number of days from the commencement of the incentive compensation plan year in which such termination occurs through the Termination Date, and the denominator of which equals 365. Any such annual incentive cash compensation shall be paid in a cash lump sum on the normal annual incentive cash compensation payment date for Senior Officers whose employment has continued, and in no event later than the later of (i) March 15 of the year following the year in which the Termination Date occurs or (ii) the 60th day following the Termination Date, but only if the Waiver and Release has been timely executed and returned and the revocation period has expired;

(3) if the Termination Date occurs after the end of the Company's fiscal year and prior to the payment of the annual incentive cash compensation for such year, the same annual incentive cash compensation to which Executive would have been entitled had Executive's employment continued through the normal annual incentive cash compensation payment date, if any. Such annual incentive cash compensation shall be paid in a cash lump sum on the normal annual incentive cash compensation payment date for Senior Officers whose employment has continued, and in no event later than the later of March 15 of the year in which the Termination Date Occurs or (ii) the 60th day following the Termination Date, but only if the Waiver and Release has been timely executed and returned and the revocation period has expired; and

(4) payment for Executive's (and Executive's eligible dependents') health care continuation premiums ("**COBRA**") for the number of years equal to the Severance Multiple (the "**COBRA Payment**"), any such amount shall be paid to Executive in a cash lump sum payment on the 60th day following the Termination Date, but only if the Waiver and Release has been timely executed and returned and the revocation period has expired.

(b) ***No Benefits***. In the event that (i) Executive voluntarily resigns or otherwise voluntarily terminates Executive's employment at any time, in either case, without Good Reason, (ii) Executive's employment is terminated by the Company for Cause, or (iii) Executive's employment is terminated due to death or Disability, then the Company shall have no obligation to provide any severance payments and benefits under Section 6(a). In any such event, Executive and Executive's covered dependents, if any, shall be entitled to only elect continuation coverage under the Company's group health plan and group dental plan pursuant to COBRA and the Company's procedures for COBRA administration after the Termination Date.

(c) ***Waiver and Release***. Notwithstanding any provision of the Agreement to the contrary, in order to receive the severance payments and benefits payable under Section 6 or Section 7, as applicable, Executive must first execute an appropriate waiver and release agreement (substantially in the form attached hereto as Appendix B) (the "**Waiver and Release**"). Executive shall have 45 days after receipt of the Waiver and Release to consider and timely execute and return it to the Company. After return, Executive shall have an additional seven days in which Executive can revoke the Waiver and Release; thereafter, the Waiver and Release shall be irrevocable. The Company shall provide the Waiver and Release to Executive no later than five days after the Termination Date. If the Waiver and Release is not timely executed and returned, or it is revoked within the seven-day revocation period, no benefits shall be paid under any of Section 6 or Section 7.

(d) ***No Duplication***. The severance payments provided under the Agreement shall supersede and replace any severance payments or benefits under any severance plan, agreement, arrangement, program or policy (whether written or unwritten) that the Company or any Affiliate maintains and under which the Executive may be eligible to participate. Notwithstanding the preceding sentence, in the event that a severance payment or benefit under the Agreement would constitute a change in the form or timing of payment under Code Section 409A of any severance payment or benefit otherwise payable to Executive under any other plan, agreement, arrangement, program or policy, then the portion of the severance payment or benefit payable under the Agreement that is equal to the amount payable under such other severance plan, arrangement shall be paid in the form, and at the time, applicable under such other severance agreement, arrangement, program or policy, and, in such event, any excess severance payment or benefit as determined under the Agreement shall be paid in the time and form as specified in the Agreement.

7. **Severance Benefits Upon Certain Terminations During the Change in Control Protection Period**. Subject to the Waiver and Release requirement described in Section 6, Executive's right to compensation and benefits after the Termination Date for the Executive's Qualifying Termination during (x) the Term of Employment and (y) the period that commences upon the occurrence of a Change in Control and terminates 18 months thereafter (the "**Change in Control Protection Period**") shall be determined in accordance with thisSection 7, as follows:

(a) Executive shall be entitled to the payments and benefits set forth inSection 6, provided that the Severance Multiplier for purposes of determining the amount of the Additional Payment under Section 6(a)(1) shall instead be three (3).

(b) ***No Benefits***. In the event that (i) Executive voluntarily resigns or otherwise voluntarily terminates employment at any time without Good Reason (other than a termination of employment at the end of the Term of Employment following an Notice of Non-Renewal given by the Company), (ii) Executive's employment is terminated by the Company for Cause or (iii) employment is terminated due to death or Disability, then the Company shall have no obligation to provide any severance benefits under Section 7. In any such event, Executive and Executive's covered dependents, if any, shall be entitled to only elect continuation coverage under the Company's group health plan and group dental plan pursuant to COBRA and the Company's procedures for COBRA administration after the Termination Date

(c) ***Potential Reduction in Payments.*** Notwithstanding any other provision of the Agreement to the contrary, if any Payment would be subject to the Excise Tax, then the Payment shall be either (i) delivered in full pursuant to the terms of this Agreement, or (ii) reduced in accordance with this Section 7(c) to the extent necessary to avoid the Excise Tax, based on which of (i) or (ii) would result in the greater NetAfter-Tax Receipt to Executive.

If Payments are reduced, the reduction shall be accomplished first by reducing cash Payments under this Agreement, in the order in which such cash Payments otherwise would be paid and then by forfeiting any equity-based awards that vest as a result of the Change in Control, starting with the most recently granted equity-based awards, to the extent necessary to accomplish such reduction.

All determinations under this Section 7(c) shall be made by the Company's independent accountants or compensation consultants (the "**Third Party**") and all such determinations shall be conclusive, final and binding on the parties hereto. The Company and Executive shall furnish to the Third Party such information and documents as the Third Party may reasonably request in order to make a determination under this Section 7(c). The Company shall bear all reasonable fees and costs of the Third Party with respect to determinations under or contemplated by this Section 7(c).

8. **Notice of Termination**. Any termination by the Company or Executive of employment with the Company shall be communicated by means of a written notice which indicates the specific termination provision of the Agreement relied upon and sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated (the "**Notice of Termination**").

9. **Mitigation**. Executive shall not be required to mitigate the amount of any payment provided for under the Agreement by seeking other employment or in any other manner.

10. **Confidential Information.**

(a) ***Access to Confidential Information and Specialized Training.*** Executive's employment creates or continues a relationship of confidence and trust between the Company, on the one hand, and Executive, on the other hand. Continuing on an ongoing basis during employment, the Company agrees to give Executive access to Confidential Information (as defined below) (including, without limitation, Confidential Information of the Company's Affiliates and Subsidiaries), which Executive did not have access to or knowledge of before Executive's employment with the Company. Executive acknowledges and agrees that, as between the Parties, all Confidential Information is and shall remain the exclusive property of the Company and that all Confidential Information is confidential and a valuable, special and unique asset of the Company that gives the Company an advantage over its actual and potential, current and future competitors. Executive further acknowledges and agrees that Executive shall preserve and protect all Confidential Information from unauthorized disclosure or unauthorized use, that certain Confidential Information may constitute "trade secrets" as defined by the Texas Uniform Trade Secrets Act and under other applicable laws, and that unauthorized disclosure or unauthorized use of the Company's Confidential Information would irreparably injure the Company.

(b) The Company agrees to provide Executive with ongoing Specialized Training, which Executive does not have access to or knowledge of before the execution of the Agreement, and the Company agrees to continue providing such Specialized Training on an ongoing basis during employment. "**Specialized Training**" includes the training the Company provides to Executive that is unique to its business and enhances Executive's ability to perform Executive's job duties effectively, which includes, without limitation, orientation training; sales methods/techniques training; operation methods training; and computer and systems training.

(c) ***Agreement Not to Use or Disclose Confidential Information.*** Both during the term of Executive's employment and after the termination of Executive's employment for any reason (including wrongful termination), Executive shall hold all Confidential Information in strict confidence, and shall not use any Confidential Information except for the benefit of the Company, in accordance with the duties assigned to Executive. Executive shall not, at any time (either during or after the term of Executive's employment), disclose any Confidential Information to any person or entity (except other employees of the Company who have a need to know the information in connection with the performance of their employment duties), without the prior written consent of the Board, or permit any other person in the Executive's immediate family (which shall mean the spouse and children of the Executive) to do so; provided, however, Executive may make such disclosures to third parties where the disclosure is made during the Employment Period to third parties who have executed confidentiality agreements acceptable to the Company. Executive shall take reasonable precautions to protect the physical security of all documents and other material containing Confidential Information (regardless of the medium on which the Confidential Information is stored). The Agreement applies to all Confidential Information, whether now known or later to become known to Executive.

(d) ***Agreement to Refrain from Derogatory Statements.*** Except as provided in Sections 10(f)-(g) below, Executive agrees that, both during the employment relationship and for a two-year period after the Termination Date, Executive will not make, nor assist or direct any other person or entity in making, any oral or written statements about the Company or any of its Affiliates' directors, officers, employees, agents, investors or representatives that are untruthful

and harmful to the business interest or reputation of the Company or any of its Affiliates; or that disclose private or confidential information about the Company or any of its Affiliates' business affairs, directors, officers, employees, agents, investors or representatives; or that constitute an intrusion into the seclusion or private lives of the Company's or any of its Affiliates' directors, officers, employees, agents, investors or representatives; or that give rise to negative publicity about the private lives of such directors, officers, employees, agents, investors or representatives; or that place such directors, officers, employees, agents, investors or representatives in a false light before the public; or that constitute a misappropriation of the name or likeness of such directors, officers, employees, agents, investors or representatives. A violation or threatened violation of this prohibition may be enjoined. This Section does not apply to communications with regulatory authorities or other communications protected or required by law.

(e) ***Acknowledgement***. Executive acknowledges and agrees that a significant inducement for the Company's provision of benefits to Employee under this Agreement, and agreement to provide its Confidential Information and its goodwill upon the execution of this Agreement, is the mutual desire of the Company and Executive that Executive learn relevant aspects of the Company's Confidential Information on a continuing and ongoing basis after the execution of this Agreement. Executive will be able to use such additional Confidential Information, in conjunction with the Company's goodwill, to further the Company's business interests. In exchange for the Company's agreement to provide, and the ongoing provision of, Confidential Information, Executive agrees to the restrictions imposed herein, including the non-solicitation, non-recruitment, non-competition, and non-disparagement restrictions, as reasonable and necessary to protect the Company's legitimate business interests. Executive's non-solicitation, non-recruitment, non-competition, and non-disparagement covenants set forth herein are separate and severable obligations.

(f) Nothing in the Agreement will prohibit or restrict the Company, its Affiliates, Executive or Executive's respective attorneys from: (i) making any disclosure of relevant and necessary information or documents in any action, investigation, or proceeding relating to the Agreement, or as required by law or legal process, including with respect to possible violations of law; (ii) participating, cooperating, or testifying in any action, investigation, or proceeding with, or providing information to, any governmental agency or legislative body, any self-regulatory organization, and/or pursuant to the Sarbanes-Oxley Act; or (iii) accepting any U.S. Securities and Exchange Commission awards. In addition, nothing in the Agreement prohibits or restricts the Company, its Affiliates or Executive from initiating communications with, or responding to any inquiry from, any regulatory or supervisory authority regarding any good faith concerns about possible violations of law or regulation *provided, however*, that, except as provided in Section 10(g), Executive agrees that in the event Executive is served with a subpoena, document request, interrogatory, or any other legal process that requires Executive to disclose any Confidential Information, whether during the Employment Period or thereafter, Executive will, to the extent permitted by law, notify the Company's Board of Directors of such fact, in writing, and provide a copy of such subpoena, document request, interrogatory, or other legal process, promptly after receipt thereof.

(g) Pursuant to 18 U.S.C. § 1833(b), Executive will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret of the Company or its Affiliates that (i) is made (A) in confidence to a Federal, State, or local

government official, either directly or indirectly, or to Executive's attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, nothing in this Agreement, or any other agreement or policy, shall prevent Executive from, or expose Executive to criminal or civil liability under and Federal or State trade secret law for filing a charge or complaint with, communicating with, participating in any investigation or proceeding or otherwise directly or indirectly sharing any Company trade secret or other Confidential Information (except information protected by the Company's attorney-client or work product privilege) with an attorney or with any federal, state, or local government agencies, regulators, or officials, for the purpose of investigating or reporting a suspected violation of law, whether in response to a subpoena or otherwise, without providing notice to the Company. If Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the trade secret to Executive's attorney and use the trade secret information in the court proceeding, if Executive files any document containing the trade secret under seal and does not disclose the trade secret except under court order. Nothing in the Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section.

11. **Duty to Return Company Documents and Property**. Upon the termination of Executive's employment with the Company, for any reason whatsoever, Executive shall immediately return and deliver to the Company any and all papers, books, records, documents, memoranda and manuals, e-mail, electronic or magnetic recordings or data, including all copies thereof, belonging to the Company, containing Confidential Information, in Executive's possession, whether prepared by Executive or others. If at any time after the Employment Period, Executive determines that Executive has any Confidential Information in Executive's possession or control, Executive shall immediately return to the Company all such Confidential Information in Executive's possession or control, including all copies and portions thereof.

12. **Employee Developments**.

(a) ***Assignment of Employee Developments***. Executive agrees that any and all Employee Developments (as defined below) shall be and remain the sole and exclusive property of the Company. Executive hereby assigns to the Company, without additional compensation, all right, title and interest Executive has in and to any Employee Developments. If copyright protection is available for any Employee Development, such Employee Development will be considered a "work for hire" as that term is defined under copyright law and will be the exclusive property of the Company.

(b) ***Executive Duties***. During and after Executive's employment with the Company or any of its Subsidiaries, Executive shall, without additional compensation: (i) promptly disclose to the Company any Employee Development, specifically identifying any inventions, improvements or other portions of the Employee Development that are potential patentable or susceptible to protection as a trade secret; (ii) execute and deliver any and all applications, assignments, documents, and other instruments that the Company shall deem necessary to protect the right, title and interest of the Company or its designee in or to any Employee Development; (iii) reasonably cooperate and assist in providing information for making and completing regulatory and other filings in connection with any Employee Development; (iv) reasonably

cooperate and assist in providing information for or participating in any action, threatened action, or considered action relating to any Employee Development; and (v) take any and all other actions as the Company may otherwise require with respect to any Employee Development.

(c) ***Third Party Obligations***. Executive acknowledges that the Company from time to time may have agreements with other persons or entities which impose obligations or restrictions on the Company regarding development-related work made during the course of work thereunder or regarding the confidential nature of such work. Executive agrees to be bound by all such obligations and restrictions and to take all action necessary to discharge the obligations of the Company.

(d) Executive recognizes that all ideas, inventions, and discoveries of the type described in thisSection 12, conceived or made by Executive alone or with others within one year after termination of employment with the Company or any of its Subsidiaries (voluntary or otherwise), are likely to have been conceived in significant part either while employed by the Company or as a direct result of knowledge Executive had of proprietary information or Confidential Information. Accordingly, Executive agrees that such ideas, inventions or discoveries shall be presumed to have been conceived during Executive's employment with the Company, unless and until the contrary is clearly established by Executive, and shall be treated as Employee Developments hereunder.

13. **Non-Solicitation Restriction**. To protect the Confidential Information, and in the event of Executive's termination of employment for any reason whatsoever, whether by Executive or the Company, it is necessary to enter into the following restrictive covenants, which are ancillary to the enforceable promises between the Company and Executive in Sections 10 through 12 of the Agreement. Executive hereby covenants and agrees that during the Employment Period and for one year following the Termination Date, Executive will not, directly or indirectly, either individually or as a principal, partner, agent, consultant, contractor, employee, or as a director or officer of any corporation or association, or in any other manner or capacity whatsoever, except on behalf of the Company or an Affiliate, solicit business, or attempt to solicit business, in products or services competitive with any products or services sold (or offered for sale) by the Company or any Affiliate, from the Company's or its Affiliate's customers or prospective customers, or those individuals or entities with whom the Company or its Affiliate did business during the Employment Period, including, without limitation, the Company's or its Affiliate's prospective or potential customers, nor shall Executive detrimentally interfere with any such of the Company's or its Affiliate's contractors or consultants.

14. **Non-Competition Restriction**. Executive hereby covenants and agrees that during Executive's employment with the Company or any of its Affiliates, and for a period of one year following the Termination Date, Executive will not, without the prior written consent of the Board, participate in any capacity, directly or indirectly (whether as proprietor, stockholder, director, partner, employee, agent, independent contractor, consultant, trustee, beneficiary, or in any other capacity), with any Competitor; *provided*, *however*, Executive shall not be deemed to be participating with a Competitor solely by virtue of Executive's ownership of not more than one percent (1%) of any class of stock or other securities which are publicly traded on a national securities exchange or in a recognized over-the-counter market.

15. **Non-Recruitment Restriction**. Executive hereby covenants and agrees that during Executive's employment with the Company or any of its Affiliates, and for a period of two years following the Termination Date, Executive will not, either directly or indirectly, or by acting in concert with others, recruit, solicit, or influence any employee, consultant, officer, or director of the Company or any Affiliate, nor any person who is or was engaged in such a position at any time within the preceding six-month period, to terminate or reduce his or her employment or service with the Company or any Affiliate.

16. **Tolling**. If Executive violates any of the restrictions contained in Sections 10 through 15, the restrictive period will be suspended and will not run in favor of Executive from the time of the commencement of any violation until the time when Executive cures the violation to the Company's reasonable satisfaction.

17. **Reformation**. If an arbitrator or reviewing court concludes that any aspect of the restrictive covenants in Sections 10 through 15 is unenforceable, then the arbitrator or reviewing court shall have the authority to "blue pencil" or otherwise modify such provision so that the restrictions shall be enforced to the full extent permitted by law, and while maintaining the parties' original intent to the maximum extent possible.

18. **Remedies**. Executive acknowledges that the restrictions contained in Sections 10 through 15, in view of the nature of the Company's business, are reasonable and necessary to protect the Company's legitimate business interests, and that any violation of the Agreement would result in irreparable and continuing injury to the Company for which there is no adequate remedy at law. Thus, in addition to the Company's right to arbitrate disputes hereunder, in the event of a breach or a threatened breach by Executive of any provision of Sections 10 through 15, the Company shall be entitled to obtain emergency equitable relief, including a temporary restraining order and/or preliminary injunction in aide of arbitration, from any state or federal court of competent jurisdiction, without first posting a bond, to restrain Executive from the commission of any breach. Upon the issuance (or denial) of an injunction, the underlying merits of any dispute will be resolved in accordance with the arbitration provisions of Section 26 of this Agreement. Nothing contained in the Agreement shall be construed as prohibiting the Company from pursuing any other remedies available to it for any such breach or threatened breach, including, without limitation, the recovery of money damages. These covenants and disclosures shall each be construed as independent of any other provisions in the Agreement, and the existence of any claim or cause of action by Executive against the Company, whether predicated on the Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of such covenants and agreements.

19. **Withholdings**. The Company may withhold and deduct from any benefits and payments made or to be made pursuant to the Agreement (a) all federal, state, local and other taxes as may be required pursuant to any law or governmental regulation or ruling and (b) all other normal employee deductions made with respect to the Company's employees generally.

20. **Nonalienation**. The right to receive payments under the Agreement shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge or encumbrance by Executive, Executive's dependents or beneficiaries, or to any other person who is or may become entitled to receive such payments hereunder. The right to receive payments

hereunder shall not be subject to or liable for the debts, contracts, liabilities, engagements or torts of any person who is or may become entitled to receive such payments, nor may the same be subject to attachment or seizure by any creditor of such person under any circumstances, and any such attempted attachment or seizure shall be void and of no force and effect.

21. **Incompetent or Minor Payees**. Should the Reporting Authority determine, in its discretion, that any person to whom any payment is payable under the Agreement has been determined to be legally incompetent or is a minor, any payment due hereunder, notwithstanding any other provision of the Agreement to the contrary, may be made in any one or more of the following ways: (a) directly to such minor or person; (b) to the legal guardian or other duly appointed personal representative of the person or estate of such minor or person; or (c) to such adult or adults as have, in the good faith knowledge of the Reporting Authority, assumed custody and support of such minor or person; and any payment so made shall constitute full and complete discharge of any liability under the Agreement in respect to the amount paid.

22. **Indemnification**. THE COMPANY SHALL, TO THE FULL EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS EXECUTIVE FROM AND AGAINST ANY AND ALL LIABILITY, COSTS AND DAMAGES ARISING FROM EXECUTIVE'S SERVICE AS AN EMPLOYEE, OFFICER OR DIRECTOR OF THE COMPANY OR ITS AFFILIATES, SPECIFICALLY INCLUDING LIABILITY, COSTS AND DAMAGES THAT ARISE IN WHOLE OR IN PART FROM ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF EXECUTIVE, EXCEPT, HOWEVER, TO THE EXTENT THAT ANY SUCH LIABILITY, COST OR DAMAGE RESULTED FROM AN ACT OR OMISSION BY EXECUTIVE THAT CONSTITUTES GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON EXECUTIVE'S PART. Executive shall also be provided directors' and officers' liability insurance and any contractual indemnification provided to Senior Officers at any given time. To the full extent permitted by Texas law, the Company shall retain counsel to defend Executive, or shall advance legal fees and expenses to Executive for counsel selected by Executive, in connection with any litigation or proceeding related to Executive's service as an employee, officer and director of the Company or any Affiliate within 20 days after receipt by the Company of a written request for such advance. Such request shall include an itemized list of the costs and expenses and an undertaking by Executive to repay the amount of such advance if it shall ultimately be determined that Executive is not entitled to be indemnified against such costs and expenses. This Section 22 shall be in addition to, and shall not limit in any way, the rights of Executive to any other indemnification from the Company, as a matter of law, contract or otherwise. Notwithstanding the foregoing, the provisions in this Section 22 may be superseded and replaced by a separate indemnification agreement entered into between the Company and Executive.

23. **Severability**. It is the desire of the parties hereto that the Agreement be enforced to the maximum extent permitted by law, and should any provision contained herein be held unenforceable by a court of competent jurisdiction or arbitrator (pursuant to Section 26), the parties hereby agree and consent that such provision shall be reformed to create a valid and enforceable provision to the maximum extent permitted by law; provided, however, if such provision cannot be reformed, it shall be deemed ineffective and deleted here from without affecting any other provision of the Agreement. The Agreement should be construed by limiting and reducing it only to the minimum extent necessary to be enforceable under then applicable law.

24. **Title and Headings; Construction**. Titles and headings to Sections hereof are for reference only and shall in no way limit, define or otherwise affect the provisions hereof. The words "herein", "hereof", "hereunder" and other compounds of the word "here" shall refer to the entire Agreement and not to any particular provision hereof. The masculine gender is intended to include the feminine gender.

25. **Choice of Law**. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, THE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW.

26. **Arbitration**. Subject to Section 18, any past, present, or future dispute or other controversy (hereafter a "**Dispute**") arising under or in connection with Executive's employment with the Company or any Affiliate, or the termination thereof, and/or the Agreement, whether in contract, in tort, statutory or otherwise, and including both claims brought by Executive and claims brought against Executive, shall be finally and solely resolved by binding arbitration in Harris County, Texas, administered by the American Arbitration Association (the "**AAA**") in accordance with the Employment Arbitration Rules and Mediation Procedures of the AAA, this Section 26 and, to the maximum extent applicable, the Federal Arbitration Act (provided that nothing herein shall require arbitration of a Dispute which, by law, cannot be the subject of a compulsory arbitration agreement). Such arbitration shall be conducted by a single arbitrator (the "**Arbitrator**"). If the parties cannot agree on the choice of an Arbitrator within 30 days after the Dispute has been filed with the AAA, then the Arbitrator shall be selected pursuant to the Employment Arbitration Rules and Mediation Procedures of the AAA. The Arbitrator may proceed to an award notwithstanding the failure of any party to participate in such proceedings. Except as set forth in Section 18, above, the arbitrator, and not any federal or state court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, and/or formation of this Agreement, including any dispute as to whether (i) a particular claim is subject to arbitration hereunder, and/or (ii) any part of this Section 26 is void or voidable. The costs of the arbitration and arbitrator fees shall be borne equally by the parties, and each party shall bear its own legal costs and related expenses in connection with any arbitration. However, if Executive is the prevailing party in any final and binding arbitral award on a material issue in the arbitration proceeding, the Company shall reimburse Executive for Executive's reasonable attorney's fees incurred in connection with the arbitration.

To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within 180 days of the filing of the Dispute with the AAA. The Arbitrator may allow discovery in its discretion but shall be mindful of the Parties' goal of settling disputes in the most efficient manner possible. The Arbitrator shall be empowered to impose sanctions and to take such other actions as the Arbitrator deems necessary to the same extent a judge could impose sanctions or take such other actions pursuant to the Federal Rules of Civil Procedure and applicable law. Each party agrees to keep all Disputes and arbitration proceedings strictly confidential except for disclosure of information required by applicable law which cannot be waived.

The award of the Arbitrator shall be (a) the sole and exclusive remedy of the parties, (b) final and binding on the parties hereto except for any appeals provided by the Federal Arbitration Act, and (c) in writing and shall state the reasons for the award. Only the state and federal courts sitting in Houston, Texas shall have jurisdiction to enter a judgment upon any award rendered by the Arbitrator, and the parties hereby consent to the personal jurisdiction of such courts and waive any objection that such forum is inconvenient. Unless prohibited by law, the parties agree to take all steps necessary to protect the confidentiality of the Dispute and all materials from the arbitration in connection with any court proceeding, agree to use their reasonable best efforts to file all Confidential Information (and all documents containing Confidential Information) under seal in any court proceeding permitted herein, and agree to the entry of an appropriate protective order encompassing the confidentiality terms of this Agreement. This Section 26 shall not preclude (i) the parties at any time from agreeing to pursue non-binding mediation of the Dispute prior to arbitration hereunder (provided that neither party shall be obligated to participate in non-binding mediation against its will) or (ii) the Company from pursuing the remedies available under Section 18 in any court of competent jurisdiction.

27. **Binding Effect: Third Party Beneficiaries**. The Agreement shall be binding upon and inure to the benefit of the parties hereto, and to their respective heirs, executors, beneficiaries, personal representatives, successors and permitted assigns hereunder, but otherwise the Agreement shall not be for the benefit of any third parties.

28. **Entire Agreement; Amendment and Termination**. The Agreement contains the entire agreement of the parties with respect to Executive's employment and the other matters covered herein; moreover, the Agreement supersedes all prior and contemporaneous agreements and understandings, oral or written, between the Parties hereto concerning the subject matter hereof. Notwithstanding the foregoing, any indemnity agreement between the Company and Executive as of the Effective Date shall continue in effect until otherwise amended or superseded. The Agreement may be amended, waived or terminated only by a written instrument that is identified as an amendment or termination hereto and that is executed on behalf of both Parties.

29. **Survival of Certain Provisions**. Wherever appropriate to the intention of the Parties, the respective rights and obligations of the Parties hereunder, including but not limited to the rights and obligations set out in Sections 2, 5 through 7, 10 through 18, 22, 25, 26 and 32 shall survive any termination or expiration of the Agreement.

30. **Waiver of Breach**. No waiver by either Party hereto of a breach of any provision of the Agreement by any other Party, or of compliance with any condition or provision of the Agreement to be performed by such other Party, will operate or be construed as a waiver of any subsequent breach by such other Party or any similar or dissimilar provision or condition at the same or any subsequent time. The failure of either Party hereto to take any action by reason of any breach will not deprive such Party of the right to take action at any time while such breach continues.

31. **Successors and Assigns**. The Agreement shall be binding upon and inure to the benefit of the Company and its Affiliates, and its and their successors, and upon any person or entity acquiring, whether by merger, consolidation, purchase of assets or otherwise, all or

substantially all of the business and/or assets of the Company or its successor. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company to expressly assume and agree to perform the Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place; provided, however, no such assumption shall relieve the Company of its obligations hereunder.

The Agreement shall inure to the benefit of and be enforceable by Executive's personal or legal representative, executors, administrators, successors, and heirs. In the event of the death of Executive while any amount is payable hereunder including, without limitation, pursuant to Sections 2, 5, 6, and 7, all such amounts, unless otherwise specifically provided herein, shall be paid in accordance with the terms of the Agreement to the beneficiary designated by Executive in a writing delivered to the Company, or if none, to Executive's surviving spouse if any, or if not, then to the personal representative of Executive's estate.

32. **Notices**. Each notice or other communication required or permitted under the Agreement shall be in writing and transmitted, delivered, or sent by personal delivery, prepaid courier or messenger service (whether overnight or same-day), or prepaid certified United States mail (with return receipt requested), addressed (in any case) to the other Party at the address for that Party set forth below that Party's signature on the Agreement, or at such other address as the recipient has designated by notice to the other Party. Either party may change the address for notice by notifying the other party of such change in accordance with this Section 32.

Each notice or communication so transmitted, delivered, or sent (a) in person, by courier or messenger service, or by certified United States mail shall be deemed given, received, and effective on the date delivered to or refused by the intended recipient (with the return receipt, or the equivalent record of the courier or messenger, being deemed conclusive evidence of delivery or refusal), or (b) by telecopy or facsimile shall be deemed given, received, and effective on the date of actual receipt (with the confirmation of transmission being deemed conclusive evidence of receipt, except where the intended recipient has promptly notified the other Party that the transmission is illegible). Nevertheless, if the date of delivery or transmission is not a business day, or if the delivery or transmission is after 5:00 p.m. on a business day, the notice or other communication shall be deemed given, received, and effective on the next business day.

33. **Executive Acknowledgment**. Executive acknowledges that (a) Executive is knowledgeable and sophisticated as to business matters, including the subject matter of the Agreement, (b) Executive has read the Agreement and understands its terms and conditions, (c) Executive has had ample opportunity to discuss the Agreement with Executive's legal counsel prior to execution, and (d) no strict rules of construction shall apply for or against the drafter or any other Party. Executive represents that Executive is free to enter into the Agreement including, without limitation, that Executive is not subject to any covenant not to compete that would conflict with Executive's duties under the Agreement.

34. **Code Section 409A**. The Agreement is intended to comply with, or be exempt from, Code Section 409A. Executive acknowledges that if any provision of the Agreement (or of any award of compensation or benefits) would cause Executive to incur any additional tax, interest or penalties under Code Section 409A, such additional tax, interest or penalties shall solely be Executive's responsibility.

Pursuant to Code Section 409A, any reimbursement of expenses made under the Agreement (including payments related to health and dental expenses under Sections 5 through 7), shall only be made for eligible expenses incurred during the Term of Employment, and no reimbursement of any expense shall be made by the Company after December 31st of the year following the calendar year in which the expense was incurred. The amount eligible for reimbursement under the Agreement during a taxable year may not affect expenses eligible for reimbursement in any other taxable year, and the right to reimbursement under the Agreement is not subject to liquidation or exchange for another benefit.

For purposes of Code Section 409A, each payment under this Agreement shall be deemed to be a separate payment. Except as permitted under Code Section 409A, any deferred compensation (within the meaning of Code Section 409A) payable to Executive under the Agreement may not be reduced by, or offset against, any amount owing by Executive to the Company or any of its Affiliates.

Notwithstanding anything in this Agreement or elsewhere to the contrary, payments and benefits provided upon the termination of Executive's employment with the Company or any of its Affiliates may only be made upon a "separation from service" as determined under Code Section 409A.

Notwithstanding any provision in the Agreement to the contrary, if the payment or provision of any payment or benefit herein would be subject to additional taxes, penalties and interest under Code Section 409A because the timing of such payment or benefit is not delayed as provided in Code Section 409A for a "specified employee" (within the meaning of Code Section 409A), then if Executive is a "specified employee," any such payment or benefit that Executive would otherwise be entitled to receive during the first six months following the Termination Date shall be accumulated and paid or provided, as applicable, within ten days after the date that is six months following the Termination Date, or such earlier date upon which such amount can be paid or provided under Code Section 409A without being subject to such additional taxes, penalties and interest such as upon the death of Executive.

35. **Counterparts**. The Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by one party hereto, but together signed by both parties.

IN WITNESS WHEREOF, Executive has executed and Company has caused the Agreement to be executed in its name and on its behalf by its duly authorized officer, to be effective as of the Effective Date.

EXECUTIVE:

Signature: /s/ Gary Rich
Gary Rich

Date: March 26, 2019

Address for Notices:

The address the Company most recently has on file

PARKER DRILLING COMPANY:

By: /s/ Jennifer F. Simons

Date: March 26, 2019

Address for Notices:

Parker Drilling Company
Attn: Chairman, Compensation Committee of the Board of Directors
5 Greenway Plaza
Suite 100
Houston, TX 77046

APPENDIX A

DEFINITIONS

For purposes of the Agreement:

(1) "**Affiliate**" means any entity which owns or controls, is owned or controlled by, or is under common control with, the Company.

(2) "**Board**" means the Board of Directors of the Company.

(3) "**Cause**" means any of the following:

(A) the refusal to perform Executive's material job duties that continues after written notice from the Company;

(B) Executive's material violation of a material policy of the Company that causes, or is reasonably likely to cause, material harm to the business or reputation of the Company that is not cured within 15 days of written notice from the Company;

(C) Executive's willful misconduct in the course of Executive's duties that causes, or is reasonably likely to cause, material harm to the business or reputation of the Company;

(D) Executive's conviction of a felony; or

(E) Executive's material breach of any of any restrictive covenants (including Sections 10 through 15), but Cause shall not exist under this clause (E) until after written notice from the Reporting Authority has been given to Executive of such material breach or nonperformance (which notice specifically identifies the manner and sets forth specific facts, circumstances and examples in which the Reporting Authority reasonably believes that Executive has breached the Agreement or not substantially performed Executive's duties) and Executive has failed to cure such alleged breach or nonperformance within 15 business days after Executive's receipt of such notice; and, for purposes of this clause (E), no act or failure to act on Executive's part shall be deemed "willful" unless it is done or omitted by Executive not in good faith and without Executive's reasonable belief that such action or omission was in the best interest of the Company (assuming disclosure of the pertinent facts, any action or omission by Executive after consultation with, and in accordance with the advice of, legal counsel reasonably acceptable to the Company shall be deemed to have been taken in good faith and to not be willful under the Agreement).

Executive shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to Executive a letter from the Reporting Authority stating that, in the good faith opinion of the Reporting Authority, Executive was guilty of actions or omissions constituting Cause and specifying the particulars thereof in detail.

(4) "**Change in Control**" shall have the meaning set forth in the Parker Drilling Company 2019 Long-Term Incentive Plan as in effect on the date hereof (the "LTIP").

(5) "**Code**" means the Internal Revenue Code of 1986, as amended, or its successor. References herein to any Code Section shall include any successor provisions of the Code.

(6) "**Competitor**" means an individual, partnership, firm, corporation or other business organization or entity that materially competes with the Company or any of its Subsidiaries, or conducts a similar business function to the Company, its Affiliates, or any of its Subsidiaries, within any geographic area where the Company operates, or operated during Executive's employment with the Company or any Affiliate.

(7) "**Confidential Information**" means any nonpublic, proprietary information or material, including any information or material known to or used by or for the Company or an Affiliate (whether or not owned or developed by the Company or an Affiliate and whether or not developed by Executive) that is not generally known to any person not employed by or acting as a director or consultant to the Company or its Affiliates. Confidential Information includes, but is not limited to, the following: all trade secrets of the Company or an Affiliate; all non-public information that the Company or an Affiliate has marked as confidential or has otherwise described to Executive (either in writing or orally) as confidential or that is required to be maintained as confidential under governing law or regulation or under an agreement with any third parties; all non-public information concerning the Company's or Affiliate's products, services, prospective products or services, research, product designs, prices, discounts, costs, marketing plans, marketing techniques, market studies, test data, customers, customer lists and records, suppliers and contracts; all business records and plans; all personnel files; all financial information of or concerning the Company or an Affiliate; all information relating to the Company's operating system software, application software, software and system methodology, hardware platforms, technical information, inventions, computer programs and listings, source codes, object codes, copyrights and other intellectual property; all technical specifications; any proprietary information belonging to the Company or an Affiliate; all computer hardware or software manuals of the Company or an Affiliate; all Company or Affiliate training or instruction manuals; and all Company or Affiliate data and all computer system passwords and user codes.

(8) "**Designated Beneficiary**" means such beneficiary as designated in writing by Executive and delivered to the Company; or if none, Executive's surviving spouse, if any. If there is no written beneficiary designation or surviving spouse at the time of Executive's death, then the Designated Beneficiary hereunder shall be the legal representative of Executive's estate for the benefit of such estate.

(9) "**Disability**" means, upon expiration of any applicable waiting/elimination period, a disability of Executive that qualifies Executive for long-term disability benefits.

(10) "**Dispute**" means any dispute or controversy arising under or in connection with the Agreement, whether in contract, in tort, statutory or otherwise.

(11) "**Excise Tax**" means the excise imposed by Section 4999 of the Code or any similar or successor provision thereto.

(12) "**Employee Developments**" means all inventions, ideas, and discoveries (whether patentable or not), designs, products, processes, procedures, methods, developments, formulae, techniques, analyses, drawings, notes, documents, information, materials, and improvements, including, but not limited to, computer programs and related documentation, and all intellectual property rights therein, made, conceived, developed, or prepared, in whole or in part, by Executive during the course of employment with the Company, alone or with others, whether or not during work hours or on Company premises, which are (a) within the scope of business operations of the Company, or a reasonable or contemplated expansion thereof, (b) related to any Company or Affiliate work or project, present, past or contemplated, (c) created with the aid of Company materials, equipment, facilities or personnel, or (d) based upon information to which Executive has access as a result of or in connection with Executive's employment with the Company.

(13) "**Good Reason**" means the occurrence of any of the following events or conditions without Executive's express written consent:

(A) a material diminution in Executive's titles, duties or authorities;

(B) a material diminution in Executive's Base Salary or annual incentive cash compensation target amount;

(C) the Company's material violation of the Agreement; or

(D) a relocation of Executive's primary office location by more than 50 miles if such relocation materially increases Executive's commute.

Notwithstanding the definition of "Good Reason" for purposes of the Agreement, Executive may not terminate Executive's employment hereunder for Good Reason unless Executive (i) first notifies the Board in writing of the event or condition (or events or conditions) which Executive believes constitutes a Good Reason event or condition and the specific paragraph of the Agreement under which such event or condition has occurred, within 45 days from the date of such event or condition arising, (ii) provides the Company with at least 15 days to cure the Good Reason event or condition so that it either (1) does not constitute a Good Reason event or condition hereunder or (2) Executive reasonably agrees, in writing, that after any such modification or accommodation made by the Company that such event shall not constitute a Good Reason event or condition hereunder, and (iii) in the event the Company fails to so cure the Good Reason event or condition, Executive actually terminates employment with the Company within 15 days following the expiration of such cure period.

(14) "**Net After-Tax Receipt**" means the present value (as determined in accordance with Section 280G of the Code) of the Payments net of all applicable federal, state and local income, employment, and other applicable taxes and the Excise Tax.

(15) "**Outstanding Company Common Stock**" means the then outstanding shares of common stock of the Company.

(16) **"Outstanding Company Voting Securities**" means the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors.

(17) "**Reporting Authority**" means the Chief Executive Officer of the Company or with respect to the Chief Executive Officer, the Board.

(18) "**Subsidiary**" means any corporation, partnership, trust or other entity controlled by the Company.

(19) "**Termination Date**" means the date on which Executive's employment with the Company terminates, whether during the Term of Employment or at any time thereafter, for whatever reason, and such termination constitutes a "separation from service" within the meaning of Code Section 409A.

APPENDIX B

FORM WAIVER AND RELEASE

Pursuant to the terms of the Employment Agreement made as of , , between Parking Drilling Company (the "Company") and me (the "Employment Agreement"), and in consideration of the payments made to me and other benefits to be received by me pursuant thereto, I, Gary Rich, do freely and voluntarily enter into this WAIVER AND RELEASE (the "Release"), which shall become effective and binding on the eighth day following my signing the Release as provided herein (the "Effective Date"). It is my intent to be legally bound, according to the terms set forth below.

In exchange for the payments and other benefits to be provided to me by the Company pursuant to Section of the Employment Agreement (the "Separation Payment" and "Separation Benefits"), I hereby agree and state as follows:

1. I, individually and on behalf of my heirs, personal representatives, successors, and assigns, release, waive, and discharge Company, its predecessors, successors, parents, subsidiaries, merged entities, operating units, affiliates, divisions, insurers, administrators, trustees, and the agents, representatives, officers, directors, shareholders, employees and attorneys of each of the foregoing (hereinafter the "Released Parties"), from all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs, expenses, damages, actions, and causes of action, whether in law or in equity, whether known or unknown, suspected or unsuspected, arising from my employment and termination from employment with Company, including but not limited to any and all claims pursuant to Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991 (42 U.S.C. § 2000e, *et seq.*), which prohibits discrimination in employment based on race, color, national origin, religion or sex; the Civil Rights Act of 1866 (42 U.S.C. §§1981, 1983 and 1985), which prohibits violations of civil rights; the Age Discrimination in Employment Act of 1967, as amended, and as further amended by the Older Workers Benefit Protection Act (29 U.S.C. §621, *et seq.*), which prohibits age discrimination in employment; the Employee Retirement Income Security Act of 1974, as amended (29 U.S.C. § 1001, *et seq.*), which protects certain employee benefits; the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination against the disabled; the Family and Medical Leave Act of 1993 (29 U.S.C. § 2601,*et seq.*), which provides medical and family leave; the Fair Labor Standards Act (29 U.S.C. § 201, *et seq*.), including the wage and hour laws relating to payment of wages; and all other federal, state and local laws and regulations prohibiting employment discrimination. This Release also includes, but is not limited to, a release of any claims for breach of contract, mental pain, suffering and anguish, emotional upset, impairment of economic opportunities, unlawful interference with employment rights, defamation, intentional or negligent infliction of emotional distress, fraud, wrongful termination, wrongful discharge in violation of public policy, breach of any express or implied covenant of good faith and fair dealing, that Company has dealt with me unfairly or in bad faith, and all other common law contract and tort claims.

Notwithstanding the foregoing, I am not waiving any rights or claims that may arise after this Release is signed by me. Moreover, this Release does not apply to any claims or rights which, by operation of law, cannot be waived, including the right to file an administrative charge or participate in an administrative investigation or proceeding. I agree that I will not, without the Company's express prior approval or unless required by law, furnish information to or cooperate with any non-governmental entity or person in connection with any proceeding or legal action involving the Company. However, nothing in this Release prohibits me from filing a charge with, or reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the U.S. Equal Opportunity Commission, the Department of Justice, the Securities and Exchange Commission, Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. This Release does not limit my ability to communicate with any government agencies or participate in any investigation or proceeding that may be conducted by any government agency, including providing documents or other information, without notice to the Company. In addition, this Release does not limit my right to receive an award for information provided to any government agencies. Further, I acknowledge that I have been advised that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (I) files any document containing the trade secret under seal; and (II) does not disclose the trade secret, except pursuant to court order.

2. Nothing in this Release shall affect in any way (a) any right to indemnification (or advancement of legal fees) and directors and officers liability insurance coverage provided to me pursuant to the Company's bylaws, my Employment Agreement, and/or pursuant to any other agreements or policies in effect prior to the effective date of my termination, which shall continue in full force and effect, in accordance with their terms, following the Effective Date; (b) any right that cannot be waived by private agreement under law; (c) any right to any earned and accrued base salary, vacation or benefits that are earned, but not yet paid or incurred, unreimbursed business expense reimbursements or any severance or other benefits under the Employment Agreement; or (d) my rights as an equity or security holder in the Company or its affiliates, including, without limitation, any applicable sale, merger or transaction agreement with respect thereto.

3. I forever waive and relinquish any right or claim to reinstatement to active employment with Company, its affiliates, subsidiaries, divisions, parent, and successors. I further acknowledge that Company has no obligation to rehire or return me to active duty at any time in the future.

4. I acknowledge that all agreements applicable to my employment respecting noncompetition, nonsolicitation, nonrecruitment, derogatory statements, and the confidential or proprietary information of the Company shall continue in full force and effect as described in the Employment Agreement.

5. I hereby acknowledge and affirm as follows:

   a. I have been advised to consult with an attorney prior to signing this Release.

   b. I have been extended a period of 45 days in which to consider this Release.

   c. I understand that for a period of seven days following my execution of this Release, I may revoke the Release by notifying the Company, in writing, of my desire to do so.

   d. I understand that after the seven-day period has elapsed and I have not revoked the Release, it shall then become effective and enforceable.

   e. I understand that the Separation Payment will not be made and I will not be entitled to the Severance Benefits made under the Employment Agreement until after the seven-day period has elapsed and I have not revoked the Release.

   f. I acknowledge that I have received payment for all wages due at the time of my employment termination, including any reimbursement for any and all business related expenses.

   g. I further acknowledge that the Separation Payment and the Separation Benefits include consideration to which I am not otherwise entitled under any Company plan, program, or prior agreement.

   h. I certify that I have returned all property of the Company, including but not limited to, keys, credit and fuel cards, files, lists, and documents of all kinds regardless of the medium in which they are maintained.

   i. I have carefully read the contents of this Release and I understand its contents. I am executing this Release voluntarily, knowingly, and without any duress or coercion.

6. Other than certain matters for which I was responsible and that were properly resolved in the course of my employment with the Company, I have reported all matters, to the best of my knowledge and as part of my Separation Payment, that may potentially violate the law, the Company's Code of Conduct or its policies to the Company's Chief Compliance Officer, to its internal legal counsel or through its ethics helpline. To the best of my knowledge, all matters that I have reported have been, or are in the process of being, properly examined and addressed by the Company, or, to the extent I believe they have not been, I have identified those matters that I do not believe to have been properly examined and addressed by the Company to its Chief Compliance Officer or to its internal legal counsel.

7. I acknowledge that this Release shall not be construed as an admission by any of the Released Parties of any liability whatsoever, or as an admission by any of the Released Parties of any violation of my rights or of any other person, or any violation of any order, law, statute, duty or contract.

8. I agree that the terms and conditions of this Release are confidential and that I will not, directly or indirectly, disclose the existence of or terms of this Release to anyone other than my attorney or tax advisor, except to the extent such disclosure may be required for accounting or tax reporting purposes or otherwise be required by law or direction of a court. Nothing in this provision shall be construed to prohibit me from disclosing this Release to the Equal Employment Opportunity Commission in connection with any complaint or charge submitted to that agency.

9. In the event that any provision of this Release should be held void, voidable, or unenforceable, the remaining portions shall remain in full force and effect.

10. I hereby declare that this Release constitutes the entire and final settlement between me and the Company, superseding any and all prior agreements, and that the Company has not made any promise or offered any other agreement, except those expressed in this Release, to induce or persuade me to enter into this Release.

IN WITNESS WHEREOF, I have signed this Release on the day of , 20 .

Gary Rich

Exhibit A

INCENTIVE AGREEMENT FOR EMERGENCE AWARD - RESTRICTED STOCK UNIT

Exhibit B

INCENTIVE AGREEMENT FOR EMERGENCE AWARD - STOCK OPTION

Exhibit 10.9

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "**Agreement**") is made and entered into as of March 26, 2019 (the "**Effective Date**"), by and between PARKER DRILLING COMPANY, a Delaware corporation and PARKER DRILLING MANAGEMENT SERVICES LTD., a Nevada corporation, and Michael W. Sumruld ("**Executive**"). For the purposes of this Agreement, Parker Drilling Company and Parker Drilling Management Services Ltd., together with any Successor Entity, shall be collectively referred to as the "**Company**". The Company and Executive may sometimes hereafter be referred to singularly as a "**Party**" or collectively as the "**Parties**." Defined terms shall have the meanings ascribed to them in Appendix A of the Agreement.

W I T N E S S E T H:

WHEREAS, the Company desires to continue to employ Executive subject to the terms and conditions hereafter set forth; and

WHEREAS, Executive is willing to enter into the Agreement upon the terms and conditions set forth;

NOW, THEREFORE, in consideration of Executive's continued employment with the Company, and the mutual promises and agreements contained herein, the Parties hereto agree as follows:

1. **Employment**. During the Employment Period, the Company shall employ Executive, and Executive shall serve as Senior Vice President, Chief Financial Officer of the Company. Executive's principal place of employment shall be at the corporate offices of the Company in Houston, Texas. Executive understands and agrees that Executive may be required to travel from time to time for purposes of the Company's business.

2. **Compensation**. Compensation shall be paid or provided to Executive during the Employment Period as follows:

(a) ***Base Salary***. The Company shall pay to Executive a base salary of $385,000 per year, payable in accordance with the Company's normal payroll schedule and procedures for its executives. Executive's Base Salary shall be subject to at least annual review and may be increased (but not decreased during the Employment Period without Executive's express written consent). Nothing contained herein shall preclude the payment of any other compensation to Executive at any time.

(b) ***Annual Incentive Cash Compensation***. The Executive shall be eligible to participate in an annual incentive cash compensation plan. The annual incentive cash compensation target shall be not less than 75% of Executive's Base Salary and shall be subject to review and may be increased (but not decreased during the Employment Period without Executive's express written consent (such amount, the "**Target Bonus**")). For years commencing after 2019, the annual incentive cash compensation will be paid based on meeting reasonably potentially attainable performance goals established by the Compensation Committee of the Board in good faith after consultation with the Company's Chief Executive Officer no later than 60 days after the commencement of (a) the applicable fiscal year or (b) the applicable target period. The annual incentive cash compensation, if any, will be paid in cash form in accordance with the terms of the applicable annual incentive cash compensation plan as in effect from time to time, and in no event later than 90 days following close of the target period.

(c) ***Long-Term Incentives***. Executive shall be eligible to receive grants of long-term incentives, all as commensurate with Executive's position, and to the extent permitted by and in accordance with the terms of the Company's long-term incentive plan or plans as in effect from time to time.

(1) Initial Equity Grant. Effective as of the Effective Date, Executive shall receive an initial award (the "**Initial RSU Award**") pursuant to the terms and conditions of the RESTRICTED STOCK UNIT INCENTIVE AGREEMENT between Company and Executive dated on the Effective Date, a form of which is attached hereto as Exhibit A.

(2) Initial Options Grant. Effective as of the Effective Date, Executive shall receive an initial award (the "**Initial Option Award**") pursuant to the terms and conditions of the STOCK OPTION INCENTIVE AGREEMENT between Company and Executive dated on the Effective Date, a form of which is attached hereto as Exhibit B.

3. **Duties and Responsibilities of Executive**. Executive shall have responsibilities, duties and authorities customarily associated with Executive's position in companies that are of similar size and nature to the Company. During the Employment Period, Executive shall devote substantially all of Executive's full business time and attention to the Company's business. This Section 3 shall not be construed as preventing Executive from (a) serving on advisory committees or boards with the written permission of the Reporting Authority, such permission not to be unreasonably withheld or delayed; (b) engaging in reasonable volunteer services for charitable, educational or civic organizations; or (c) managing Executive's personal investments in a form or manner that will not require Executive's services in the operation of the entities in which such investments are made.

4. **Term of Employment**. Executive's initial term of employment with the Company under the Agreement shall be for the period from the Effective Date through the one-year anniversary of the Effective Date (the "**Initial Term of Employment**"). Thereafter, the Initial Term of Employment shall be automatically extended repetitively for one-year period(s) unless written notice is given by either the Company or Executive to the other Party at least 60 days prior to the end of the Initial Term of Employment, or any one-year extension thereof, as applicable, that the term of employment will not be renewed (such notice, a "**Notice of Non-Renewal**"). The Initial Term of Employment and any extension of the Initial Term of Employment hereunder shall each and collectively be referred to herein as a "**Term of Employment**." The Term of Employment shall also be extended upon a Change in Control as provided in Section 7. The Term of Employment shall automatically end in the event of the death or Disability of Executive. The Company and Executive shall each have the right to give Notice of Termination (pursuant to Section 8) at will, with or without cause, at any time, subject however to the terms and conditions of the Agreement regarding the rights and duties of the Parties upon termination of employment. The period from the Effective Date through the earlier of the date of Executive's termination of employment for whatever reason or the end of the Term of Employment shall be referred to herein as the "**Employment Period**."

5. **Benefits**. Subject to the terms and conditions of the Agreement, Executive shall be entitled to the following:

(a) ***Ongoing Benefits***. During the Employment Period, Executive shall be entitled to the following:

(1) ***Reimbursement of Expenses***. The Company shall pay or reimburse Executive for all reasonable travel, entertainment and other expenses paid or incurred by Executive in the performance of Executive's duties hereunder. The Company shall also provide Executive with suitable office space, including staff support, as reasonably determined by the Company.

(2) ***Other Employee Benefits***. Executive shall be eligible to participate in any pension, retirement, 401(k), and profit-sharing,non-qualified deferred compensation and other group retirement plans or programs of the Company, to the same extent as available to Senior Officers under the terms of such plans or programs. Executive shall also be entitled to participate in any medical, dental, life, accident, disability and other group insurance plans or programs of the Company, to the same extent as available to Senior Officers under the terms of such plans or programs. For the purposes of this Agreement, "**Senior Officers**" includes the Chief Executive Officer of the Company and all managerial personnel reporting directly to the Chief Executive Officer.

(3) ***Paid Time Off***. Executive shall be entitled to the number of hours of paid time off each year that is accorded under the Company's paid time policy for other Senior Officers, but not less than Executive's annual paid time off entitlement under Executive's prior employment agreement with the Company.

(b) ***Payments Upon Termination***. Upon termination of employment during the Term of Employment and without requirement of execution of a Waiver and Release, Executive shall be entitled to the following minimum payments, in addition to any other payments or benefits Executive is entitled to receive under the terms of the Agreement and any employee benefit plan or program:

(1) unpaid Base Salary which has accrued through the Termination Date;

(2) unpaid vacation pay for that year which has accrued through the Termination Date; and

(3) reimbursement of incurred business expenses in accordance with the Company's normal procedures.

Any such accrued and unpaid salary and vacation pay shall be paid to Executive in a cash lump sum within five business days following the Termination Date.

6. **Severance Benefits Upon Certain Terminations Outside the Change in Control Protection Period** Subject to the Waiver and Release requirement described in Section 6(c), Executive's right to compensation and benefits for periods after the Termination

Date (but not within the Change in Control Period defined in Section 7) shall be determined in accordance with this Section 6, as follows:

(a) ***Cash Payments***. In the event that (i) Executive's employment is terminated during the Term of Employment by the Company without Cause (other than due to death or Disability), (ii) Executive's employment with the Company is terminated upon the expiration of the Term of Employment and following the date the Company provides a Notice of Non-Renewal as contemplated by Section 4, or (iii) Executive terminates Executive's employment hereunder during the Term of Employment for Good Reason (each, a "**Qualifying Termination**"), then the following cash payments shall be provided to Executive or, in the event of Executive's death before receiving such benefits, to Executive's Designated Beneficiary:

(1) the Company shall pay to Executive as additional compensation (the "**Additional Payment**") an amount which is equal to one and one-half (1.5) (the "**Severance Multiplier**") multiplied by the sum of (x) Executive's Base Salary as in effect on the date Notice of Termination is given or on the date immediately prior to the Termination Date, whichever is greater and (y) Executive's Target Bonus. The Additional Payment shall be paid to Executive in a cash lump sum payment on the 60th day following the Termination Date, but only if the Waiver and Release has been timely executed and returned and the revocation period has expired;

(2) a portion of Executive's annual incentive cash compensation equal to the annual incentive cash compensation as provided in Section 2(b) based on actual performance, multiplied by a fraction, the numerator of which equals the number of days from the commencement of the incentive compensation plan year in which such termination occurs through the Termination Date, and the denominator of which equals 365. Any such annual incentive cash compensation shall be paid in a cash lump sum on the normal annual incentive cash compensation payment date for Senior Officers whose employment has continued, and in no event later than the later of (i) March 15 of the year following the year in which the Termination Date occurs or (ii) the 60th day following the Termination Date, but only if the Waiver and Release has been timely executed and returned and the revocation period has expired;

(3) if the Termination Date occurs after the end of the Company's fiscal year and prior to the payment of the annual incentive cash compensation for such year, the same annual incentive cash compensation to which Executive would have been entitled had Executive's employment continued through the normal annual incentive cash compensation payment date, if any. Such annual incentive cash compensation shall be paid in a cash lump sum on the normal annual incentive cash compensation payment date for Senior Officers whose employment has continued, and in no event later than the later of March 15 of the year in which the Termination Date Occurs or (ii) the 60th day following the Termination Date, but only if the Waiver and Release has been timely executed and returned and the revocation period has expired; and

(4) payment for Executive's (and Executive's eligible dependents') health care continuation premiums ("**COBRA**") for the number of years equal to the Severance Multiple (the "**COBRA Payment**"), any such amount shall be paid to Executive in a cash lump sum payment on the 60th day following the Termination Date, but only if the Waiver and Release has been timely executed and returned and the revocation period has expired.

(b) ***No Benefits***. In the event that (i) Executive voluntarily resigns or otherwise voluntarily terminates Executive's employment at any time, in either case, without Good Reason, (ii) Executive's employment is terminated by the Company for Cause, or (iii) Executive's employment is terminated due to death or Disability, then the Company shall have no obligation to provide any severance payments and benefits under Section 6(a). In any such event, Executive and Executive's covered dependents, if any, shall be entitled to only elect continuation coverage under the Company's group health plan and group dental plan pursuant to COBRA and the Company's procedures for COBRA administration after the Termination Date.

(c) ***Waiver and Release***. Notwithstanding any provision of the Agreement to the contrary, in order to receive the severance payments and benefits payable under Section 6 or Section 7, as applicable, Executive must first execute an appropriate waiver and release agreement (substantially in the form attached hereto as Appendix B) (the "**Waiver and Release**"). Executive shall have 45 days after receipt of the Waiver and Release to consider and timely execute and return it to the Company. After return, Executive shall have an additional seven days in which Executive can revoke the Waiver and Release; thereafter, the Waiver and Release shall be irrevocable. The Company shall provide the Waiver and Release to Executive no later than five days after the Termination Date. If the Waiver and Release is not timely executed and returned, or it is revoked within the seven-day revocation period, no benefits shall be paid under any of Section 6 or Section 7.

(d) ***No Duplication***. The severance payments provided under the Agreement shall supersede and replace any severance payments or benefits under any severance plan, agreement, arrangement, program or policy (whether written or unwritten) that the Company or any Affiliate maintains and under which the Executive may be eligible to participate. Notwithstanding the preceding sentence, in the event that a severance payment or benefit under the Agreement would constitute a change in the form or timing of payment under Code Section 409A of any severance payment or benefit otherwise payable to Executive under any other plan, agreement, arrangement, program or policy, then the portion of the severance payment or benefit payable under the Agreement that is equal to the amount payable under such other severance plan, arrangement shall be paid in the form, and at the time, applicable under such other severance agreement, arrangement, program or policy, and, in such event, any excess severance payment or benefit as determined under the Agreement shall be paid in the time and form as specified in the Agreement.

7. **Severance Benefits Upon Certain Terminations During the Change in Control Protection Period**. Subject to the Waiver and Release requirement described in Section 6, Executive's right to compensation and benefits after the Termination Date for the Executive's Qualifying Termination during (x) the Term of Employment and (y) the period that commences upon the occurrence of a Change in Control and terminates 18 months thereafter (the "**Change in Control Protection Period**") shall be determined in accordance with thisSection 7, as follows:

(a) Executive shall be entitled to the payments and benefits set forth inSection 6, provided that the Severance Multiplier for purposes of determining the amount of the Additional Payment under Section 6(a)(1) shall instead be two (2).

(b) ***No Benefits***. In the event that (i) Executive voluntarily resigns or otherwise voluntarily terminates employment at any time without Good Reason (other than a termination of employment at the end of the Term of Employment following an Notice of Non-Renewal given by the Company), (ii) Executive's employment is terminated by the Company for Cause or (iii) employment is terminated due to death or Disability, then the Company shall have no obligation to provide any severance benefits under Section 7. In any such event, Executive and Executive's covered dependents, if any, shall be entitled to only elect continuation coverage under the Company's group health plan and group dental plan pursuant to COBRA and the Company's procedures for COBRA administration after the Termination Date

(c) ***Potential Reduction in Payments.*** Notwithstanding any other provision of the Agreement to the contrary, if any Payment would be subject to the Excise Tax, then the Payment shall be either (i) delivered in full pursuant to the terms of this Agreement, or (ii) reduced in accordance with this Section 7(c) to the extent necessary to avoid the Excise Tax, based on which of (i) or (ii) would result in the greater NetAfter-Tax Receipt to Executive.

If Payments are reduced, the reduction shall be accomplished first by reducing cash Payments under this Agreement, in the order in which such cash Payments otherwise would be paid and then by forfeiting any equity-based awards that vest as a result of the Change in Control, starting with the most recently granted equity-based awards, to the extent necessary to accomplish such reduction.

All determinations under this Section 7(c) shall be made by the Company's independent accountants or compensation consultants (the "**Third Party**") and all such determinations shall be conclusive, final and binding on the parties hereto. The Company and Executive shall furnish to the Third Party such information and documents as the Third Party may reasonably request in order to make a determination under this Section 7(c). The Company shall bear all reasonable fees and costs of the Third Party with respect to determinations under or contemplated by this Section 7(c).

8. **Notice of Termination**. Any termination by the Company or Executive of employment with the Company shall be communicated by means of a written notice which indicates the specific termination provision of the Agreement relied upon and sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated (the "**Notice of Termination**").

9. **Mitigation**. Executive shall not be required to mitigate the amount of any payment provided for under the Agreement by seeking other employment or in any other manner.

10. **Confidential Information.**

(a) ***Access to Confidential Information and Specialized Training.*** Executive's employment creates or continues a relationship of confidence and trust between the Company, on the one hand, and Executive, on the other hand. Continuing on an ongoing basis during employment, the Company agrees to give Executive access to Confidential Information (as defined below) (including, without limitation, Confidential Information of the Company's Affiliates and Subsidiaries), which Executive did not have access to or knowledge of before Executive's employment with the Company. Executive acknowledges and agrees that, as between the Parties, all Confidential Information is and shall remain the exclusive property of the Company and that all Confidential Information is confidential and a valuable, special and unique asset of the Company that gives the Company an advantage over its actual and potential, current and future competitors. Executive further acknowledges and agrees that Executive shall preserve and protect all Confidential Information from unauthorized disclosure or unauthorized use, that certain Confidential Information may constitute "trade secrets" as defined by the Texas Uniform Trade Secrets Act and under other applicable laws, and that unauthorized disclosure or unauthorized use of the Company's Confidential Information would irreparably injure the Company.

(b) The Company agrees to provide Executive with ongoing Specialized Training, which Executive does not have access to or knowledge of before the execution of the Agreement, and the Company agrees to continue providing such Specialized Training on an ongoing basis during employment. "**Specialized Training**" includes the training the Company provides to Executive that is unique to its business and enhances Executive's ability to perform Executive's job duties effectively, which includes, without limitation, orientation training; sales methods/techniques training; operation methods training; and computer and systems training.

(c) ***Agreement Not to Use or Disclose Confidential Information.*** Both during the term of Executive's employment and after the termination of Executive's employment for any reason (including wrongful termination), Executive shall hold all Confidential Information in strict confidence, and shall not use any Confidential Information except for the benefit of the Company, in accordance with the duties assigned to Executive. Executive shall not, at any time (either during or after the term of Executive's employment), disclose any Confidential Information to any person or entity (except other employees of the Company who have a need to know the information in connection with the performance of their employment duties), without the prior written consent of the Board, or permit any other person in the Executive's immediate family (which shall mean the spouse and children of the Executive) to do so; provided, however, Executive may make such disclosures to third parties where the disclosure is made during the Employment Period to third parties who have executed confidentiality agreements acceptable to the Company. Executive shall take reasonable precautions to protect the physical security of all documents and other material containing Confidential Information (regardless of the medium on which the Confidential Information is stored). The Agreement applies to all Confidential Information, whether now known or later to become known to Executive.

(d) ***Agreement to Refrain from Derogatory Statements.*** Except as provided in Sections 10(f)-(g) below, Executive agrees that, both during the employment relationship and for a two-year period after the Termination Date, Executive will not make, nor assist or direct any other person or entity in making, any oral or written statements about the Company or any of its Affiliates' directors, officers, employees, agents, investors or representatives that are untruthful

and harmful to the business interest or reputation of the Company or any of its Affiliates; or that disclose private or confidential information about the Company or any of its Affiliates' business affairs, directors, officers, employees, agents, investors or representatives; or that constitute an intrusion into the seclusion or private lives of the Company's or any of its Affiliates' directors, officers, employees, agents, investors or representatives; or that give rise to negative publicity about the private lives of such directors, officers, employees, agents, investors or representatives; or that place such directors, officers, employees, agents, investors or representatives in a false light before the public; or that constitute a misappropriation of the name or likeness of such directors, officers, employees, agents, investors or representatives. A violation or threatened violation of this prohibition may be enjoined. This Section does not apply to communications with regulatory authorities or other communications protected or required by law.

(e) ***Acknowledgement***. Executive acknowledges and agrees that a significant inducement for the Company's provision of benefits to Employee under this Agreement, and agreement to provide its Confidential Information and its goodwill upon the execution of this Agreement, is the mutual desire of the Company and Executive that Executive learn relevant aspects of the Company's Confidential Information on a continuing and ongoing basis after the execution of this Agreement. Executive will be able to use such additional Confidential Information, in conjunction with the Company's goodwill, to further the Company's business interests. In exchange for the Company's agreement to provide, and the ongoing provision of, Confidential Information, Executive agrees to the restrictions imposed herein, including the non-solicitation, non-recruitment, non-competition, and non-disparagement restrictions, as reasonable and necessary to protect the Company's legitimate business interests. Executive's non-solicitation, non-recruitment, non-competition, and non-disparagement covenants set forth herein are separate and severable obligations.

(f) Nothing in the Agreement will prohibit or restrict the Company, its Affiliates, Executive or Executive's respective attorneys from: (i) making any disclosure of relevant and necessary information or documents in any action, investigation, or proceeding relating to the Agreement, or as required by law or legal process, including with respect to possible violations of law; (ii) participating, cooperating, or testifying in any action, investigation, or proceeding with, or providing information to, any governmental agency or legislative body, any self-regulatory organization, and/or pursuant to the Sarbanes-Oxley Act; or (iii) accepting any U.S. Securities and Exchange Commission awards. In addition, nothing in the Agreement prohibits or restricts the Company, its Affiliates or Executive from initiating communications with, or responding to any inquiry from, any regulatory or supervisory authority regarding any good faith concerns about possible violations of law or regulation *provided, however*, that, except as provided in Section 10(g), Executive agrees that in the event Executive is served with a subpoena, document request, interrogatory, or any other legal process that requires Executive to disclose any Confidential Information, whether during the Employment Period or thereafter, Executive will, to the extent permitted by law, notify the Company's Board of Directors of such fact, in writing, and provide a copy of such subpoena, document request, interrogatory, or other legal process, promptly after receipt thereof.

(g) Pursuant to 18 U.S.C. § 1833(b), Executive will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret of the Company or its Affiliates that (i) is made (A) in confidence to a Federal, State, or local

government official, either directly or indirectly, or to Executive's attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, nothing in this Agreement, or any other agreement or policy, shall prevent Executive from, or expose Executive to criminal or civil liability under and Federal or State trade secret law for filing a charge or complaint with, communicating with, participating in any investigation or proceeding or otherwise directly or indirectly sharing any Company trade secret or other Confidential Information (except information protected by the Company's attorney-client or work product privilege) with an attorney or with any federal, state, or local government agencies, regulators, or officials, for the purpose of investigating or reporting a suspected violation of law, whether in response to a subpoena or otherwise, without providing notice to the Company. If Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the trade secret to Executive's attorney and use the trade secret information in the court proceeding, if Executive files any document containing the trade secret under seal and does not disclose the trade secret except under court order. Nothing in the Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section.

11. **Duty to Return Company Documents and Property**. Upon the termination of Executive's employment with the Company, for any reason whatsoever, Executive shall immediately return and deliver to the Company any and all papers, books, records, documents, memoranda and manuals, e-mail, electronic or magnetic recordings or data, including all copies thereof, belonging to the Company, containing Confidential Information, in Executive's possession, whether prepared by Executive or others. If at any time after the Employment Period, Executive determines that Executive has any Confidential Information in Executive's possession or control, Executive shall immediately return to the Company all such Confidential Information in Executive's possession or control, including all copies and portions thereof.

12. **Employee Developments**.

(a) ***Assignment of Employee Developments***. Executive agrees that any and all Employee Developments (as defined below) shall be and remain the sole and exclusive property of the Company. Executive hereby assigns to the Company, without additional compensation, all right, title and interest Executive has in and to any Employee Developments. If copyright protection is available for any Employee Development, such Employee Development will be considered a "work for hire" as that term is defined under copyright law and will be the exclusive property of the Company.

(b) ***Executive Duties***. During and after Executive's employment with the Company or any of its Subsidiaries, Executive shall, without additional compensation: (i) promptly disclose to the Company any Employee Development, specifically identifying any inventions, improvements or other portions of the Employee Development that are potential patentable or susceptible to protection as a trade secret; (ii) execute and deliver any and all applications, assignments, documents, and other instruments that the Company shall deem necessary to protect the right, title and interest of the Company or its designee in or to any Employee Development; (iii) reasonably cooperate and assist in providing information for making and completing regulatory and other filings in connection with any Employee Development; (iv) reasonably

Cooperate and assist in providing information for or participating in any action, threatened action, or considered action relating to any Employee Development; and (v) take any and all other actions as the Company may otherwise require with respect to any Employee Development.

(c) ***Third Party Obligations***. Executive acknowledges that the Company from time to time may have agreements with other persons or entities which impose obligations or restrictions on the Company regarding development-related work made during the course of work thereunder or regarding the confidential nature of such work. Executive agrees to be bound by all such obligations and restrictions and to take all action necessary to discharge the obligations of the Company.

(d) Executive recognizes that all ideas, inventions, and discoveries of the type described in thisSection 12, conceived or made by Executive alone or with others within one year after termination of employment with the Company or any of its Subsidiaries (voluntary or otherwise), are likely to have been conceived in significant part either while employed by the Company or as a direct result of knowledge Executive had of proprietary information or Confidential Information. Accordingly, Executive agrees that such ideas, inventions or discoveries shall be presumed to have been conceived during Executive's employment with the Company, unless and until the contrary is clearly established by Executive, and shall be treated as Employee Developments hereunder.

13. **Non-Solicitation Restriction**. To protect the Confidential Information, and in the event of Executive's termination of employment for any reason whatsoever, whether by Executive or the Company, it is necessary to enter into the following restrictive covenants, which are ancillary to the enforceable promises between the Company and Executive in Sections 10 through 12 of the Agreement. Executive hereby covenants and agrees that during the Employment Period and for one year following the Termination Date, Executive will not, directly or indirectly, either individually or as a principal, partner, agent, consultant, contractor, employee, or as a director or officer of any corporation or association, or in any other manner or capacity whatsoever, except on behalf of the Company or an Affiliate, solicit business, or attempt to solicit business, in products or services competitive with any products or services sold (or offered for sale) by the Company or any Affiliate, from the Company's or its Affiliate's customers or prospective customers, or those individuals or entities with whom the Company or its Affiliate did business during the Employment Period, including, without limitation, the Company's or its Affiliate's prospective or potential customers, nor shall Executive detrimentally interfere with any such of the Company's or its Affiliate's contractors or consultants.

14. **Non-Competition Restriction**. Executive hereby covenants and agrees that during Executive's employment with the Company or any of its Affiliates, and for a period of one year following the Termination Date, Executive will not, without the prior written consent of the Board, participate in any capacity, directly or indirectly (whether as proprietor, stockholder, director, partner, employee, agent, independent contractor, consultant, trustee, beneficiary, or in any other capacity), with any Competitor; *provided*, *however*, Executive shall not be deemed to be participating with a Competitor solely by virtue of Executive's ownership of not more than one percent (1%) of any class of stock or other securities which are publicly traded on a national securities exchange or in a recognized over-the-counter market.

15. **Non-Recruitment Restriction**. Executive hereby covenants and agrees that during Executive's employment with the Company or any of its Affiliates, and for a period of two years following the Termination Date, Executive will not, either directly or indirectly, or by acting in concert with others, recruit, solicit, or influence any employee, consultant, officer, or director of the Company or any Affiliate, nor any person who is or was engaged in such a position at any time within the preceding six-month period, to terminate or reduce his or her employment or service with the Company or any Affiliate.

16. **Tolling**. If Executive violates any of the restrictions contained in Sections 10 through 15, the restrictive period will be suspended and will not run in favor of Executive from the time of the commencement of any violation until the time when Executive cures the violation to the Company's reasonable satisfaction.

17. **Reformation**. If an arbitrator or reviewing court concludes that any aspect of the restrictive covenants in Sections 10 through 15 is unenforceable, then the arbitrator or reviewing court shall have the authority to "blue pencil" or otherwise modify such provision so that the restrictions shall be enforced to the full extent permitted by law, and while maintaining the parties' original intent to the maximum extent possible.

18. **Remedies**. Executive acknowledges that the restrictions contained in Sections 10 through 15, in view of the nature of the Company's business, are reasonable and necessary to protect the Company's legitimate business interests, and that any violation of the Agreement would result in irreparable and continuing injury to the Company for which there is no adequate remedy at law. Thus, in addition to the Company's right to arbitrate disputes hereunder, in the event of a breach or a threatened breach by Executive of any provision of Sections 10 through 15, the Company shall be entitled to obtain emergency equitable relief, including a temporary restraining order and/or preliminary injunction in aide of arbitration, from any state or federal court of competent jurisdiction, without first posting a bond, to restrain Executive from the commission of any breach. Upon the issuance (or denial) of an injunction, the underlying merits of any dispute will be resolved in accordance with the arbitration provisions of Section 26 of this Agreement. Nothing contained in the Agreement shall be construed as prohibiting the Company from pursuing any other remedies available to it for any such breach or threatened breach, including, without limitation, the recovery of money damages. These covenants and disclosures shall each be construed as independent of any other provisions in the Agreement, and the existence of any claim or cause of action by Executive against the Company, whether predicated on the Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of such covenants and agreements.

19. **Withholdings**. The Company may withhold and deduct from any benefits and payments made or to be made pursuant to the Agreement (a) all federal, state, local and other taxes as may be required pursuant to any law or governmental regulation or ruling and (b) all other normal employee deductions made with respect to the Company's employees generally.

20. **Nonalienation**. The right to receive payments under the Agreement shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge or encumbrance by Executive, Executive's dependents or beneficiaries, or to any other person who is or may become entitled to receive such payments hereunder. The right to receive payments

hereunder shall not be subject to or liable for the debts, contracts, liabilities, engagements or torts of any person who is or may become entitled to receive such payments, nor may the same be subject to attachment or seizure by any creditor of such person under any circumstances, and any such attempted attachment or seizure shall be void and of no force and effect.

21. **Incompetent or Minor Payees**. Should the Reporting Authority determine, in its discretion, that any person to whom any payment is payable under the Agreement has been determined to be legally incompetent or is a minor, any payment due hereunder, notwithstanding any other provision of the Agreement to the contrary, may be made in any one or more of the following ways: (a) directly to such minor or person; (b) to the legal guardian or other duly appointed personal representative of the person or estate of such minor or person; or (c) to such adult or adults as have, in the good faith knowledge of the Reporting Authority, assumed custody and support of such minor or person; and any payment so made shall constitute full and complete discharge of any liability under the Agreement in respect to the amount paid.

22. **Indemnification**. THE COMPANY SHALL, TO THE FULL EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS EXECUTIVE FROM AND AGAINST ANY AND ALL LIABILITY, COSTS AND DAMAGES ARISING FROM EXECUTIVE'S SERVICE AS AN EMPLOYEE, OFFICER OR DIRECTOR OF THE COMPANY OR ITS AFFILIATES, SPECIFICALLY INCLUDING LIABILITY, COSTS AND DAMAGES THAT ARISE IN WHOLE OR IN PART FROM ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF EXECUTIVE, EXCEPT, HOWEVER, TO THE EXTENT THAT ANY SUCH LIABILITY, COST OR DAMAGE RESULTED FROM AN ACT OR OMISSION BY EXECUTIVE THAT CONSTITUTES GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON EXECUTIVE'S PART. Executive shall also be provided directors' and officers' liability insurance and any contractual indemnification provided to Senior Officers at any given time. To the full extent permitted by Texas law, the Company shall retain counsel to defend Executive, or shall advance legal fees and expenses to Executive for counsel selected by Executive, in connection with any litigation or proceeding related to Executive's service as an employee, officer and director of the Company or any Affiliate within 20 days after receipt by the Company of a written request for such advance. Such request shall include an itemized list of the costs and expenses and an undertaking by Executive to repay the amount of such advance if it shall ultimately be determined that Executive is not entitled to be indemnified against such costs and expenses. This Section 22 shall be in addition to, and shall not limit in any way, the rights of Executive to any other indemnification from the Company, as a matter of law, contract or otherwise. Notwithstanding the foregoing, the provisions in this Section 22 may be superseded and replaced by a separate indemnification agreement entered into between the Company and Executive.

23. **Severability**. It is the desire of the parties hereto that the Agreement be enforced to the maximum extent permitted by law, and should any provision contained herein be held unenforceable by a court of competent jurisdiction or arbitrator (pursuant to Section 26), the parties hereby agree and consent that such provision shall be reformed to create a valid and enforceable provision to the maximum extent permitted by law; provided, however, if such provision cannot be reformed, it shall be deemed ineffective and deleted here from without affecting any other provision of the Agreement. The Agreement should be construed by limiting and reducing it only to the minimum extent necessary to be enforceable under then applicable law.

24. **Title and Headings; Construction**. Titles and headings to Sections hereof are for reference only and shall in no way limit, define or otherwise affect the provisions hereof. The words "herein", "hereof", "hereunder" and other compounds of the word "here" shall refer to the entire Agreement and not to any particular provision hereof. The masculine gender is intended to include the feminine gender.

25. **Choice of Law**. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, THE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW.

26. **Arbitration**. Subject to Section 18, any past, present, or future dispute or other controversy (hereafter a "**Dispute**") arising under or in connection with Executive's employment with the Company or any Affiliate, or the termination thereof, and/or the Agreement, whether in contract, in tort, statutory or otherwise, and including both claims brought by Executive and claims brought against Executive, shall be finally and solely resolved by binding arbitration in Harris County, Texas, administered by the American Arbitration Association (the "**AAA**") in accordance with the Employment Arbitration Rules and Mediation Procedures of the AAA, this Section 26 and, to the maximum extent applicable, the Federal Arbitration Act (provided that nothing herein shall require arbitration of a Dispute which, by law, cannot be the subject of a compulsory arbitration agreement). Such arbitration shall be conducted by a single arbitrator (the "**Arbitrator**"). If the parties cannot agree on the choice of an Arbitrator within 30 days after the Dispute has been filed with the AAA, then the Arbitrator shall be selected pursuant to the Employment Arbitration Rules and Mediation Procedures of the AAA. The Arbitrator may proceed to an award notwithstanding the failure of any party to participate in such proceedings. Except as set forth in Section 18, above, the arbitrator, and not any federal or state court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, and/or formation of this Agreement, including any dispute as to whether (i) a particular claim is subject to arbitration hereunder, and/or (ii) any part of this Section 26 is void or voidable. The costs of the arbitration and arbitrator fees shall be borne equally by the parties, and each party shall bear its own legal costs and related expenses in connection with any arbitration. However, if Executive is the prevailing party in any final and binding arbitral award on a material issue in the arbitration proceeding, the Company shall reimburse Executive for Executive's reasonable attorney's fees incurred in connection with the arbitration.

To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within 180 days of the filing of the Dispute with the AAA. The Arbitrator may allow discovery in its discretion but shall be mindful of the Parties' goal of settling disputes in the most efficient manner possible. The Arbitrator shall be empowered to impose sanctions and to take such other actions as the Arbitrator deems necessary to the same extent a judge could impose sanctions or take such other actions pursuant to the Federal Rules of Civil Procedure and applicable law. Each party agrees to keep all Disputes and arbitration proceedings strictly confidential except for disclosure of information required by applicable law which cannot be waived.

The award of the Arbitrator shall be (a) the sole and exclusive remedy of the parties, (b) final and binding on the parties hereto except for any appeals provided by the Federal Arbitration Act, and (c) in writing and shall state the reasons for the award. Only the state and federal courts sitting in Houston, Texas shall have jurisdiction to enter a judgment upon any award rendered by the Arbitrator, and the parties hereby consent to the personal jurisdiction of such courts and waive any objection that such forum is inconvenient. Unless prohibited by law, the parties agree to take all steps necessary to protect the confidentiality of the Dispute and all materials from the arbitration in connection with any court proceeding, agree to use their reasonable best efforts to file all Confidential Information (and all documents containing Confidential Information) under seal in any court proceeding permitted herein, and agree to the entry of an appropriate protective order encompassing the confidentiality terms of this Agreement. This Section 26 shall not preclude (i) the parties at any time from agreeing to pursue non-binding mediation of the Dispute prior to arbitration hereunder (provided that neither party shall be obligated to participate in non-binding mediation against its will) or (ii) the Company from pursuing the remedies available under Section 18 in any court of competent jurisdiction.

27. **Binding Effect: Third Party Beneficiaries**. The Agreement shall be binding upon and inure to the benefit of the parties hereto, and to their respective heirs, executors, beneficiaries, personal representatives, successors and permitted assigns hereunder, but otherwise the Agreement shall not be for the benefit of any third parties.

28. **Entire Agreement; Amendment and Termination**. The Agreement contains the entire agreement of the parties with respect to Executive's employment and the other matters covered herein; moreover, the Agreement supersedes all prior and contemporaneous agreements and understandings, oral or written, between the Parties hereto concerning the subject matter hereof. Notwithstanding the foregoing, any indemnity agreement between the Company and Executive as of the Effective Date shall continue in effect until otherwise amended or superseded. The Agreement may be amended, waived or terminated only by a written instrument that is identified as an amendment or termination hereto and that is executed on behalf of both Parties.

29. **Survival of Certain Provisions**. Wherever appropriate to the intention of the Parties, the respective rights and obligations of the Parties hereunder, including but not limited to the rights and obligations set out in Sections 2, 5 through 7, 10 through 18, 22, 25, 26 and 32 shall survive any termination or expiration of the Agreement.

30. **Waiver of Breach**. No waiver by either Party hereto of a breach of any provision of the Agreement by any other Party, or of compliance with any condition or provision of the Agreement to be performed by such other Party, will operate or be construed as a waiver of any subsequent breach by such other Party or any similar or dissimilar provision or condition at the same or any subsequent time. The failure of either Party hereto to take any action by reason of any breach will not deprive such Party of the right to take action at any time while such breach continues.

31. **Successors and Assigns**. The Agreement shall be binding upon and inure to the benefit of the Company and its Affiliates, and its and their successors, and upon any person or entity acquiring, whether by merger, consolidation, purchase of assets or otherwise, all or

substantially all of the business and/or assets of the Company or its successor. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company to expressly assume and agree to perform the Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place; provided, however, no such assumption shall relieve the Company of its obligations hereunder.

The Agreement shall inure to the benefit of and be enforceable by Executive's personal or legal representative, executors, administrators, successors, and heirs. In the event of the death of Executive while any amount is payable hereunder including, without limitation, pursuant to Sections 2, 5, 6, and 7, all such amounts, unless otherwise specifically provided herein, shall be paid in accordance with the terms of the Agreement to the beneficiary designated by Executive in a writing delivered to the Company, or if none, to Executive's surviving spouse if any, or if not, then to the personal representative of Executive's estate.

32. **Notices**. Each notice or other communication required or permitted under the Agreement shall be in writing and transmitted, delivered, or sent by personal delivery, prepaid courier or messenger service (whether overnight or same-day), or prepaid certified United States mail (with return receipt requested), addressed (in any case) to the other Party at the address for that Party set forth below that Party's signature on the Agreement, or at such other address as the recipient has designated by notice to the other Party. Either party may change the address for notice by notifying the other party of such change in accordance with this Section 32.

Each notice or communication so transmitted, delivered, or sent (a) in person, by courier or messenger service, or by certified United States mail shall be deemed given, received, and effective on the date delivered to or refused by the intended recipient (with the return receipt, or the equivalent record of the courier or messenger, being deemed conclusive evidence of delivery or refusal), or (b) by telecopy or facsimile shall be deemed given, received, and effective on the date of actual receipt (with the confirmation of transmission being deemed conclusive evidence of receipt, except where the intended recipient has promptly notified the other Party that the transmission is illegible). Nevertheless, if the date of delivery or transmission is not a business day, or if the delivery or transmission is after 5:00 p.m. on a business day, the notice or other communication shall be deemed given, received, and effective on the next business day.

33. **Executive Acknowledgment**. Executive acknowledges that (a) Executive is knowledgeable and sophisticated as to business matters, including the subject matter of the Agreement, (b) Executive has read the Agreement and understands its terms and conditions, (c) Executive has had ample opportunity to discuss the Agreement with Executive's legal counsel prior to execution, and (d) no strict rules of construction shall apply for or against the drafter or any other Party. Executive represents that Executive is free to enter into the Agreement including, without limitation, that Executive is not subject to any covenant not to compete that would conflict with Executive's duties under the Agreement.

34. **Code Section 409A**. The Agreement is intended to comply with, or be exempt from, Code Section 409A. Executive acknowledges that if any provision of the Agreement (or of any award of compensation or benefits) would cause Executive to incur any additional tax, interest or penalties under Code Section 409A, such additional tax, interest or penalties shall solely be Executive's responsibility.

Pursuant to Code Section 409A, any reimbursement of expenses made under the Agreement (including payments related to health and dental expenses under Sections 5 through 7), shall only be made for eligible expenses incurred during the Term of Employment, and no reimbursement of any expense shall be made by the Company after December 31st of the year following the calendar year in which the expense was incurred. The amount eligible for reimbursement under the Agreement during a taxable year may not affect expenses eligible for reimbursement in any other taxable year, and the right to reimbursement under the Agreement is not subject to liquidation or exchange for another benefit.

For purposes of Code Section 409A, each payment under this Agreement shall be deemed to be a separate payment. Except as permitted under Code Section 409A, any deferred compensation (within the meaning of Code Section 409A) payable to Executive under the Agreement may not be reduced by, or offset against, any amount owing by Executive to the Company or any of its Affiliates.

Notwithstanding anything in this Agreement or elsewhere to the contrary, payments and benefits provided upon the termination of Executive's employment with the Company or any of its Affiliates may only be made upon a "separation from service" as determined under Code Section 409A.

Notwithstanding any provision in the Agreement to the contrary, if the payment or provision of any payment or benefit herein would be subject to additional taxes, penalties and interest under Code Section 409A because the timing of such payment or benefit is not delayed as provided in Code Section 409A for a "specified employee" (within the meaning of Code Section 409A), then if Executive is a "specified employee," any such payment or benefit that Executive would otherwise be entitled to receive during the first six months following the Termination Date shall be accumulated and paid or provided, as applicable, within ten days after the date that is six months following the Termination Date, or such earlier date upon which such amount can be paid or provided under Code Section 409A without being subject to such additional taxes, penalties and interest such as upon the death of Executive.

35. **Counterparts**. The Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by one party hereto, but together signed by both parties.

IN WITNESS WHEREOF, Executive has executed and Company has caused the Agreement to be executed in its name and on its behalf by its duly authorized officer, to be effective as of the Effective Date.

EXECUTIVE:

Signature: /s/ Michael W. Sumruld
Michael W. Sumruld

Date: March 26, 2019

Address for Notices:

The address the Company most recently has on file

PARKER DRILLING COMPANY:

By: /s/ Jennifer F. Simons

Date: March 26, 2019

Address for Notices:

Parker Drilling Company
Attn: Chairman, Compensation Committee of the Board of Directors
5 Greenway Plaza
Suite 100
Houston, TX 77046

APPENDIX A

DEFINITIONS

For purposes of the Agreement:

(1) "**Affiliate**" means any entity which owns or controls, is owned or controlled by, or is under common control with, the Company.

(2) "**Board**" means the Board of Directors of the Company.

(3) "**Cause**" means any of the following:

(A) the refusal to perform Executive's material job duties that continues after written notice from the Company;

(B) Executive's material violation of a material policy of the Company that causes, or is reasonably likely to cause, material harm to the business or reputation of the Company that is not cured within 15 days of written notice from the Company;

(C) Executive's willful misconduct in the course of Executive's duties that causes, or is reasonably likely to cause, material harm to the business or reputation of the Company;

(D) Executive's conviction of a felony; or

(E) Executive's material breach of any of any restrictive covenants (including Sections 10 through 15), but Cause shall not exist under this clause (E) until after written notice from the Reporting Authority has been given to Executive of such material breach or nonperformance (which notice specifically identifies the manner and sets forth specific facts, circumstances and examples in which the Reporting Authority reasonably believes that Executive has breached the Agreement or not substantially performed Executive's duties) and Executive has failed to cure such alleged breach or nonperformance within 15 business days after Executive's receipt of such notice; and, for purposes of this clause (E), no act or failure to act on Executive's part shall be deemed "willful" unless it is done or omitted by Executive not in good faith and without Executive's reasonable belief that such action or omission was in the best interest of the Company (assuming disclosure of the pertinent facts, any action or omission by Executive after consultation with, and in accordance with the advice of, legal counsel reasonably acceptable to the Company shall be deemed to have been taken in good faith and to not be willful under the Agreement).

Executive shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to Executive a letter from the Reporting Authority stating that, in the good faith opinion of the Reporting Authority, Executive was guilty of actions or omissions constituting Cause and specifying the particulars thereof in detail.

(4) "**Change in Control**" shall have the meaning set forth in the Parker Drilling Company 2019 Long-Term Incentive Plan as in effect on the date hereof (the "LTIP").

(5) "**Code**" means the Internal Revenue Code of 1986, as amended, or its successor. References herein to any Code Section shall include any successor provisions of the Code.

(6) "**Competitor**" means an individual, partnership, firm, corporation or other business organization or entity that materially competes with the Company or any of its Subsidiaries, or conducts a similar business function to the Company, its Affiliates, or any of its Subsidiaries, within any geographic area where the Company operates, or operated during Executive's employment with the Company or any Affiliate.

(7) "**Confidential Information**" means any nonpublic, proprietary information or material, including any information or material known to or used by or for the Company or an Affiliate (whether or not owned or developed by the Company or an Affiliate and whether or not developed by Executive) that is not generally known to any person not employed by or acting as a director or consultant to the Company or its Affiliates. Confidential Information includes, but is not limited to, the following: all trade secrets of the Company or an Affiliate; all non-public information that the Company or an Affiliate has marked as confidential or has otherwise described to Executive (either in writing or orally) as confidential or that is required to be maintained as confidential under governing law or regulation or under an agreement with any third parties; all non-public information concerning the Company's or Affiliate's products, services, prospective products or services, research, product designs, prices, discounts, costs, marketing plans, marketing techniques, market studies, test data, customers, customer lists and records, suppliers and contracts; all business records and plans; all personnel files; all financial information of or concerning the Company or an Affiliate; all information relating to the Company's operating system software, application software, software and system methodology, hardware platforms, technical information, inventions, computer programs and listings, source codes, object codes, copyrights and other intellectual property; all technical specifications; any proprietary information belonging to the Company or an Affiliate; all computer hardware or software manuals of the Company or an Affiliate; all Company or Affiliate training or instruction manuals; and all Company or Affiliate data and all computer system passwords and user codes.

(8) "**Designated Beneficiary**" means such beneficiary as designated in writing by Executive and delivered to the Company; or if none, Executive's surviving spouse, if any. If there is no written beneficiary designation or surviving spouse at the time of Executive's death, then the Designated Beneficiary hereunder shall be the legal representative of Executive's estate for the benefit of such estate.

(9) "**Disability**" means, upon expiration of any applicable waiting/elimination period, a disability of Executive that qualifies Executive for long-term disability benefits.

(10) "**Dispute**" means any dispute or controversy arising under or in connection with the Agreement, whether in contract, in tort, statutory or otherwise.

(11) "**Excise Tax**" means the excise imposed by Section 4999 of the Code or any similar or successor provision thereto.

(12) "**Employee Developments**" means all inventions, ideas, and discoveries (whether patentable or not), designs, products, processes, procedures, methods, developments, formulae, techniques, analyses, drawings, notes, documents, information, materials, and improvements, including, but not limited to, computer programs and related documentation, and all intellectual property rights therein, made, conceived, developed, or prepared, in whole or in part, by Executive during the course of employment with the Company, alone or with others, whether or not during work hours or on Company premises, which are (a) within the scope of business operations of the Company, or a reasonable or contemplated expansion thereof, (b) related to any Company or Affiliate work or project, present, past or contemplated, (c) created with the aid of Company materials, equipment, facilities or personnel, or (d) based upon information to which Executive has access as a result of or in connection with Executive's employment with the Company.

(13) "**Good Reason**" means the occurrence of any of the following events or conditions without Executive's express written consent:

(A) a material diminution in Executive's titles, duties or authorities;

(B) a material diminution in Executive's Base Salary or annual incentive cash compensation target amount;

(C) the Company's material violation of the Agreement; or

(D) a relocation of Executive's primary office location by more than 50 miles if such relocation materially increases Executive's commute.

Notwithstanding the definition of "Good Reason" for purposes of the Agreement, Executive may not terminate Executive's employment hereunder for Good Reason unless Executive (i) first notifies the Board in writing of the event or condition (or events or conditions) which Executive believes constitutes a Good Reason event or condition and the specific paragraph of the Agreement under which such event or condition has occurred, within 45 days from the date of such event or condition arising, (ii) provides the Company with at least 15 days to cure the Good Reason event or condition so that it either (1) does not constitute a Good Reason event or condition hereunder or (2) Executive reasonably agrees, in writing, that after any such modification or accommodation made by the Company that such event shall not constitute a Good Reason event or condition hereunder, and (iii) in the event the Company fails to so cure the Good Reason event or condition, Executive actually terminates employment with the Company within 15 days following the expiration of such cure period.

(14) "**Net After-Tax Receipt**" means the present value (as determined in accordance with Section 280G of the Code) of the Payments net of all applicable federal, state and local income, employment, and other applicable taxes and the Excise Tax.

(15) "**Outstanding Company Common Stock**" means the then outstanding shares of common stock of the Company.

(16) **"Outstanding Company Voting Securities**" means the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors.

(17) "**Reporting Authority**" means the Chief Executive Officer of the Company or with respect to the Chief Executive Officer, the Board.

(18) "**Subsidiary**" means any corporation, partnership, trust or other entity controlled by the Company.

(19) "**Termination Date**" means the date on which Executive's employment with the Company terminates, whether during the Term of Employment or at any time thereafter, for whatever reason, and such termination constitutes a "separation from service" within the meaning of Code Section 409A.

APPENDIX B

FORM WAIVER AND RELEASE

Pursuant to the terms of the Employment Agreement made as of , , between Parking Drilling Company (the "Company") and me (the "Employment Agreement"), and in consideration of the payments made to me and other benefits to be received by me pursuant thereto, I, Michael W. Sumruld, do freely and voluntarily enter into this WAIVER AND RELEASE (the "Release"), which shall become effective and binding on the eighth day following my signing the Release as provided herein (the "Effective Date"). It is my intent to be legally bound, according to the terms set forth below.

In exchange for the payments and other benefits to be provided to me by the Company pursuant to Section of the Employment Agreement (the "Separation Payment" and "Separation Benefits"), I hereby agree and state as follows:

1. I, individually and on behalf of my heirs, personal representatives, successors, and assigns, release, waive, and discharge Company, its predecessors, successors, parents, subsidiaries, merged entities, operating units, affiliates, divisions, insurers, administrators, trustees, and the agents, representatives, officers, directors, shareholders, employees and attorneys of each of the foregoing (hereinafter the "Released Parties"), from all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs, expenses, damages, actions, and causes of action, whether in law or in equity, whether known or unknown, suspected or unsuspected, arising from my employment and termination from employment with Company, including but not limited to any and all claims pursuant to Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991 (42 U.S.C. § 2000e, *et seq.*), which prohibits discrimination in employment based on race, color, national origin, religion or sex; the Civil Rights Act of 1866 (42 U.S.C. §§1981, 1983 and 1985), which prohibits violations of civil rights; the Age Discrimination in Employment Act of 1967, as amended, and as further amended by the Older Workers Benefit Protection Act (29 U.S.C. §621, *et seq.*), which prohibits age discrimination in employment; the Employee Retirement Income Security Act of 1974, as amended (29 U.S.C. § 1001, *et seq.*), which protects certain employee benefits; the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination against the disabled; the Family and Medical Leave Act of 1993 (29 U.S.C. § 2601,*et seq.*), which provides medical and family leave; the Fair Labor Standards Act (29 U.S.C. § 201, *et seq*.), including the wage and hour laws relating to payment of wages; and all other federal, state and local laws and regulations prohibiting employment discrimination. This Release also includes, but is not limited to, a release of any claims for breach of contract, mental pain, suffering and anguish, emotional upset, impairment of economic opportunities, unlawful interference with employment rights, defamation, intentional or negligent infliction of emotional distress, fraud, wrongful termination, wrongful discharge in violation of public policy, breach of any express or implied covenant of good faith and fair dealing, that Company has dealt with me unfairly or in bad faith, and all other common law contract and tort claims.

Notwithstanding the foregoing, I am not waiving any rights or claims that may arise after this Release is signed by me. Moreover, this Release does not apply to any claims or rights which, by operation of law, cannot be waived, including the right to file an administrative charge or participate in an administrative investigation or proceeding. I agree that I will not, without the Company's express prior approval or unless required by law, furnish information to or cooperate with any non-governmental entity or person in connection with any proceeding or legal action involving the Company. However, nothing in this Release prohibits me from filing a charge with, or reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the U.S. Equal Opportunity Commission, the Department of Justice, the Securities and Exchange Commission, Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. This Release does not limit my ability to communicate with any government agencies or participate in any investigation or proceeding that may be conducted by any government agency, including providing documents or other information, without notice to the Company. In addition, this Release does not limit my right to receive an award for information provided to any government agencies. Further, I acknowledge that I have been advised that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (I) files any document containing the trade secret under seal; and (II) does not disclose the trade secret, except pursuant to court order.

2. Nothing in this Release shall affect in any way (a) any right to indemnification (or advancement of legal fees) and directors and officers liability insurance coverage provided to me pursuant to the Company's bylaws, my Employment Agreement, and/or pursuant to any other agreements or policies in effect prior to the effective date of my termination, which shall continue in full force and effect, in accordance with their terms, following the Effective Date; (b) any right that cannot be waived by private agreement under law; (c) any right to any earned and accrued base salary, vacation or benefits that are earned, but not yet paid or incurred, unreimbursed business expense reimbursements or any severance or other benefits under the Employment Agreement; or (d) my rights as an equity or security holder in the Company or its affiliates, including, without limitation, any applicable sale, merger or transaction agreement with respect thereto.

3. I forever waive and relinquish any right or claim to reinstatement to active employment with Company, its affiliates, subsidiaries, divisions, parent, and successors. I further acknowledge that Company has no obligation to rehire or return me to active duty at any time in the future.

4. I acknowledge that all agreements applicable to my employment respecting noncompetition, nonsolicitation, nonrecruitment, derogatory statements, and the confidential or proprietary information of the Company shall continue in full force and effect as described in the Employment Agreement.

5. I hereby acknowledge and affirm as follows:

   a. I have been advised to consult with an attorney prior to signing this Release.

   b. I have been extended a period of 45 days in which to consider this Release.

   c. I understand that for a period of seven days following my execution of this Release, I may revoke the Release by notifying the Company, in writing, of my desire to do so.

   d. I understand that after the seven-day period has elapsed and I have not revoked the Release, it shall then become effective and enforceable.

   e. I understand that the Separation Payment will not be made and I will not be entitled to the Severance Benefits made under the Employment Agreement until after the seven-day period has elapsed and I have not revoked the Release.

   f. I acknowledge that I have received payment for all wages due at the time of my employment termination, including any reimbursement for any and all business related expenses.

   g. I further acknowledge that the Separation Payment and the Separation Benefits include consideration to which I am not otherwise entitled under any Company plan, program, or prior agreement.

   h. I certify that I have returned all property of the Company, including but not limited to, keys, credit and fuel cards, files, lists, and documents of all kinds regardless of the medium in which they are maintained.

   i. I have carefully read the contents of this Release and I understand its contents. I am executing this Release voluntarily, knowingly, and without any duress or coercion.

6. Other than certain matters for which I was responsible and that were properly resolved in the course of my employment with the Company, I have reported all matters, to the best of my knowledge and as part of my Separation Payment, that may potentially violate the law, the Company's Code of Conduct or its policies to the Company's Chief Compliance Officer, to its internal legal counsel or through its ethics helpline. To the best of my knowledge, all matters that I have reported have been, or are in the process of being, properly examined and addressed by the Company, or, to the extent I believe they have not been, I have identified those matters that I do not believe to have been properly examined and addressed by the Company to its Chief Compliance Officer or to its internal legal counsel.

7. I acknowledge that this Release shall not be construed as an admission by any of the Released Parties of any liability whatsoever, or as an admission by any of the Released Parties of any violation of my rights or of any other person, or any violation of any order, law, statute, duty or contract.

8. I agree that the terms and conditions of this Release are confidential and that I will not, directly or indirectly, disclose the existence of or terms of this Release to anyone other than my attorney or tax advisor, except to the extent such disclosure may be required for accounting or tax reporting purposes or otherwise be required by law or direction of a court. Nothing in this provision shall be construed to prohibit me from disclosing this Release to the Equal Employment Opportunity Commission in connection with any complaint or charge submitted to that agency.

9. In the event that any provision of this Release should be held void, voidable, or unenforceable, the remaining portions shall remain in full force and effect.

10. I hereby declare that this Release constitutes the entire and final settlement between me and the Company, superseding any and all prior agreements, and that the Company has not made any promise or offered any other agreement, except those expressed in this Release, to induce or persuade me to enter into this Release.

IN WITNESS WHEREOF, I have signed this Release on the day of , 20 .

Michael W. Sumruld

Exhibit A

INCENTIVE AGREEMENT FOR EMERGENCE AWARD - RESTRICTED STOCK UNIT

Exhibit B

INCENTIVE AGREEMENT FOR EMERGENCE AWARD - STOCK OPTION

Exhibit 10.10

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "**Agreement**") is made and entered into as of March 26, 2019 (the "**Effective Date**"), by and between PARKER DRILLING COMPANY, a Delaware corporation and PARKER DRILLING MANAGEMENT SERVICES LTD., a Nevada corporation, and Jon-Al Duplantier ("**Executive**"). For the purposes of this Agreement, Parker Drilling Company and Parker Drilling Management Services Ltd., together with any Successor Entity, shall be collectively referred to as the "**Company**". The Company and Executive may sometimes hereafter be referred to singularly as a "**Party**" or collectively as the "**Parties**." Defined terms shall have the meanings ascribed to them in Appendix A of the Agreement.

W I T N E S S E T H:

WHEREAS, the Company desires to continue to employ Executive subject to the terms and conditions hereafter set forth; and

WHEREAS, Executive is willing to enter into the Agreement upon the terms and conditions set forth;

NOW, THEREFORE, in consideration of Executive's continued employment with the Company, and the mutual promises and agreements contained herein, the Parties hereto agree as follows:

1. **Employment**. During the Employment Period, the Company shall employ Executive, and Executive shall serve as President, Rental Tools and Well Services of the Company. Executive's principal place of employment shall be at the corporate offices of the Company in Houston, Texas. Executive understands and agrees that Executive may be required to travel from time to time for purposes of the Company's business.

2. **Compensation**. Compensation shall be paid or provided to Executive during the Employment Period as follows:

(a) ***Base Salary***. The Company shall pay to Executive a base salary of $425,000 per year, payable in accordance with the Company's normal payroll schedule and procedures for its executives. Executive's Base Salary shall be subject to at least annual review and may be increased (but not decreased during the Employment Period without Executive's express written consent). Nothing contained herein shall preclude the payment of any other compensation to Executive at any time.

(b) ***Annual Incentive Cash Compensation***. The Executive shall be eligible to participate in an annual incentive cash compensation plan. The annual incentive cash compensation target shall be not less than 75% of Executive's Base Salary and shall be subject to review and may be increased (but not decreased during the Employment Period without Executive's express written consent (such amount, the "**Target Bonus**")). For years commencing after 2019, the annual incentive cash compensation will be paid based on meeting reasonably potentially attainable performance goals established by the Compensation Committee of the Board in good faith after consultation with the Company's Chief Executive Officer no later than 60 days after the commencement of (a) the applicable fiscal year or (b) the applicable target period. The annual incentive cash compensation, if any, will be paid in cash form in accordance with the terms of the applicable annual incentive cash compensation plan as in effect from time to time, and in no event later than 90 days following close of the target period.

(c) ***Long-Term Incentives***. Executive shall be eligible to receive grants of long-term incentives, all as commensurate with Executive's position, and to the extent permitted by and in accordance with the terms of the Company's long-term incentive plan or plans as in effect from time to time.

(1) Initial Equity Grant. Effective as of the Effective Date, Executive shall receive an initial award (the "**Initial RSU Award**") pursuant to the terms and conditions of the RESTRICTED STOCK UNIT INCENTIVE AGREEMENT between Company and Executive dated on the Effective Date, a form of which is attached hereto as Exhibit A.

(2) Initial Options Grant. Effective as of the Effective Date, Executive shall receive an initial award (the "**Initial Option Award**") pursuant to the terms and conditions of the STOCK OPTION INCENTIVE AGREEMENT between Company and Executive dated on the Effective Date, a form of which is attached hereto as Exhibit B.

3. **Duties and Responsibilities of Executive**. Executive shall have responsibilities, duties and authorities customarily associated with Executive's position in companies that are of similar size and nature to the Company. During the Employment Period, Executive shall devote substantially all of Executive's full business time and attention to the Company's business. This Section 3 shall not be construed as preventing Executive from (a) serving on advisory committees or boards with the written permission of the Reporting Authority, such permission not to be unreasonably withheld or delayed; (b) engaging in reasonable volunteer services for charitable, educational or civic organizations; or (c) managing Executive's personal investments in a form or manner that will not require Executive's services in the operation of the entities in which such investments are made.

4. **Term of Employment**. Executive's initial term of employment with the Company under the Agreement shall be for the period from the Effective Date through the one-year anniversary of the Effective Date (the "**Initial Term of Employment**"). Thereafter, the Initial Term of Employment shall be automatically extended repetitively for one-year period(s) unless written notice is given by either the Company or Executive to the other Party at least 60 days prior to the end of the Initial Term of Employment, or any one-year extension thereof, as applicable, that the term of employment will not be renewed (such notice, a "**Notice of Non-Renewal**"). The Initial Term of Employment and any extension of the Initial Term of Employment hereunder shall each and collectively be referred to herein as a "**Term of Employment**." The Term of Employment shall also be extended upon a Change in Control as provided in Section 7. The Term of Employment shall automatically end in the event of the death or Disability of Executive. The Company and Executive shall each have the right to give Notice of Termination (pursuant to Section 8) at will, with or without cause, at any time, subject however to the terms and conditions of the Agreement regarding the rights and duties of the Parties upon termination of employment. The period from the Effective Date through the earlier of the date of Executive's termination of employment for whatever reason or the end of the Term of Employment shall be referred to herein as the "**Employment Period**."

5. **Benefits**. Subject to the terms and conditions of the Agreement, Executive shall be entitled to the following:

(a) ***Ongoing Benefits***. During the Employment Period, Executive shall be entitled to the following:

(1) ***Reimbursement of Expenses***. The Company shall pay or reimburse Executive for all reasonable travel, entertainment and other expenses paid or incurred by Executive in the performance of Executive's duties hereunder. The Company shall also provide Executive with suitable office space, including staff support, as reasonably determined by the Company.

(2) ***Other Employee Benefits***. Executive shall be eligible to participate in any pension, retirement, 401(k), and profit-sharing,non-qualified deferred compensation and other group retirement plans or programs of the Company, to the same extent as available to Senior Officers under the terms of such plans or programs. Executive shall also be entitled to participate in any medical, dental, life, accident, disability and other group insurance plans or programs of the Company, to the same extent as available to Senior Officers under the terms of such plans or programs. For the purposes of this Agreement, "**Senior Officers**" includes the Chief Executive Officer of the Company and all managerial personnel reporting directly to the Chief Executive Officer.

(3) ***Paid Time Off***. Executive shall be entitled to the number of hours of paid time off each year that is accorded under the Company's paid time policy for other Senior Officers, but not less than Executive's annual paid time off entitlement under Executive's prior employment agreement with the Company.

(b) ***Payments Upon Termination***. Upon termination of employment during the Term of Employment and without requirement of execution of a Waiver and Release, Executive shall be entitled to the following minimum payments, in addition to any other payments or benefits Executive is entitled to receive under the terms of the Agreement and any employee benefit plan or program:

(1) unpaid Base Salary which has accrued through the Termination Date;

(2) unpaid vacation pay for that year which has accrued through the Termination Date; and

(3) reimbursement of incurred business expenses in accordance with the Company's normal procedures.

Any such accrued and unpaid salary and vacation pay shall be paid to Executive in a cash lump sum within five business days following the Termination Date.

6. **Severance Benefits Upon Certain Terminations Outside the Change in Control Protection Period** Subject to the Waiver and Release requirement described in Section 6(c), Executive's right to compensation and benefits for periods after the Termination

Date (but not within the Change in Control Period defined in Section 7) shall be determined in accordance with this Section 6, as follows:

(a) ***Cash Payments***. In the event that (i) Executive's employment is terminated during the Term of Employment by the Company without Cause (other than due to death or Disability), (ii) Executive's employment with the Company is terminated upon the expiration of the Term of Employment and following the date the Company provides a Notice of Non-Renewal as contemplated by Section 4, or (iii) Executive terminates Executive's employment hereunder during the Term of Employment for Good Reason (each, a "**Qualifying Termination**"), then the following cash payments shall be provided to Executive or, in the event of Executive's death before receiving such benefits, to Executive's Designated Beneficiary:

(1) the Company shall pay to Executive as additional compensation (the "**Additional Payment**") an amount which is equal to one and one-half (1.5) (the "**Severance Multiplier**") multiplied by the sum of (x) Executive's Base Salary as in effect on the date Notice of Termination is given or on the date immediately prior to the Termination Date, whichever is greater and (y) Executive's Target Bonus. The Additional Payment shall be paid to Executive in a cash lump sum payment on the 60th day following the Termination Date, but only if the Waiver and Release has been timely executed and returned and the revocation period has expired;

(2) a portion of Executive's annual incentive cash compensation equal to the annual incentive cash compensation as provided in Section 2(b) based on actual performance, multiplied by a fraction, the numerator of which equals the number of days from the commencement of the incentive compensation plan year in which such termination occurs through the Termination Date, and the denominator of which equals 365. Any such annual incentive cash compensation shall be paid in a cash lump sum on the normal annual incentive cash compensation payment date for Senior Officers whose employment has continued, and in no event later than the later of (i) March 15 of the year following the year in which the Termination Date occurs or (ii) the 60th day following the Termination Date, but only if the Waiver and Release has been timely executed and returned and the revocation period has expired;

(3) if the Termination Date occurs after the end of the Company's fiscal year and prior to the payment of the annual incentive cash compensation for such year, the same annual incentive cash compensation to which Executive would have been entitled had Executive's employment continued through the normal annual incentive cash compensation payment date, if any. Such annual incentive cash compensation shall be paid in a cash lump sum on the normal annual incentive cash compensation payment date for Senior Officers whose employment has continued, and in no event later than the later of March 15 of the year in which the Termination Date Occurs or (ii) the 60th day following the Termination Date, but only if the Waiver and Release has been timely executed and returned and the revocation period has expired; and

(4) payment for Executive's (and Executive's eligible dependents') health care continuation premiums ("**COBRA**") for the number of years equal to the Severance Multiple (the "**COBRA Payment**"), any such amount shall be paid to Executive in a cash lump sum payment on the 60th day following the Termination Date, but only if the Waiver and Release has been timely executed and returned and the revocation period has expired.

(b) ***No Benefits***. In the event that (i) Executive voluntarily resigns or otherwise voluntarily terminates Executive's employment at any time, in either case, without Good Reason, (ii) Executive's employment is terminated by the Company for Cause, or (iii) Executive's employment is terminated due to death or Disability, then the Company shall have no obligation to provide any severance payments and benefits under Section 6(a). In any such event, Executive and Executive's covered dependents, if any, shall be entitled to only elect continuation coverage under the Company's group health plan and group dental plan pursuant to COBRA and the Company's procedures for COBRA administration after the Termination Date.

(c) ***Waiver and Release***. Notwithstanding any provision of the Agreement to the contrary, in order to receive the severance payments and benefits payable under Section 6 or Section 7, as applicable, Executive must first execute an appropriate waiver and release agreement (substantially in the form attached hereto as Appendix B) (the "**Waiver and Release**"). Executive shall have 45 days after receipt of the Waiver and Release to consider and timely execute and return it to the Company. After return, Executive shall have an additional seven days in which Executive can revoke the Waiver and Release; thereafter, the Waiver and Release shall be irrevocable. The Company shall provide the Waiver and Release to Executive no later than five days after the Termination Date. If the Waiver and Release is not timely executed and returned, or it is revoked within the seven-day revocation period, no benefits shall be paid under any of Section 6 or Section 7.

(d) ***No Duplication***. The severance payments provided under the Agreement shall supersede and replace any severance payments or benefits under any severance plan, agreement, arrangement, program or policy (whether written or unwritten) that the Company or any Affiliate maintains and under which the Executive may be eligible to participate. Notwithstanding the preceding sentence, in the event that a severance payment or benefit under the Agreement would constitute a change in the form or timing of payment under Code Section 409A of any severance payment or benefit otherwise payable to Executive under any other plan, agreement, arrangement, program or policy, then the portion of the severance payment or benefit payable under the Agreement that is equal to the amount payable under such other severance plan, arrangement shall be paid in the form, and at the time, applicable under such other severance agreement, arrangement, program or policy, and, in such event, any excess severance payment or benefit as determined under the Agreement shall be paid in the time and form as specified in the Agreement.

7. **Severance Benefits Upon Certain Terminations During the Change in Control Protection Period**. Subject to the Waiver and Release requirement described in Section 6, Executive's right to compensation and benefits after the Termination Date for the Executive's Qualifying Termination during (x) the Term of Employment and (y) the period that commences upon the occurrence of a Change in Control and terminates 18 months thereafter (the "**Change in Control Protection Period**") shall be determined in accordance with thisSection 7, as follows:

(a) Executive shall be entitled to the payments and benefits set forth inSection 6, provided that the Severance Multiplier for purposes of determining the amount of the Additional Payment under Section 6(a)(1) shall instead be two (2).

(b) ***No Benefits***. In the event that (i) Executive voluntarily resigns or otherwise voluntarily terminates employment at any time without Good Reason (other than a termination of employment at the end of the Term of Employment following an Notice of Non-Renewal given by the Company), (ii) Executive's employment is terminated by the Company for Cause or (iii) employment is terminated due to death or Disability, then the Company shall have no obligation to provide any severance benefits under Section 7. In any such event, Executive and Executive's covered dependents, if any, shall be entitled to only elect continuation coverage under the Company's group health plan and group dental plan pursuant to COBRA and the Company's procedures for COBRA administration after the Termination Date

(c) ***Potential Reduction in Payments.*** Notwithstanding any other provision of the Agreement to the contrary, if any Payment would be subject to the Excise Tax, then the Payment shall be either (i) delivered in full pursuant to the terms of this Agreement, or (ii) reduced in accordance with this Section 7(c) to the extent necessary to avoid the Excise Tax, based on which of (i) or (ii) would result in the greater NetAfter-Tax Receipt to Executive.

If Payments are reduced, the reduction shall be accomplished first by reducing cash Payments under this Agreement, in the order in which such cash Payments otherwise would be paid and then by forfeiting any equity-based awards that vest as a result of the Change in Control, starting with the most recently granted equity-based awards, to the extent necessary to accomplish such reduction.

All determinations under this Section 7(c) shall be made by the Company's independent accountants or compensation consultants (the "**Third Party**") and all such determinations shall be conclusive, final and binding on the parties hereto. The Company and Executive shall furnish to the Third Party such information and documents as the Third Party may reasonably request in order to make a determination under this Section 7(c). The Company shall bear all reasonable fees and costs of the Third Party with respect to determinations under or contemplated by this Section 7(c).

8. **Notice of Termination**. Any termination by the Company or Executive of employment with the Company shall be communicated by means of a written notice which indicates the specific termination provision of the Agreement relied upon and sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated (the "**Notice of Termination**").

9. **Mitigation**. Executive shall not be required to mitigate the amount of any payment provided for under the Agreement by seeking other employment or in any other manner.

10. **Confidential Information.**

(a) ***Access to Confidential Information and Specialized Training.*** Executive's employment creates or continues a relationship of confidence and trust between the Company, on the one hand, and Executive, on the other hand. Continuing on an ongoing basis during employment, the Company agrees to give Executive access to Confidential Information (as defined below) (including, without limitation, Confidential Information of the Company's Affiliates and Subsidiaries), which Executive did not have access to or knowledge of before Executive's employment with the Company. Executive acknowledges and agrees that, as between the Parties, all Confidential Information is and shall remain the exclusive property of the Company and that all Confidential Information is confidential and a valuable, special and unique asset of the Company that gives the Company an advantage over its actual and potential, current and future competitors. Executive further acknowledges and agrees that Executive shall preserve and protect all Confidential Information from unauthorized disclosure or unauthorized use, that certain Confidential Information may constitute "trade secrets" as defined by the Texas Uniform Trade Secrets Act and under other applicable laws, and that unauthorized disclosure or unauthorized use of the Company's Confidential Information would irreparably injure the Company.

(b) The Company agrees to provide Executive with ongoing Specialized Training, which Executive does not have access to or knowledge of before the execution of the Agreement, and the Company agrees to continue providing such Specialized Training on an ongoing basis during employment. "**Specialized Training**" includes the training the Company provides to Executive that is unique to its business and enhances Executive's ability to perform Executive's job duties effectively, which includes, without limitation, orientation training; sales methods/techniques training; operation methods training; and computer and systems training.

(c) ***Agreement Not to Use or Disclose Confidential Information.*** Both during the term of Executive's employment and after the termination of Executive's employment for any reason (including wrongful termination), Executive shall hold all Confidential Information in strict confidence, and shall not use any Confidential Information except for the benefit of the Company, in accordance with the duties assigned to Executive. Executive shall not, at any time (either during or after the term of Executive's employment), disclose any Confidential Information to any person or entity (except other employees of the Company who have a need to know the information in connection with the performance of their employment duties), without the prior written consent of the Board, or permit any other person in the Executive's immediate family (which shall mean the spouse and children of the Executive) to do so; provided, however, Executive may make such disclosures to third parties where the disclosure is made during the Employment Period to third parties who have executed confidentiality agreements acceptable to the Company. Executive shall take reasonable precautions to protect the physical security of all documents and other material containing Confidential Information (regardless of the medium on which the Confidential Information is stored). The Agreement applies to all Confidential Information, whether now known or later to become known to Executive.

(d) ***Agreement to Refrain from Derogatory Statements.*** Except as provided in Sections 10(f)-(g) below, Executive agrees that, both during the employment relationship and for a two-year period after the Termination Date, Executive will not make, nor assist or direct any other person or entity in making, any oral or written statements about the Company or any of its Affiliates' directors, officers, employees, agents, investors or representatives that are untruthful

and harmful to the business interest or reputation of the Company or any of its Affiliates; or that disclose private or confidential information about the Company or any of its Affiliates' business affairs, directors, officers, employees, agents, investors or representatives; or that constitute an intrusion into the seclusion or private lives of the Company's or any of its Affiliates' directors, officers, employees, agents, investors or representatives; or that give rise to negative publicity about the private lives of such directors, officers, employees, agents, investors or representatives; or that place such directors, officers, employees, agents, investors or representatives in a false light before the public; or that constitute a misappropriation of the name or likeness of such directors, officers, employees, agents, investors or representatives. A violation or threatened violation of this prohibition may be enjoined. This Section does not apply to communications with regulatory authorities or other communications protected or required by law.

(e) ***Acknowledgement***. Executive acknowledges and agrees that a significant inducement for the Company's provision of benefits to Employee under this Agreement, and agreement to provide its Confidential Information and its goodwill upon the execution of this Agreement, is the mutual desire of the Company and Executive that Executive learn relevant aspects of the Company's Confidential Information on a continuing and ongoing basis after the execution of this Agreement. Executive will be able to use such additional Confidential Information, in conjunction with the Company's goodwill, to further the Company's business interests. In exchange for the Company's agreement to provide, and the ongoing provision of, Confidential Information, Executive agrees to the restrictions imposed herein, including the non-solicitation, non-recruitment, non-competition, and non-disparagement restrictions, as reasonable and necessary to protect the Company's legitimate business interests. Executive's non-solicitation, non-recruitment, non-competition, and non-disparagement covenants set forth herein are separate and severable obligations.

(f) Nothing in the Agreement will prohibit or restrict the Company, its Affiliates, Executive or Executive's respective attorneys from: (i) making any disclosure of relevant and necessary information or documents in any action, investigation, or proceeding relating to the Agreement, or as required by law or legal process, including with respect to possible violations of law; (ii) participating, cooperating, or testifying in any action, investigation, or proceeding with, or providing information to, any governmental agency or legislative body, any self-regulatory organization, and/or pursuant to the Sarbanes-Oxley Act; or (iii) accepting any U.S. Securities and Exchange Commission awards. In addition, nothing in the Agreement prohibits or restricts the Company, its Affiliates or Executive from initiating communications with, or responding to any inquiry from, any regulatory or supervisory authority regarding any good faith concerns about possible violations of law or regulation *provided, however*, that, except as provided in Section 10(g), Executive agrees that in the event Executive is served with a subpoena, document request, interrogatory, or any other legal process that requires Executive to disclose any Confidential Information, whether during the Employment Period or thereafter, Executive will, to the extent permitted by law, notify the Company's Board of Directors of such fact, in writing, and provide a copy of such subpoena, document request, interrogatory, or other legal process, promptly after receipt thereof.

(g) Pursuant to 18 U.S.C. § 1833(b), Executive will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret of the Company or its Affiliates that (i) is made (A) in confidence to a Federal, State, or local

government official, either directly or indirectly, or to Executive's attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, nothing in this Agreement, or any other agreement or policy, shall prevent Executive from, or expose Executive to criminal or civil liability under and Federal or State trade secret law for filing a charge or complaint with, communicating with, participating in any investigation or proceeding or otherwise directly or indirectly sharing any Company trade secret or other Confidential Information (except information protected by the Company's attorney-client or work product privilege) with an attorney or with any federal, state, or local government agencies, regulators, or officials, for the purpose of investigating or reporting a suspected violation of law, whether in response to a subpoena or otherwise, without providing notice to the Company. If Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the trade secret to Executive's attorney and use the trade secret information in the court proceeding, if Executive files any document containing the trade secret under seal and does not disclose the trade secret except under court order. Nothing in the Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section.

11. **Duty to Return Company Documents and Property**. Upon the termination of Executive's employment with the Company, for any reason whatsoever, Executive shall immediately return and deliver to the Company any and all papers, books, records, documents, memoranda and manuals, e-mail, electronic or magnetic recordings or data, including all copies thereof, belonging to the Company, containing Confidential Information, in Executive's possession, whether prepared by Executive or others. If at any time after the Employment Period, Executive determines that Executive has any Confidential Information in Executive's possession or control, Executive shall immediately return to the Company all such Confidential Information in Executive's possession or control, including all copies and portions thereof.

12. **Employee Developments.**

(a) ***Assignment of Employee Developments***. Executive agrees that any and all Employee Developments (as defined below) shall be and remain the sole and exclusive property of the Company. Executive hereby assigns to the Company, without additional compensation, all right, title and interest Executive has in and to any Employee Developments. If copyright protection is available for any Employee Development, such Employee Development will be considered a "work for hire" as that term is defined under copyright law and will be the exclusive property of the Company.

(b) ***Executive Duties***. During and after Executive's employment with the Company or any of its Subsidiaries, Executive shall, without additional compensation: (i) promptly disclose to the Company any Employee Development, specifically identifying any inventions, improvements or other portions of the Employee Development that are potential patentable or susceptible to protection as a trade secret; (ii) execute and deliver any and all applications, assignments, documents, and other instruments that the Company shall deem necessary to protect the right, title and interest of the Company or its designee in or to any Employee Development; (iii) reasonably cooperate and assist in providing information for making and completing regulatory and other filings in connection with any Employee Development; (iv) reasonably

cooperate and assist in providing information for or participating in any action, threatened action, or considered action relating to any Employee Development; and (v) take any and all other actions as the Company may otherwise require with respect to any Employee Development.

(c) ***Third Party Obligations***. Executive acknowledges that the Company from time to time may have agreements with other persons or entities which impose obligations or restrictions on the Company regarding development-related work made during the course of work thereunder or regarding the confidential nature of such work. Executive agrees to be bound by all such obligations and restrictions and to take all action necessary to discharge the obligations of the Company.

(d) Executive recognizes that all ideas, inventions, and discoveries of the type described in thisSection 12, conceived or made by Executive alone or with others within one year after termination of employment with the Company or any of its Subsidiaries (voluntary or otherwise), are likely to have been conceived in significant part either while employed by the Company or as a direct result of knowledge Executive had of proprietary information or Confidential Information. Accordingly, Executive agrees that such ideas, inventions or discoveries shall be presumed to have been conceived during Executive's employment with the Company, unless and until the contrary is clearly established by Executive, and shall be treated as Employee Developments hereunder.

13. **Non-Solicitation Restriction**. To protect the Confidential Information, and in the event of Executive's termination of employment for any reason whatsoever, whether by Executive or the Company, it is necessary to enter into the following restrictive covenants, which are ancillary to the enforceable promises between the Company and Executive in Sections 10 through 12 of the Agreement. Executive hereby covenants and agrees that during the Employment Period and for one year following the Termination Date, Executive will not, directly or indirectly, either individually or as a principal, partner, agent, consultant, contractor, employee, or as a director or officer of any corporation or association, or in any other manner or capacity whatsoever, except on behalf of the Company or an Affiliate, solicit business, or attempt to solicit business, in products or services competitive with any products or services sold (or offered for sale) by the Company or any Affiliate, from the Company's or its Affiliate's customers or prospective customers, or those individuals or entities with whom the Company or its Affiliate did business during the Employment Period, including, without limitation, the Company's or its Affiliate's prospective or potential customers, nor shall Executive detrimentally interfere with any such of the Company's or its Affiliate's contractors or consultants.

14. **Non-Competition Restriction**. Executive hereby covenants and agrees that during Executive's employment with the Company or any of its Affiliates, and for a period of one year following the Termination Date, Executive will not, without the prior written consent of the Board, participate in any capacity, directly or indirectly (whether as proprietor, stockholder, director, partner, employee, agent, independent contractor, consultant, trustee, beneficiary, or in any other capacity), with any Competitor; *provided*, *however*, Executive shall not be deemed to be participating with a Competitor solely by virtue of Executive's ownership of not more than one percent (1%) of any class of stock or other securities which are publicly traded on a national securities exchange or in a recognized over-the-counter market.

15. **Non-Recruitment Restriction**. Executive hereby covenants and agrees that during Executive's employment with the Company or any of its Affiliates, and for a period of two years following the Termination Date, Executive will not, either directly or indirectly, or by acting in concert with others, recruit, solicit, or influence any employee, consultant, officer, or director of the Company or any Affiliate, nor any person who is or was engaged in such a position at any time within the preceding six-month period, to terminate or reduce his or her employment or service with the Company or any Affiliate.

16. **Tolling**. If Executive violates any of the restrictions contained in Sections 10 through 15, the restrictive period will be suspended and will not run in favor of Executive from the time of the commencement of any violation until the time when Executive cures the violation to the Company's reasonable satisfaction.

17. **Reformation**. If an arbitrator or reviewing court concludes that any aspect of the restrictive covenants in Sections 10 through 15 is unenforceable, then the arbitrator or reviewing court shall have the authority to "blue pencil" or otherwise modify such provision so that the restrictions shall be enforced to the full extent permitted by law, and while maintaining the parties' original intent to the maximum extent possible.

18. **Remedies**. Executive acknowledges that the restrictions contained in Sections 10 through 15, in view of the nature of the Company's business, are reasonable and necessary to protect the Company's legitimate business interests, and that any violation of the Agreement would result in irreparable and continuing injury to the Company for which there is no adequate remedy at law. Thus, in addition to the Company's right to arbitrate disputes hereunder, in the event of a breach or a threatened breach by Executive of any provision of Sections 10 through 15, the Company shall be entitled to obtain emergency equitable relief, including a temporary restraining order and/or preliminary injunction in aide of arbitration, from any state or federal court of competent jurisdiction, without first posting a bond, to restrain Executive from the commission of any breach. Upon the issuance (or denial) of an injunction, the underlying merits of any dispute will be resolved in accordance with the arbitration provisions of Section 26 of this Agreement. Nothing contained in the Agreement shall be construed as prohibiting the Company from pursuing any other remedies available to it for any such breach or threatened breach, including, without limitation, the recovery of money damages. These covenants and disclosures shall each be construed as independent of any other provisions in the Agreement, and the existence of any claim or cause of action by Executive against the Company, whether predicated on the Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of such covenants and agreements.

19. **Withholdings**. The Company may withhold and deduct from any benefits and payments made or to be made pursuant to the Agreement (a) all federal, state, local and other taxes as may be required pursuant to any law or governmental regulation or ruling and (b) all other normal employee deductions made with respect to the Company's employees generally.

20. **Nonalienation**. The right to receive payments under the Agreement shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge or encumbrance by Executive, Executive's dependents or beneficiaries, or to any other person who is or may become entitled to receive such payments hereunder. The right to receive payments

hereunder shall not be subject to or liable for the debts, contracts, liabilities, engagements or torts of any person who is or may become entitled to receive such payments, nor may the same be subject to attachment or seizure by any creditor of such person under any circumstances, and any such attempted attachment or seizure shall be void and of no force and effect.

21. **Incompetent or Minor Payees**. Should the Reporting Authority determine, in its discretion, that any person to whom any payment is payable under the Agreement has been determined to be legally incompetent or is a minor, any payment due hereunder, notwithstanding any other provision of the Agreement to the contrary, may be made in any one or more of the following ways: (a) directly to such minor or person; (b) to the legal guardian or other duly appointed personal representative of the person or estate of such minor or person; or (c) to such adult or adults as have, in the good faith knowledge of the Reporting Authority, assumed custody and support of such minor or person; and any payment so made shall constitute full and complete discharge of any liability under the Agreement in respect to the amount paid.

22. **Indemnification**. THE COMPANY SHALL, TO THE FULL EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS EXECUTIVE FROM AND AGAINST ANY AND ALL LIABILITY, COSTS AND DAMAGES ARISING FROM EXECUTIVE'S SERVICE AS AN EMPLOYEE, OFFICER OR DIRECTOR OF THE COMPANY OR ITS AFFILIATES, SPECIFICALLY INCLUDING LIABILITY, COSTS AND DAMAGES THAT ARISE IN WHOLE OR IN PART FROM ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF EXECUTIVE, EXCEPT, HOWEVER, TO THE EXTENT THAT ANY SUCH LIABILITY, COST OR DAMAGE RESULTED FROM AN ACT OR OMISSION BY EXECUTIVE THAT CONSTITUTES GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON EXECUTIVE'S PART. Executive shall also be provided directors' and officers' liability insurance and any contractual indemnification provided to Senior Officers at any given time. To the full extent permitted by Texas law, the Company shall retain counsel to defend Executive, or shall advance legal fees and expenses to Executive for counsel selected by Executive, in connection with any litigation or proceeding related to Executive's service as an employee, officer and director of the Company or any Affiliate within 20 days after receipt by the Company of a written request for such advance. Such request shall include an itemized list of the costs and expenses and an undertaking by Executive to repay the amount of such advance if it shall ultimately be determined that Executive is not entitled to be indemnified against such costs and expenses. This Section 22 shall be in addition to, and shall not limit in any way, the rights of Executive to any other indemnification from the Company, as a matter of law, contract or otherwise. Notwithstanding the foregoing, the provisions in this Section 22 may be superseded and replaced by a separate indemnification agreement entered into between the Company and Executive.

23. **Severability**. It is the desire of the parties hereto that the Agreement be enforced to the maximum extent permitted by law, and should any provision contained herein be held unenforceable by a court of competent jurisdiction or arbitrator (pursuant to Section 26), the parties hereby agree and consent that such provision shall be reformed to create a valid and enforceable provision to the maximum extent permitted by law; provided, however, if such provision cannot be reformed, it shall be deemed ineffective and deleted here from without affecting any other provision of the Agreement. The Agreement should be construed by limiting and reducing it only to the minimum extent necessary to be enforceable under then applicable law.

24. **Title and Headings; Construction**. Titles and headings to Sections hereof are for reference only and shall in no way limit, define or otherwise affect the provisions hereof. The words "herein", "hereof", "hereunder" and other compounds of the word "here" shall refer to the entire Agreement and not to any particular provision hereof. The masculine gender is intended to include the feminine gender.

25. **Choice of Law**. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, THE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW.

26. **Arbitration**. Subject to Section 18, any past, present, or future dispute or other controversy (hereafter a "**Dispute**") arising under or in connection with Executive's employment with the Company or any Affiliate, or the termination thereof, and/or the Agreement, whether in contract, in tort, statutory or otherwise, and including both claims brought by Executive and claims brought against Executive, shall be finally and solely resolved by binding arbitration in Harris County, Texas, administered by the American Arbitration Association (the "**AAA**") in accordance with the Employment Arbitration Rules and Mediation Procedures of the AAA, this Section 26 and, to the maximum extent applicable, the Federal Arbitration Act (provided that nothing herein shall require arbitration of a Dispute which, by law, cannot be the subject of a compulsory arbitration agreement). Such arbitration shall be conducted by a single arbitrator (the "**Arbitrator**"). If the parties cannot agree on the choice of an Arbitrator within 30 days after the Dispute has been filed with the AAA, then the Arbitrator shall be selected pursuant to the Employment Arbitration Rules and Mediation Procedures of the AAA. The Arbitrator may proceed to an award notwithstanding the failure of any party to participate in such proceedings. Except as set forth in Section 18, above, the arbitrator, and not any federal or state court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, and/or formation of this Agreement, including any dispute as to whether (i) a particular claim is subject to arbitration hereunder, and/or (ii) any part of this Section 26 is void or voidable. The costs of the arbitration and arbitrator fees shall be borne equally by the parties, and each party shall bear its own legal costs and related expenses in connection with any arbitration. However, if Executive is the prevailing party in any final and binding arbitral award on a material issue in the arbitration proceeding, the Company shall reimburse Executive for Executive's reasonable attorney's fees incurred in connection with the arbitration.

To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within 180 days of the filing of the Dispute with the AAA. The Arbitrator may allow discovery in its discretion but shall be mindful of the Parties' goal of settling disputes in the most efficient manner possible. The Arbitrator shall be empowered to impose sanctions and to take such other actions as the Arbitrator deems necessary to the same extent a judge could impose sanctions or take such other actions pursuant to the Federal Rules of Civil Procedure and applicable law. Each party agrees to keep all Disputes and arbitration proceedings strictly confidential except for disclosure of information required by applicable law which cannot be waived.

The award of the Arbitrator shall be (a) the sole and exclusive remedy of the parties, (b) final and binding on the parties hereto except for any appeals provided by the Federal Arbitration Act, and (c) in writing and shall state the reasons for the award. Only the state and federal courts sitting in Houston, Texas shall have jurisdiction to enter a judgment upon any award rendered by the Arbitrator, and the parties hereby consent to the personal jurisdiction of such courts and waive any objection that such forum is inconvenient. Unless prohibited by law, the parties agree to take all steps necessary to protect the confidentiality of the Dispute and all materials from the arbitration in connection with any court proceeding, agree to use their reasonable best efforts to file all Confidential Information (and all documents containing Confidential Information) under seal in any court proceeding permitted herein, and agree to the entry of an appropriate protective order encompassing the confidentiality terms of this Agreement. This Section 26 shall not preclude (i) the parties at any time from agreeing to pursue non-binding mediation of the Dispute prior to arbitration hereunder (provided that neither party shall be obligated to participate in non-binding mediation against its will) or (ii) the Company from pursuing the remedies available under Section 18 in any court of competent jurisdiction.

27. **Binding Effect: Third Party Beneficiaries**. The Agreement shall be binding upon and inure to the benefit of the parties hereto, and to their respective heirs, executors, beneficiaries, personal representatives, successors and permitted assigns hereunder, but otherwise the Agreement shall not be for the benefit of any third parties.

28. **Entire Agreement; Amendment and Termination**. The Agreement contains the entire agreement of the parties with respect to Executive's employment and the other matters covered herein; moreover, the Agreement supersedes all prior and contemporaneous agreements and understandings, oral or written, between the Parties hereto concerning the subject matter hereof. Notwithstanding the foregoing, any indemnity agreement between the Company and Executive as of the Effective Date shall continue in effect until otherwise amended or superseded. The Agreement may be amended, waived or terminated only by a written instrument that is identified as an amendment or termination hereto and that is executed on behalf of both Parties.

29. **Survival of Certain Provisions**. Wherever appropriate to the intention of the Parties, the respective rights and obligations of the Parties hereunder, including but not limited to the rights and obligations set out in Sections 2, 5 through 7, 10 through 18, 22, 25, 26 and 32 shall survive any termination or expiration of the Agreement.

30. **Waiver of Breach**. No waiver by either Party hereto of a breach of any provision of the Agreement by any other Party, or of compliance with any condition or provision of the Agreement to be performed by such other Party, will operate or be construed as a waiver of any subsequent breach by such other Party or any similar or dissimilar provision or condition at the same or any subsequent time. The failure of either Party hereto to take any action by reason of any breach will not deprive such Party of the right to take action at any time while such breach continues.

31. **Successors and Assigns**. The Agreement shall be binding upon and inure to the benefit of the Company and its Affiliates, and its and their successors, and upon any person or entity acquiring, whether by merger, consolidation, purchase of assets or otherwise, all or

substantially all of the business and/or assets of the Company or its successor. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company to expressly assume and agree to perform the Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place; provided, however, no such assumption shall relieve the Company of its obligations hereunder.

The Agreement shall inure to the benefit of and be enforceable by Executive's personal or legal representative, executors, administrators, successors, and heirs. In the event of the death of Executive while any amount is payable hereunder including, without limitation, pursuant to Sections 2, 5, 6, and 7, all such amounts, unless otherwise specifically provided herein, shall be paid in accordance with the terms of the Agreement to the beneficiary designated by Executive in a writing delivered to the Company, or if none, to Executive's surviving spouse if any, or if not, then to the personal representative of Executive's estate.

32. **Notices**. Each notice or other communication required or permitted under the Agreement shall be in writing and transmitted, delivered, or sent by personal delivery, prepaid courier or messenger service (whether overnight or same-day), or prepaid certified United States mail (with return receipt requested), addressed (in any case) to the other Party at the address for that Party set forth below that Party's signature on the Agreement, or at such other address as the recipient has designated by notice to the other Party. Either party may change the address for notice by notifying the other party of such change in accordance with this Section 32.

Each notice or communication so transmitted, delivered, or sent (a) in person, by courier or messenger service, or by certified United States mail shall be deemed given, received, and effective on the date delivered to or refused by the intended recipient (with the return receipt, or the equivalent record of the courier or messenger, being deemed conclusive evidence of delivery or refusal), or (b) by telecopy or facsimile shall be deemed given, received, and effective on the date of actual receipt (with the confirmation of transmission being deemed conclusive evidence of receipt, except where the intended recipient has promptly notified the other Party that the transmission is illegible). Nevertheless, if the date of delivery or transmission is not a business day, or if the delivery or transmission is after 5:00 p.m. on a business day, the notice or other communication shall be deemed given, received, and effective on the next business day.

33. **Executive Acknowledgment**. Executive acknowledges that (a) Executive is knowledgeable and sophisticated as to business matters, including the subject matter of the Agreement, (b) Executive has read the Agreement and understands its terms and conditions, (c) Executive has had ample opportunity to discuss the Agreement with Executive's legal counsel prior to execution, and (d) no strict rules of construction shall apply for or against the drafter or any other Party. Executive represents that Executive is free to enter into the Agreement including, without limitation, that Executive is not subject to any covenant not to compete that would conflict with Executive's duties under the Agreement.

34. **Code Section 409A**. The Agreement is intended to comply with, or be exempt from, Code Section 409A. Executive acknowledges that if any provision of the Agreement (or of any award of compensation or benefits) would cause Executive to incur any additional tax, interest or penalties under Code Section 409A, such additional tax, interest or penalties shall solely be Executive's responsibility.

Pursuant to Code Section 409A, any reimbursement of expenses made under the Agreement (including payments related to health and dental expenses under Sections 5 through 7), shall only be made for eligible expenses incurred during the Term of Employment, and no reimbursement of any expense shall be made by the Company after December 31st of the year following the calendar year in which the expense was incurred. The amount eligible for reimbursement under the Agreement during a taxable year may not affect expenses eligible for reimbursement in any other taxable year, and the right to reimbursement under the Agreement is not subject to liquidation or exchange for another benefit.

For purposes of Code Section 409A, each payment under this Agreement shall be deemed to be a separate payment. Except as permitted under Code Section 409A, any deferred compensation (within the meaning of Code Section 409A) payable to Executive under the Agreement may not be reduced by, or offset against, any amount owing by Executive to the Company or any of its Affiliates.

Notwithstanding anything in this Agreement or elsewhere to the contrary, payments and benefits provided upon the termination of Executive's employment with the Company or any of its Affiliates may only be made upon a "separation from service" as determined under Code Section 409A.

Notwithstanding any provision in the Agreement to the contrary, if the payment or provision of any payment or benefit herein would be subject to additional taxes, penalties and interest under Code Section 409A because the timing of such payment or benefit is not delayed as provided in Code Section 409A for a "specified employee" (within the meaning of Code Section 409A), then if Executive is a "specified employee," any such payment or benefit that Executive would otherwise be entitled to receive during the first six months following the Termination Date shall be accumulated and paid or provided, as applicable, within ten days after the date that is six months following the Termination Date, or such earlier date upon which such amount can be paid or provided under Code Section 409A without being subject to such additional taxes, penalties and interest such as upon the death of Executive.

35. **Counterparts**. The Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by one party hereto, but together signed by both parties.

IN WITNESS WHEREOF, Executive has executed and Company has caused the Agreement to be executed in its name and on its behalf by its duly authorized officer, to be effective as of the Effective Date.

EXECUTIVE:

Signature: /s/ Jon-Al Duplantier
Jon-Al Duplantier

Date: March 26, 2019

Address for Notices:

The address the Company most recently has on file

PARKER DRILLING COMPANY:

By: /s/ Jennifer F. Simons

Date: March 26, 2019

Address for Notices:

Parker Drilling Company
Attn: Chairman, Compensation Committee of the Board of Directors
5 Greenway Plaza
Suite 100
Houston, TX 77046

APPENDIX A

DEFINITIONS

For purposes of the Agreement:

(1) "**Affiliate**" means any entity which owns or controls, is owned or controlled by, or is under common control with, the Company.

(2) "**Board**" means the Board of Directors of the Company.

(3) "**Cause**" means any of the following:

(A) the refusal to perform Executive's material job duties that continues after written notice from the Company;

(B) Executive's material violation of a material policy of the Company that causes, or is reasonably likely to cause, material harm to the business or reputation of the Company that is not cured within 15 days of written notice from the Company;

(C) Executive's willful misconduct in the course of Executive's duties that causes, or is reasonably likely to cause, material harm to the business or reputation of the Company;

(D) Executive's conviction of a felony; or

(E) Executive's material breach of any of any restrictive covenants (including Sections 10 through 15), but Cause shall not exist under this clause (E) until after written notice from the Reporting Authority has been given to Executive of such material breach or nonperformance (which notice specifically identifies the manner and sets forth specific facts, circumstances and examples in which the Reporting Authority reasonably believes that Executive has breached the Agreement or not substantially performed Executive's duties) and Executive has failed to cure such alleged breach or nonperformance within 15 business days after Executive's receipt of such notice; and, for purposes of this clause (E), no act or failure to act on Executive's part shall be deemed "willful" unless it is done or omitted by Executive not in good faith and without Executive's reasonable belief that such action or omission was in the best interest of the Company (assuming disclosure of the pertinent facts, any action or omission by Executive after consultation with, and in accordance with the advice of, legal counsel reasonably acceptable to the Company shall be deemed to have been taken in good faith and to not be willful under the Agreement).

Executive shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to Executive a letter from the Reporting Authority stating that, in the good faith opinion of the Reporting Authority, Executive was guilty of actions or omissions constituting Cause and specifying the particulars thereof in detail.

(4) "**Change in Control**" shall have the meaning set forth in the Parker Drilling Company 2019 Long-Term Incentive Plan as in effect on the date hereof (the "LTIP").

(5) "**Code**" means the Internal Revenue Code of 1986, as amended, or its successor. References herein to any Code Section shall include any successor provisions of the Code.

(6) "**Competitor**" means an individual, partnership, firm, corporation or other business organization or entity that materially competes with the Company or any of its Subsidiaries, or conducts a similar business function to the Company, its Affiliates, or any of its Subsidiaries, within any geographic area where the Company operates, or operated during Executive's employment with the Company or any Affiliate.

(7) "**Confidential Information**" means any nonpublic, proprietary information or material, including any information or material known to or used by or for the Company or an Affiliate (whether or not owned or developed by the Company or an Affiliate and whether or not developed by Executive) that is not generally known to any person not employed by or acting as a director or consultant to the Company or its Affiliates. Confidential Information includes, but is not limited to, the following: all trade secrets of the Company or an Affiliate; all non-public information that the Company or an Affiliate has marked as confidential or has otherwise described to Executive (either in writing or orally) as confidential or that is required to be maintained as confidential under governing law or regulation or under an agreement with any third parties; all non-public information concerning the Company's or Affiliate's products, services, prospective products or services, research, product designs, prices, discounts, costs, marketing plans, marketing techniques, market studies, test data, customers, customer lists and records, suppliers and contracts; all business records and plans; all personnel files; all financial information of or concerning the Company or an Affiliate; all information relating to the Company's operating system software, application software, software and system methodology, hardware platforms, technical information, inventions, computer programs and listings, source codes, object codes, copyrights and other intellectual property; all technical specifications; any proprietary information belonging to the Company or an Affiliate; all computer hardware or software manuals of the Company or an Affiliate; all Company or Affiliate training or instruction manuals; and all Company or Affiliate data and all computer system passwords and user codes.

(8) "**Designated Beneficiary**" means such beneficiary as designated in writing by Executive and delivered to the Company; or if none, Executive's surviving spouse, if any. If there is no written beneficiary designation or surviving spouse at the time of Executive's death, then the Designated Beneficiary hereunder shall be the legal representative of Executive's estate for the benefit of such estate.

(9) "**Disability**" means, upon expiration of any applicable waiting/elimination period, a disability of Executive that qualifies Executive for long-term disability benefits.

(10) "**Dispute**" means any dispute or controversy arising under or in connection with the Agreement, whether in contract, in tort, statutory or otherwise.

(11) "**Excise Tax**" means the excise imposed by Section 4999 of the Code or any similar or successor provision thereto.

(12) "**Employee Developments**" means all inventions, ideas, and discoveries (whether patentable or not), designs, products, processes, procedures, methods, developments, formulae, techniques, analyses, drawings, notes, documents, information, materials, and improvements, including, but not limited to, computer programs and related documentation, and all intellectual property rights therein, made, conceived, developed, or prepared, in whole or in part, by Executive during the course of employment with the Company, alone or with others, whether or not during work hours or on Company premises, which are (a) within the scope of business operations of the Company, or a reasonable or contemplated expansion thereof, (b) related to any Company or Affiliate work or project, present, past or contemplated, (c) created with the aid of Company materials, equipment, facilities or personnel, or (d) based upon information to which Executive has access as a result of or in connection with Executive's employment with the Company.

(13) "**Good Reason**" means the occurrence of any of the following events or conditions without Executive's express written consent:

(A) a material diminution in Executive's titles, duties or authorities;

(B) a material diminution in Executive's Base Salary or annual incentive cash compensation target amount;

(C) the Company's material violation of the Agreement; or

(D) a relocation of Executive's primary office location by more than 50 miles if such relocation materially increases Executive's commute.

Notwithstanding the definition of "Good Reason" for purposes of the Agreement, Executive may not terminate Executive's employment hereunder for Good Reason unless Executive (i) first notifies the Board in writing of the event or condition (or events or conditions) which Executive believes constitutes a Good Reason event or condition and the specific paragraph of the Agreement under which such event or condition has occurred, within 45 days from the date of such event or condition arising, (ii) provides the Company with at least 15 days to cure the Good Reason event or condition so that it either (1) does not constitute a Good Reason event or condition hereunder or (2) Executive reasonably agrees, in writing, that after any such modification or accommodation made by the Company that such event shall not constitute a Good Reason event or condition hereunder, and (iii) in the event the Company fails to so cure the Good Reason event or condition, Executive actually terminates employment with the Company within 15 days following the expiration of such cure period.

(14) "**Net After-Tax Receipt**" means the present value (as determined in accordance with Section 280G of the Code) of the Payments net of all applicable federal, state and local income, employment, and other applicable taxes and the Excise Tax.

(15) "**Outstanding Company Common Stock**" means the then outstanding shares of common stock of the Company.

(16) **"Outstanding Company Voting Securities**" means the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors.

(17) "**Reporting Authority**" means the Chief Executive Officer of the Company or with respect to the Chief Executive Officer, the Board.

(18) "**Subsidiary**" means any corporation, partnership, trust or other entity controlled by the Company.

(19) "**Termination Date**" means the date on which Executive's employment with the Company terminates, whether during the Term of Employment or at any time thereafter, for whatever reason, and such termination constitutes a "separation from service" within the meaning of Code Section 409A.

APPENDIX B

FORM WAIVER AND RELEASE

Pursuant to the terms of the Employment Agreement made as of , , between Parking Drilling Company (the "Company") and me (the "Employment Agreement"), and in consideration of the payments made to me and other benefits to be received by me pursuant thereto, I, Jon-Al Duplantier, do freely and voluntarily enter into this WAIVER AND RELEASE (the "Release"), which shall become effective and binding on the eighth day following my signing the Release as provided herein (the "Effective Date"). It is my intent to be legally bound, according to the terms set forth below.

In exchange for the payments and other benefits to be provided to me by the Company pursuant to Section of the Employment Agreement (the "Separation Payment" and "Separation Benefits"), I hereby agree and state as follows:

1. I, individually and on behalf of my heirs, personal representatives, successors, and assigns, release, waive, and discharge Company, its predecessors, successors, parents, subsidiaries, merged entities, operating units, affiliates, divisions, insurers, administrators, trustees, and the agents, representatives, officers, directors, shareholders, employees and attorneys of each of the foregoing (hereinafter the "Released Parties"), from all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs, expenses, damages, actions, and causes of action, whether in law or in equity, whether known or unknown, suspected or unsuspected, arising from my employment and termination from employment with Company, including but not limited to any and all claims pursuant to Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991 (42 U.S.C. § 2000e, *et seq.*), which prohibits discrimination in employment based on race, color, national origin, religion or sex; the Civil Rights Act of 1866 (42 U.S.C. §§1981, 1983 and 1985), which prohibits violations of civil rights; the Age Discrimination in Employment Act of 1967, as amended, and as further amended by the Older Workers Benefit Protection Act (29 U.S.C. §621, *et seq.*), which prohibits age discrimination in employment; the Employee Retirement Income Security Act of 1974, as amended (29 U.S.C. § 1001, *et seq.*), which protects certain employee benefits; the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination against the disabled; the Family and Medical Leave Act of 1993 (29 U.S.C. § 2601,*et seq.*), which provides medical and family leave; the Fair Labor Standards Act (29 U.S.C. § 201, *et seq*.), including the wage and hour laws relating to payment of wages; and all other federal, state and local laws and regulations prohibiting employment discrimination. This Release also includes, but is not limited to, a release of any claims for breach of contract, mental pain, suffering and anguish, emotional upset, impairment of economic opportunities, unlawful interference with employment rights, defamation, intentional or negligent infliction of emotional distress, fraud, wrongful termination, wrongful discharge in violation of public policy, breach of any express or implied covenant of good faith and fair dealing, that Company has dealt with me unfairly or in bad faith, and all other common law contract and tort claims.

Notwithstanding the foregoing, I am not waiving any rights or claims that may arise after this Release is signed by me. Moreover, this Release does not apply to any claims or rights which, by operation of law, cannot be waived, including the right to file an administrative charge or participate in an administrative investigation or proceeding. I agree that I will not, without the Company's express prior approval or unless required by law, furnish information to or cooperate with any non-governmental entity or person in connection with any proceeding or legal action involving the Company. However, nothing in this Release prohibits me from filing a charge with, or reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the U.S. Equal Opportunity Commission, the Department of Justice, the Securities and Exchange Commission, Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. This Release does not limit my ability to communicate with any government agencies or participate in any investigation or proceeding that may be conducted by any government agency, including providing documents or other information, without notice to the Company. In addition, this Release does not limit my right to receive an award for information provided to any government agencies. Further, I acknowledge that I have been advised that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (I) files any document containing the trade secret under seal; and (II) does not disclose the trade secret, except pursuant to court order.

2. Nothing in this Release shall affect in any way (a) any right to indemnification (or advancement of legal fees) and directors and officers liability insurance coverage provided to me pursuant to the Company's bylaws, my Employment Agreement, and/or pursuant to any other agreements or policies in effect prior to the effective date of my termination, which shall continue in full force and effect, in accordance with their terms, following the Effective Date; (b) any right that cannot be waived by private agreement under law; (c) any right to any earned and accrued base salary, vacation or benefits that are earned, but not yet paid or incurred, unreimbursed business expense reimbursements or any severance or other benefits under the Employment Agreement; or (d) my rights as an equity or security holder in the Company or its affiliates, including, without limitation, any applicable sale, merger or transaction agreement with respect thereto.

3. I forever waive and relinquish any right or claim to reinstatement to active employment with Company, its affiliates, subsidiaries, divisions, parent, and successors. I further acknowledge that Company has no obligation to rehire or return me to active duty at any time in the future.

4. I acknowledge that all agreements applicable to my employment respecting noncompetition, nonsolicitation, nonrecruitment, derogatory statements, and the confidential or proprietary information of the Company shall continue in full force and effect as described in the Employment Agreement.

5. I hereby acknowledge and affirm as follows:

   a. I have been advised to consult with an attorney prior to signing this Release.

   b. I have been extended a period of 45 days in which to consider this Release.

   c. I understand that for a period of seven days following my execution of this Release, I may revoke the Release by notifying the Company, in writing, of my desire to do so.

   d. I understand that after the seven-day period has elapsed and I have not revoked the Release, it shall then become effective and enforceable.

   e. I understand that the Separation Payment will not be made and I will not be entitled to the Severance Benefits made under the Employment Agreement until after the seven-day period has elapsed and I have not revoked the Release.

   f. I acknowledge that I have received payment for all wages due at the time of my employment termination, including any reimbursement for any and all business related expenses.

   g. I further acknowledge that the Separation Payment and the Separation Benefits include consideration to which I am not otherwise entitled under any Company plan, program, or prior agreement.

   h. I certify that I have returned all property of the Company, including but not limited to, keys, credit and fuel cards, files, lists, and documents of all kinds regardless of the medium in which they are maintained.

   i. I have carefully read the contents of this Release and I understand its contents. I am executing this Release voluntarily, knowingly, and without any duress or coercion.

6. Other than certain matters for which I was responsible and that were properly resolved in the course of my employment with the Company, I have reported all matters, to the best of my knowledge and as part of my Separation Payment, that may potentially violate the law, the Company's Code of Conduct or its policies to the Company's Chief Compliance Officer, to its internal legal counsel or through its ethics helpline. To the best of my knowledge, all matters that I have reported have been, or are in the process of being, properly examined and addressed by the Company, or, to the extent I believe they have not been, I have identified those matters that I do not believe to have been properly examined and addressed by the Company to its Chief Compliance Officer or to its internal legal counsel.

7. I acknowledge that this Release shall not be construed as an admission by any of the Released Parties of any liability whatsoever, or as an admission by any of the Released Parties of any violation of my rights or of any other person, or any violation of any order, law, statute, duty or contract.

8. I agree that the terms and conditions of this Release are confidential and that I will not, directly or indirectly, disclose the existence of or terms of this Release to anyone other than my attorney or tax advisor, except to the extent such disclosure may be required for accounting or tax reporting purposes or otherwise be required by law or direction of a court. Nothing in this provision shall be construed to prohibit me from disclosing this Release to the Equal Employment Opportunity Commission in connection with any complaint or charge submitted to that agency.

9. In the event that any provision of this Release should be held void, voidable, or unenforceable, the remaining portions shall remain in full force and effect.

10. I hereby declare that this Release constitutes the entire and final settlement between me and the Company, superseding any and all prior agreements, and that the Company has not made any promise or offered any other agreement, except those expressed in this Release, to induce or persuade me to enter into this Release.

IN WITNESS WHEREOF, I have signed this Release on the day of , 20 .

Jon-Al Duplantier

Exhibit A

INCENTIVE AGREEMENT FOR EMERGENCE AWARD - RESTRICTED STOCK UNIT

Exhibit B

INCENTIVE AGREEMENT FOR EMERGENCE AWARD - STOCK OPTION

Exhibit 10.11

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "**Agreement**") is made and entered into as of March 26, 2019 (the "**Effective Date**"), by and between PARKER DRILLING COMPANY, a Delaware corporation and PARKER DRILLING MANAGEMENT SERVICES LTD., a Nevada corporation, and Bryan R. Collins ("**Executive**"). For the purposes of this Agreement, Parker Drilling Company and Parker Drilling Management Services Ltd., together with any Successor Entity, shall be collectively referred to as the "**Company**". The Company and Executive may sometimes hereafter be referred to singularly as a "**Party**" or collectively as the "**Parties**." Defined terms shall have the meanings ascribed to them in Appendix A of the Agreement.

W I T N E S S E T H:

WHEREAS, the Company desires to continue to employ Executive subject to the terms and conditions hereafter set forth; and

WHEREAS, Executive is willing to enter into the Agreement upon the terms and conditions set forth;

NOW, THEREFORE, in consideration of Executive's continued employment with the Company, and the mutual promises and agreements contained herein, the Parties hereto agree as follows:

1. **Employment**. During the Employment Period, the Company shall employ Executive, and Executive shall serve as President, Drilling Operations of the Company. Executive's principal place of employment shall be at the corporate offices of the Company in Houston, Texas. Executive understands and agrees that Executive may be required to travel from time to time for purposes of the Company's business.

2. **Compensation**. Compensation shall be paid or provided to Executive during the Employment Period as follows:

(a) ***Base Salary***. The Company shall pay to Executive a base salary of $335,000 per year, payable in accordance with the Company's normal payroll schedule and procedures for its executives. Executive's Base Salary shall be subject to at least annual review and may be increased (but not decreased during the Employment Period without Executive's express written consent). Nothing contained herein shall preclude the payment of any other compensation to Executive at any time.

(b) ***Annual Incentive Cash Compensation***. The Executive shall be eligible to participate in an annual incentive cash compensation plan. The annual incentive cash compensation target shall be not less than 75% of Executive's Base Salary and shall be subject to review and may be increased (but not decreased during the Employment Period without Executive's express written consent (such amount, the "**Target Bonus**")). For years commencing after 2019, the annual incentive cash compensation will be paid based on meeting reasonably potentially attainable performance goals established by the Compensation Committee of the Board in good faith after consultation with the Company's Chief Executive Officer no later than 60 days after the commencement of (a) the applicable fiscal year or (b) the applicable target period. The annual incentive cash compensation, if any, will be paid in cash form in accordance with the terms of the applicable annual incentive cash compensation plan as in effect from time to time, and in no event later than 90 days following close of the target period.

(c) ***Long-Term Incentives***. Executive shall be eligible to receive grants of long-term incentives, all as commensurate with Executive's position, and to the extent permitted by and in accordance with the terms of the Company's long-term incentive plan or plans as in effect from time to time.

(1) Initial Equity Grant. Effective as of the Effective Date, Executive shall receive an initial award (the "**Initial RSU Award**") pursuant to the terms and conditions of the RESTRICTED STOCK UNIT INCENTIVE AGREEMENT between Company and Executive dated on the Effective Date, a form of which is attached hereto as Exhibit A.

(2) Initial Options Grant. Effective as of the Effective Date, Executive shall receive an initial award (the "**Initial Option Award**") pursuant to the terms and conditions of the STOCK OPTION INCENTIVE AGREEMENT between Company and Executive dated on the Effective Date, a form of which is attached hereto as Exhibit B.

3. **Duties and Responsibilities of Executive**. Executive shall have responsibilities, duties and authorities customarily associated with Executive's position in companies that are of similar size and nature to the Company. During the Employment Period, Executive shall devote substantially all of Executive's full business time and attention to the Company's business. This Section 3 shall not be construed as preventing Executive from (a) serving on advisory committees or boards with the written permission of the Reporting Authority, such permission not to be unreasonably withheld or delayed; (b) engaging in reasonable volunteer services for charitable, educational or civic organizations; or (c) managing Executive's personal investments in a form or manner that will not require Executive's services in the operation of the entities in which such investments are made.

4. **Term of Employment**. Executive's initial term of employment with the Company under the Agreement shall be for the period from the Effective Date through the one-year anniversary of the Effective Date (the "**Initial Term of Employment**"). Thereafter, the Initial Term of Employment shall be automatically extended repetitively for one-year period(s) unless written notice is given by either the Company or Executive to the other Party at least 60 days prior to the end of the Initial Term of Employment, or any one-year extension thereof, as applicable, that the term of employment will not be renewed (such notice, a "**Notice of Non-Renewal**"). The Initial Term of Employment and any extension of the Initial Term of Employment hereunder shall each and collectively be referred to herein as a "**Term of Employment**." The Term of Employment shall also be extended upon a Change in Control as provided in Section 7. The Term of Employment shall automatically end in the event of the death or Disability of Executive. The Company and Executive shall each have the right to give Notice of Termination (pursuant to Section 8) at will, with or without cause, at any time, subject however to the terms and conditions of the Agreement regarding the rights and duties of the Parties upon termination of employment. The period from the Effective Date through the earlier of the date of Executive's termination of employment for whatever reason or the end of the Term of Employment shall be referred to herein as the "**Employment Period**."

5. **Benefits**. Subject to the terms and conditions of the Agreement, Executive shall be entitled to the following:

(a) ***Ongoing Benefits***. During the Employment Period, Executive shall be entitled to the following:

(1) ***Reimbursement of Expenses***. The Company shall pay or reimburse Executive for all reasonable travel, entertainment and other expenses paid or incurred by Executive in the performance of Executive's duties hereunder. The Company shall also provide Executive with suitable office space, including staff support, as reasonably determined by the Company.

(2) ***Other Employee Benefits***. Executive shall be eligible to participate in any pension, retirement, 401(k), and profit-sharing,non-qualified deferred compensation and other group retirement plans or programs of the Company, to the same extent as available to Senior Officers under the terms of such plans or programs. Executive shall also be entitled to participate in any medical, dental, life, accident, disability and other group insurance plans or programs of the Company, to the same extent as available to Senior Officers under the terms of such plans or programs. For the purposes of this Agreement, "**Senior Officers**" includes the Chief Executive Officer of the Company and all managerial personnel reporting directly to the Chief Executive Officer.

(3) ***Paid Time Off***. Executive shall be entitled to the number of hours of paid time off each year that is accorded under the Company's paid time policy for other Senior Officers, but not less than Executive's annual paid time off entitlement under Executive's prior employment agreement with the Company.

(b) ***Payments Upon Termination***. Upon termination of employment during the Term of Employment and without requirement of execution of a Waiver and Release, Executive shall be entitled to the following minimum payments, in addition to any other payments or benefits Executive is entitled to receive under the terms of the Agreement and any employee benefit plan or program:

(1) unpaid Base Salary which has accrued through the Termination Date;

(2) unpaid vacation pay for that year which has accrued through the Termination Date; and

(3) reimbursement of incurred business expenses in accordance with the Company's normal procedures.

Any such accrued and unpaid salary and vacation pay shall be paid to Executive in a cash lump sum within five business days following the Termination Date.

6. **Severance Benefits Upon Certain Terminations Outside the Change in Control Protection Period** Subject to the Waiver and Release requirement described in Section 6(c), Executive's right to compensation and benefits for periods after the Termination

Date (but not within the Change in Control Period defined in Section 7) shall be determined in accordance with this Section 6, as follows:

(a) ***Cash Payments***. In the event that (i) Executive's employment is terminated during the Term of Employment by the Company without Cause (other than due to death or Disability), (ii) Executive's employment with the Company is terminated upon the expiration of the Term of Employment and following the date the Company provides a Notice of Non-Renewal as contemplated by Section 4, or (iii) Executive terminates Executive's employment hereunder during the Term of Employment for Good Reason (each, a "**Qualifying Termination**"), then the following cash payments shall be provided to Executive or, in the event of Executive's death before receiving such benefits, to Executive's Designated Beneficiary:

(1) the Company shall pay to Executive as additional compensation (the "**Additional Payment**") an amount which is equal to one and one-half (1.5) (the "**Severance Multiplier**") multiplied by the sum of (x) Executive's Base Salary as in effect on the date Notice of Termination is given or on the date immediately prior to the Termination Date, whichever is greater and (y) Executive's Target Bonus. The Additional Payment shall be paid to Executive in a cash lump sum payment on the 60th day following the Termination Date, but only if the Waiver and Release has been timely executed and returned and the revocation period has expired;

(2) a portion of Executive's annual incentive cash compensation equal to the annual incentive cash compensation as provided in Section 2(b) based on actual performance, multiplied by a fraction, the numerator of which equals the number of days from the commencement of the incentive compensation plan year in which such termination occurs through the Termination Date, and the denominator of which equals 365. Any such annual incentive cash compensation shall be paid in a cash lump sum on the normal annual incentive cash compensation payment date for Senior Officers whose employment has continued, and in no event later than the later of (i) March 15 of the year following the year in which the Termination Date occurs or (ii) the 60th day following the Termination Date, but only if the Waiver and Release has been timely executed and returned and the revocation period has expired;

(3) if the Termination Date occurs after the end of the Company's fiscal year and prior to the payment of the annual incentive cash compensation for such year, the same annual incentive cash compensation to which Executive would have been entitled had Executive's employment continued through the normal annual incentive cash compensation payment date, if any. Such annual incentive cash compensation shall be paid in a cash lump sum on the normal annual incentive cash compensation payment date for Senior Officers whose employment has continued, and in no event later than the later of March 15 of the year in which the Termination Date Occurs or (ii) the 60th day following the Termination Date, but only if the Waiver and Release has been timely executed and returned and the revocation period has expired; and

(4) payment for Executive's (and Executive's eligible dependents') health care continuation premiums ("**COBRA**") for the number of years equal to the Severance Multiple (the "**COBRA Payment**"), any such amount shall be paid to Executive in a cash lump sum payment on the 60th day following the Termination Date, but only if the Waiver and Release has been timely executed and returned and the revocation period has expired.

(b) ***No Benefits***. In the event that (i) Executive voluntarily resigns or otherwise voluntarily terminates Executive's employment at any time, in either case, without Good Reason, (ii) Executive's employment is terminated by the Company for Cause, or (iii) Executive's employment is terminated due to death or Disability, then the Company shall have no obligation to provide any severance payments and benefits under Section 6(a). In any such event, Executive and Executive's covered dependents, if any, shall be entitled to only elect continuation coverage under the Company's group health plan and group dental plan pursuant to COBRA and the Company's procedures for COBRA administration after the Termination Date.

(c) ***Waiver and Release***. Notwithstanding any provision of the Agreement to the contrary, in order to receive the severance payments and benefits payable under Section 6 or Section 7, as applicable, Executive must first execute an appropriate waiver and release agreement (substantially in the form attached hereto as Appendix B) (the "**Waiver and Release**"). Executive shall have 45 days after receipt of the Waiver and Release to consider and timely execute and return it to the Company. After return, Executive shall have an additional seven days in which Executive can revoke the Waiver and Release; thereafter, the Waiver and Release shall be irrevocable. The Company shall provide the Waiver and Release to Executive no later than five days after the Termination Date. If the Waiver and Release is not timely executed and returned, or it is revoked within the seven-day revocation period, no benefits shall be paid under any of Section 6 or Section 7.

(d) ***No Duplication***. The severance payments provided under the Agreement shall supersede and replace any severance payments or benefits under any severance plan, agreement, arrangement, program or policy (whether written or unwritten) that the Company or any Affiliate maintains and under which the Executive may be eligible to participate. Notwithstanding the preceding sentence, in the event that a severance payment or benefit under the Agreement would constitute a change in the form or timing of payment under Code Section 409A of any severance payment or benefit otherwise payable to Executive under any other plan, agreement, arrangement, program or policy, then the portion of the severance payment or benefit payable under the Agreement that is equal to the amount payable under such other severance plan, arrangement shall be paid in the form, and at the time, applicable under such other severance agreement, arrangement, program or policy, and, in such event, any excess severance payment or benefit as determined under the Agreement shall be paid in the time and form as specified in the Agreement.

7. **Severance Benefits Upon Certain Terminations During the Change in Control Protection Period**. Subject to the Waiver and Release requirement described in Section 6, Executive's right to compensation and benefits after the Termination Date for the Executive's Qualifying Termination during (x) the Term of Employment and (y) the period that commences upon the occurrence of a Change in Control and terminates 18 months thereafter (the "**Change in Control Protection Period**") shall be determined in accordance with thisSection 7, as follows:

(a) Executive shall be entitled to the payments and benefits set forth inSection 6, provided that the Severance Multiplier for purposes of determining the amount of the Additional Payment under Section 6(a)(1) shall instead be two (2).

(b) ***No Benefits***. In the event that (i) Executive voluntarily resigns or otherwise voluntarily terminates employment at any time without Good Reason (other than a termination of employment at the end of the Term of Employment following an Notice of Non-Renewal given by the Company), (ii) Executive's employment is terminated by the Company for Cause or (iii) employment is terminated due to death or Disability, then the Company shall have no obligation to provide any severance benefits under Section 7. In any such event, Executive and Executive's covered dependents, if any, shall be entitled to only elect continuation coverage under the Company's group health plan and group dental plan pursuant to COBRA and the Company's procedures for COBRA administration after the Termination Date

(c) ***Potential Reduction in Payments.*** Notwithstanding any other provision of the Agreement to the contrary, if any Payment would be subject to the Excise Tax, then the Payment shall be either (i) delivered in full pursuant to the terms of this Agreement, or (ii) reduced in accordance with this Section 7(c) to the extent necessary to avoid the Excise Tax, based on which of (i) or (ii) would result in the greater NetAfter-Tax Receipt to Executive.

If Payments are reduced, the reduction shall be accomplished first by reducing cash Payments under this Agreement, in the order in which such cash Payments otherwise would be paid and then by forfeiting any equity-based awards that vest as a result of the Change in Control, starting with the most recently granted equity-based awards, to the extent necessary to accomplish such reduction.

All determinations under this Section 7(c) shall be made by the Company's independent accountants or compensation consultants (the "**Third Party**") and all such determinations shall be conclusive, final and binding on the parties hereto. The Company and Executive shall furnish to the Third Party such information and documents as the Third Party may reasonably request in order to make a determination under this Section 7(c). The Company shall bear all reasonable fees and costs of the Third Party with respect to determinations under or contemplated by this Section 7(c).

8. **Notice of Termination**. Any termination by the Company or Executive of employment with the Company shall be communicated by means of a written notice which indicates the specific termination provision of the Agreement relied upon and sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated (the "**Notice of Termination**").

9. **Mitigation**. Executive shall not be required to mitigate the amount of any payment provided for under the Agreement by seeking other employment or in any other manner.

10. **Confidential Information.**

(a) ***Access to Confidential Information and Specialized Training.*** Executive's employment creates or continues a relationship of confidence and trust between the Company, on the one hand, and Executive, on the other hand. Continuing on an ongoing basis during employment, the Company agrees to give Executive access to Confidential Information (as defined below) (including, without limitation, Confidential Information of the Company's Affiliates and Subsidiaries), which Executive did not have access to or knowledge of before Executive's employment with the Company. Executive acknowledges and agrees that, as between the Parties, all Confidential Information is and shall remain the exclusive property of the Company and that all Confidential Information is confidential and a valuable, special and unique asset of the Company that gives the Company an advantage over its actual and potential, current and future competitors. Executive further acknowledges and agrees that Executive shall preserve and protect all Confidential Information from unauthorized disclosure or unauthorized use, that certain Confidential Information may constitute "trade secrets" as defined by the Texas Uniform Trade Secrets Act and under other applicable laws, and that unauthorized disclosure or unauthorized use of the Company's Confidential Information would irreparably injure the Company.

(b) The Company agrees to provide Executive with ongoing Specialized Training, which Executive does not have access to or knowledge of before the execution of the Agreement, and the Company agrees to continue providing such Specialized Training on an ongoing basis during employment. "**Specialized Training**" includes the training the Company provides to Executive that is unique to its business and enhances Executive's ability to perform Executive's job duties effectively, which includes, without limitation, orientation training; sales methods/techniques training; operation methods training; and computer and systems training.

(c) ***Agreement Not to Use or Disclose Confidential Information.*** Both during the term of Executive's employment and after the termination of Executive's employment for any reason (including wrongful termination), Executive shall hold all Confidential Information in strict confidence, and shall not use any Confidential Information except for the benefit of the Company, in accordance with the duties assigned to Executive. Executive shall not, at any time (either during or after the term of Executive's employment), disclose any Confidential Information to any person or entity (except other employees of the Company who have a need to know the information in connection with the performance of their employment duties), without the prior written consent of the Board, or permit any other person in the Executive's immediate family (which shall mean the spouse and children of the Executive) to do so; provided, however, Executive may make such disclosures to third parties where the disclosure is made during the Employment Period to third parties who have executed confidentiality agreements acceptable to the Company. Executive shall take reasonable precautions to protect the physical security of all documents and other material containing Confidential Information (regardless of the medium on which the Confidential Information is stored). The Agreement applies to all Confidential Information, whether now known or later to become known to Executive.

(d) ***Agreement to Refrain from Derogatory Statements.*** Except as provided in Sections 10(f)-(g) below, Executive agrees that, both during the employment relationship and for a two-year period after the Termination Date, Executive will not make, nor assist or direct any other person or entity in making, any oral or written statements about the Company or any of its Affiliates' directors, officers, employees, agents, investors or representatives that are untruthful

and harmful to the business interest or reputation of the Company or any of its Affiliates; or that disclose private or confidential information about the Company or any of its Affiliates' business affairs, directors, officers, employees, agents, investors or representatives; or that constitute an intrusion into the seclusion or private lives of the Company's or any of its Affiliates' directors, officers, employees, agents, investors or representatives; or that give rise to negative publicity about the private lives of such directors, officers, employees, agents, investors or representatives; or that place such directors, officers, employees, agents, investors or representatives in a false light before the public; or that constitute a misappropriation of the name or likeness of such directors, officers, employees, agents, investors or representatives. A violation or threatened violation of this prohibition may be enjoined. This Section does not apply to communications with regulatory authorities or other communications protected or required by law.

(e) ***Acknowledgement***. Executive acknowledges and agrees that a significant inducement for the Company's provision of benefits to Employee under this Agreement, and agreement to provide its Confidential Information and its goodwill upon the execution of this Agreement, is the mutual desire of the Company and Executive that Executive learn relevant aspects of the Company's Confidential Information on a continuing and ongoing basis after the execution of this Agreement. Executive will be able to use such additional Confidential Information, in conjunction with the Company's goodwill, to further the Company's business interests. In exchange for the Company's agreement to provide, and the ongoing provision of, Confidential Information, Executive agrees to the restrictions imposed herein, including the non-solicitation, non-recruitment, non-competition, and non-disparagement restrictions, as reasonable and necessary to protect the Company's legitimate business interests. Executive's non-solicitation, non-recruitment, non-competition, and non-disparagement covenants set forth herein are separate and severable obligations.

(f) Nothing in the Agreement will prohibit or restrict the Company, its Affiliates, Executive or Executive's respective attorneys from: (i) making any disclosure of relevant and necessary information or documents in any action, investigation, or proceeding relating to the Agreement, or as required by law or legal process, including with respect to possible violations of law; (ii) participating, cooperating, or testifying in any action, investigation, or proceeding with, or providing information to, any governmental agency or legislative body, any self-regulatory organization, and/or pursuant to the Sarbanes-Oxley Act; or (iii) accepting any U.S. Securities and Exchange Commission awards. In addition, nothing in the Agreement prohibits or restricts the Company, its Affiliates or Executive from initiating communications with, or responding to any inquiry from, any regulatory or supervisory authority regarding any good faith concerns about possible violations of law or regulation *provided, however*, that, except as provided in Section 10(g), Executive agrees that in the event Executive is served with a subpoena, document request, interrogatory, or any other legal process that requires Executive to disclose any Confidential Information, whether during the Employment Period or thereafter, Executive will, to the extent permitted by law, notify the Company's Board of Directors of such fact, in writing, and provide a copy of such subpoena, document request, interrogatory, or other legal process, promptly after receipt thereof.

(g) Pursuant to 18 U.S.C. § 1833(b), Executive will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret of the Company or its Affiliates that (i) is made (A) in confidence to a Federal, State, or local

government official, either directly or indirectly, or to Executive's attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, nothing in this Agreement, or any other agreement or policy, shall prevent Executive from, or expose Executive to criminal or civil liability under and Federal or State trade secret law for filing a charge or complaint with, communicating with, participating in any investigation or proceeding or otherwise directly or indirectly sharing any Company trade secret or other Confidential Information (except information protected by the Company's attorney-client or work product privilege) with an attorney or with any federal, state, or local government agencies, regulators, or officials, for the purpose of investigating or reporting a suspected violation of law, whether in response to a subpoena or otherwise, without providing notice to the Company. If Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the trade secret to Executive's attorney and use the trade secret information in the court proceeding, if Executive files any document containing the trade secret under seal and does not disclose the trade secret except under court order. Nothing in the Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section.

11. **Duty to Return Company Documents and Property**. Upon the termination of Executive's employment with the Company, for any reason whatsoever, Executive shall immediately return and deliver to the Company any and all papers, books, records, documents, memoranda and manuals, e-mail, electronic or magnetic recordings or data, including all copies thereof, belonging to the Company, containing Confidential Information, in Executive's possession, whether prepared by Executive or others. If at any time after the Employment Period, Executive determines that Executive has any Confidential Information in Executive's possession or control, Executive shall immediately return to the Company all such Confidential Information in Executive's possession or control, including all copies and portions thereof.

12. **Employee Developments**.

(a) ***Assignment of Employee Developments***. Executive agrees that any and all Employee Developments (as defined below) shall be and remain the sole and exclusive property of the Company. Executive hereby assigns to the Company, without additional compensation, all right, title and interest Executive has in and to any Employee Developments. If copyright protection is available for any Employee Development, such Employee Development will be considered a "work for hire" as that term is defined under copyright law and will be the exclusive property of the Company.

(b) ***Executive Duties***. During and after Executive's employment with the Company or any of its Subsidiaries, Executive shall, without additional compensation: (i) promptly disclose to the Company any Employee Development, specifically identifying any inventions, improvements or other portions of the Employee Development that are potential patentable or susceptible to protection as a trade secret; (ii) execute and deliver any and all applications, assignments, documents, and other instruments that the Company shall deem necessary to protect the right, title and interest of the Company or its designee in or to any Employee Development; (iii) reasonably cooperate and assist in providing information for making and completing regulatory and other filings in connection with any Employee Development; (iv) reasonably

cooperate and assist in providing information for or participating in any action, threatened action, or considered action relating to any Employee Development; and (v) take any and all other actions as the Company may otherwise require with respect to any Employee Development.

(c) ***Third Party Obligations***. Executive acknowledges that the Company from time to time may have agreements with other persons or entities which impose obligations or restrictions on the Company regarding development-related work made during the course of work thereunder or regarding the confidential nature of such work. Executive agrees to be bound by all such obligations and restrictions and to take all action necessary to discharge the obligations of the Company.

(d) Executive recognizes that all ideas, inventions, and discoveries of the type described in thisSection 12, conceived or made by Executive alone or with others within one year after termination of employment with the Company or any of its Subsidiaries (voluntary or otherwise), are likely to have been conceived in significant part either while employed by the Company or as a direct result of knowledge Executive had of proprietary information or Confidential Information. Accordingly, Executive agrees that such ideas, inventions or discoveries shall be presumed to have been conceived during Executive's employment with the Company, unless and until the contrary is clearly established by Executive, and shall be treated as Employee Developments hereunder.

13. **Non-Solicitation Restriction**. To protect the Confidential Information, and in the event of Executive's termination of employment for any reason whatsoever, whether by Executive or the Company, it is necessary to enter into the following restrictive covenants, which are ancillary to the enforceable promises between the Company and Executive in Sections 10 through 12 of the Agreement. Executive hereby covenants and agrees that during the Employment Period and for one year following the Termination Date, Executive will not, directly or indirectly, either individually or as a principal, partner, agent, consultant, contractor, employee, or as a director or officer of any corporation or association, or in any other manner or capacity whatsoever, except on behalf of the Company or an Affiliate, solicit business, or attempt to solicit business, in products or services competitive with any products or services sold (or offered for sale) by the Company or any Affiliate, from the Company's or its Affiliate's customers or prospective customers, or those individuals or entities with whom the Company or its Affiliate did business during the Employment Period, including, without limitation, the Company's or its Affiliate's prospective or potential customers, nor shall Executive detrimentally interfere with any such of the Company's or its Affiliate's contractors or consultants.

14. **Non-Competition Restriction**. Executive hereby covenants and agrees that during Executive's employment with the Company or any of its Affiliates, and for a period of one year following the Termination Date, Executive will not, without the prior written consent of the Board, participate in any capacity, directly or indirectly (whether as proprietor, stockholder, director, partner, employee, agent, independent contractor, consultant, trustee, beneficiary, or in any other capacity), with any Competitor; *provided*, *however*, Executive shall not be deemed to be participating with a Competitor solely by virtue of Executive's ownership of not more than one percent (1%) of any class of stock or other securities which are publicly traded on a national securities exchange or in a recognized over-the-counter market.

15. **Non-Recruitment Restriction**. Executive hereby covenants and agrees that during Executive's employment with the Company or any of its Affiliates, and for a period of two years following the Termination Date, Executive will not, either directly or indirectly, or by acting in concert with others, recruit, solicit, or influence any employee, consultant, officer, or director of the Company or any Affiliate, nor any person who is or was engaged in such a position at any time within the preceding six-month period, to terminate or reduce his or her employment or service with the Company or any Affiliate.

16. **Tolling**. If Executive violates any of the restrictions contained in Sections 10 through 15, the restrictive period will be suspended and will not run in favor of Executive from the time of the commencement of any violation until the time when Executive cures the violation to the Company's reasonable satisfaction.

17. **Reformation**. If an arbitrator or reviewing court concludes that any aspect of the restrictive covenants in Sections 10 through 15 is unenforceable, then the arbitrator or reviewing court shall have the authority to "blue pencil" or otherwise modify such provision so that the restrictions shall be enforced to the full extent permitted by law, and while maintaining the parties' original intent to the maximum extent possible.

18. **Remedies**. Executive acknowledges that the restrictions contained in Sections 10 through 15, in view of the nature of the Company's business, are reasonable and necessary to protect the Company's legitimate business interests, and that any violation of the Agreement would result in irreparable and continuing injury to the Company for which there is no adequate remedy at law. Thus, in addition to the Company's right to arbitrate disputes hereunder, in the event of a breach or a threatened breach by Executive of any provision of Sections 10 through 15, the Company shall be entitled to obtain emergency equitable relief, including a temporary restraining order and/or preliminary injunction in aide of arbitration, from any state or federal court of competent jurisdiction, without first posting a bond, to restrain Executive from the commission of any breach. Upon the issuance (or denial) of an injunction, the underlying merits of any dispute will be resolved in accordance with the arbitration provisions of Section 26 of this Agreement. Nothing contained in the Agreement shall be construed as prohibiting the Company from pursuing any other remedies available to it for any such breach or threatened breach, including, without limitation, the recovery of money damages. These covenants and disclosures shall each be construed as independent of any other provisions in the Agreement, and the existence of any claim or cause of action by Executive against the Company, whether predicated on the Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of such covenants and agreements.

19. **Withholdings.** The Company may withhold and deduct from any benefits and payments made or to be made pursuant to the Agreement (a) all federal, state, local and other taxes as may be required pursuant to any law or governmental regulation or ruling and (b) all other normal employee deductions made with respect to the Company's employees generally.

20. **Nonalienation.** The right to receive payments under the Agreement shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge or encumbrance by Executive, Executive's dependents or beneficiaries, or to any other person who is or may become entitled to receive such payments hereunder. The right to receive payments

hereunder shall not be subject to or liable for the debts, contracts, liabilities, engagements or torts of any person who is or may become entitled to receive such payments, nor may the same be subject to attachment or seizure by any creditor of such person under any circumstances, and any such attempted attachment or seizure shall be void and of no force and effect.

21. **Incompetent or Minor Payees.** Should the Reporting Authority determine, in its discretion, that any person to whom any payment is payable under the Agreement has been determined to be legally incompetent or is a minor, any payment due hereunder, notwithstanding any other provision of the Agreement to the contrary, may be made in any one or more of the following ways: (a) directly to such minor or person; (b) to the legal guardian or other duly appointed personal representative of the person or estate of such minor or person; or (c) to such adult or adults as have, in the good faith knowledge of the Reporting Authority, assumed custody and support of such minor or person; and any payment so made shall constitute full and complete discharge of any liability under the Agreement in respect to the amount paid.

22. **Indemnification.** THE COMPANY SHALL, TO THE FULL EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS EXECUTIVE FROM AND AGAINST ANY AND ALL LIABILITY, COSTS AND DAMAGES ARISING FROM EXECUTIVE'S SERVICE AS AN EMPLOYEE, OFFICER OR DIRECTOR OF THE COMPANY OR ITS AFFILIATES, SPECIFICALLY INCLUDING LIABILITY, COSTS AND DAMAGES THAT ARISE IN WHOLE OR IN PART FROM ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF EXECUTIVE, EXCEPT, HOWEVER, TO THE EXTENT THAT ANY SUCH LIABILITY, COST OR DAMAGE RESULTED FROM AN ACT OR OMISSION BY EXECUTIVE THAT CONSTITUTES GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON EXECUTIVE'S PART. Executive shall also be provided directors' and officers' liability insurance and any contractual indemnification provided to Senior Officers at any given time. To the full extent permitted by Texas law, the Company shall retain counsel to defend Executive, or shall advance legal fees and expenses to Executive for counsel selected by Executive, in connection with any litigation or proceeding related to Executive's service as an employee, officer and director of the Company or any Affiliate within 20 days after receipt by the Company of a written request for such advance. Such request shall include an itemized list of the costs and expenses and an undertaking by Executive to repay the amount of such advance if it shall ultimately be determined that Executive is not entitled to be indemnified against such costs and expenses. This Section 22 shall be in addition to, and shall not limit in any way, the rights of Executive to any other indemnification from the Company, as a matter of law, contract or otherwise. Notwithstanding the foregoing, the provisions in this Section 22 may be superseded and replaced by a separate indemnification agreement entered into between the Company and Executive.

23. **Severability.** It is the desire of the parties hereto that the Agreement be enforced to the maximum extent permitted by law, and should any provision contained herein be held unenforceable by a court of competent jurisdiction or arbitrator (pursuant to Section 26), the parties hereby agree and consent that such provision shall be reformed to create a valid and enforceable provision to the maximum extent permitted by law; provided, however, if such provision cannot be reformed, it shall be deemed ineffective and deleted here from without affecting any other provision of the Agreement. The Agreement should be construed by limiting and reducing it only to the minimum extent necessary to be enforceable under then applicable law.

24. **Title and Headings; Construction.** Titles and headings to Sections hereof are for reference only and shall in no way limit, define or otherwise affect the provisions hereof. The words "herein", "hereof", "hereunder" and other compounds of the word "here" shall refer to the entire Agreement and not to any particular provision hereof. The masculine gender is intended to include the feminine gender.

25. **Choice of Law.** EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, THE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW.

26. **Arbitration.** Subject to Section 18, any past, present, or future dispute or other controversy (hereafter a "**Dispute**") arising under or in connection with Executive's employment with the Company or any Affiliate, or the termination thereof, and/or the Agreement, whether in contract, in tort, statutory or otherwise, and including both claims brought by Executive and claims brought against Executive, shall be finally and solely resolved by binding arbitration in Harris County, Texas, administered by the American Arbitration Association (the "**AAA**") in accordance with the Employment Arbitration Rules and Mediation Procedures of the AAA, this Section 26 and, to the maximum extent applicable, the Federal Arbitration Act (provided that nothing herein shall require arbitration of a Dispute which, by law, cannot be the subject of a compulsory arbitration agreement). Such arbitration shall be conducted by a single arbitrator (the "**Arbitrator**"). If the parties cannot agree on the choice of an Arbitrator within 30 days after the Dispute has been filed with the AAA, then the Arbitrator shall be selected pursuant to the Employment Arbitration Rules and Mediation Procedures of the AAA. The Arbitrator may proceed to an award notwithstanding the failure of any party to participate in such proceedings. Except as set forth in Section 18, above, the arbitrator, and not any federal or state court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, and/or formation of this Agreement, including any dispute as to whether (i) a particular claim is subject to arbitration hereunder, and/or (ii) any part of this Section 26 is void or voidable. The costs of the arbitration and arbitrator fees shall be borne equally by the parties, and each party shall bear its own legal costs and related expenses in connection with any arbitration. However, if Executive is the prevailing party in any final and binding arbitral award on a material issue in the arbitration proceeding, the Company shall reimburse Executive for Executive's reasonable attorney's fees incurred in connection with the arbitration.

To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within 180 days of the filing of the Dispute with the AAA. The Arbitrator may allow discovery in its discretion but shall be mindful of the Parties' goal of settling disputes in the most efficient manner possible. The Arbitrator shall be empowered to impose sanctions and to take such other actions as the Arbitrator deems necessary to the same extent a judge could impose sanctions or take such other actions pursuant to the Federal Rules of Civil Procedure and applicable law. Each party agrees to keep all Disputes and arbitration proceedings strictly confidential except for disclosure of information required by applicable law which cannot be waived.

The award of the Arbitrator shall be (a) the sole and exclusive remedy of the parties, (b) final and binding on the parties hereto except for any appeals provided by the Federal Arbitration Act, and (c) in writing and shall state the reasons for the award. Only the state and federal courts sitting in Houston, Texas shall have jurisdiction to enter a judgment upon any award rendered by the Arbitrator, and the parties hereby consent to the personal jurisdiction of such courts and waive any objection that such forum is inconvenient. Unless prohibited by law, the parties agree to take all steps necessary to protect the confidentiality of the Dispute and all materials from the arbitration in connection with any court proceeding, agree to use their reasonable best efforts to file all Confidential Information (and all documents containing Confidential Information) under seal in any court proceeding permitted herein, and agree to the entry of an appropriate protective order encompassing the confidentiality terms of this Agreement. This Section 26 shall not preclude (i) the parties at any time from agreeing to pursue non-binding mediation of the Dispute prior to arbitration hereunder (provided that neither party shall be obligated to participate in non-binding mediation against its will) or (ii) the Company from pursuing the remedies available under Section 18 in any court of competent jurisdiction.

27. **Binding Effect: Third Party Beneficiaries.** The Agreement shall be binding upon and inure to the benefit of the parties hereto, and to their respective heirs, executors, beneficiaries, personal representatives, successors and permitted assigns hereunder, but otherwise the Agreement shall not be for the benefit of any third parties.

28. **Entire Agreement; Amendment and Termination.** The Agreement contains the entire agreement of the parties with respect to Executive's employment and the other matters covered herein; moreover, the Agreement supersedes all prior and contemporaneous agreements and understandings, oral or written, between the Parties hereto concerning the subject matter hereof. Notwithstanding the foregoing, any indemnity agreement between the Company and Executive as of the Effective Date shall continue in effect until otherwise amended or superseded. The Agreement may be amended, waived or terminated only by a written instrument that is identified as an amendment or termination hereto and that is executed on behalf of both Parties.

29. **Survival of Certain Provisions.** Wherever appropriate to the intention of the Parties, the respective rights and obligations of the Parties hereunder, including but not limited to the rights and obligations set out in Sections 2, 5 through 7, 10 through 18, 22, 25, 26 and 32 shall survive any termination or expiration of the Agreement.

30. **Waiver of Breach.** No waiver by either Party hereto of a breach of any provision of the Agreement by any other Party, or of compliance with any condition or provision of the Agreement to be performed by such other Party, will operate or be construed as a waiver of any subsequent breach by such other Party or any similar or dissimilar provision or condition at the same or any subsequent time. The failure of either Party hereto to take any action by reason of any breach will not deprive such Party of the right to take action at any time while such breach continues.

31. **Successors and Assigns.** The Agreement shall be binding upon and inure to the benefit of the Company and its Affiliates, and its and their successors, and upon any person or entity acquiring, whether by merger, consolidation, purchase of assets or otherwise, all or

substantially all of the business and/or assets of the Company or its successor. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company to expressly assume and agree to perform the Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place; provided, however, no such assumption shall relieve the Company of its obligations hereunder.

The Agreement shall inure to the benefit of and be enforceable by Executive's personal or legal representative, executors, administrators, successors, and heirs. In the event of the death of Executive while any amount is payable hereunder including, without limitation, pursuant to Sections 2, 5, 6, and 7, all such amounts, unless otherwise specifically provided herein, shall be paid in accordance with the terms of the Agreement to the beneficiary designated by Executive in a writing delivered to the Company, or if none, to Executive's surviving spouse if any, or if not, then to the personal representative of Executive's estate.

32. **Notices**. Each notice or other communication required or permitted under the Agreement shall be in writing and transmitted, delivered, or sent by personal delivery, prepaid courier or messenger service (whether overnight or same-day), or prepaid certified United States mail (with return receipt requested), addressed (in any case) to the other Party at the address for that Party set forth below that Party's signature on the Agreement, or at such other address as the recipient has designated by notice to the other Party. Either party may change the address for notice by notifying the other party of such change in accordance with this Section 32.Each notice or communication so transmitted, delivered, or sent (a) in person, by courier or messenger service, or by certified United States mail shall be deemed given, received, and effective on the date delivered to or refused by the intended recipient (with the return receipt, or the equivalent record of the courier or messenger, being deemed conclusive evidence of delivery or refusal), or (b) by telecopy or facsimile shall be deemed given, received, and effective on the date of actual receipt (with the confirmation of transmission being deemed conclusive evidence of receipt, except where the intended recipient has promptly notified the other Party that the transmission is illegible). Nevertheless, if the date of delivery or transmission is not a business day, or if the delivery or transmission is after 5:00 p.m. on a business day, the notice or other communication shall be deemed given, received, and effective on the next business day.

33. **Executive Acknowledgment**. Executive acknowledges that (a) Executive is knowledgeable and sophisticated as to business matters, including the subject matter of the Agreement, (b) Executive has read the Agreement and understands its terms and conditions, (c) Executive has had ample opportunity to discuss the Agreement with Executive's legal counsel prior to execution, and (d) no strict rules of construction shall apply for or against the drafter or any other Party. Executive represents that Executive is free to enter into the Agreement including, without limitation, that Executive is not subject to any covenant not to compete that would conflict with Executive's duties under the Agreement.

34. **Code Section 409A**. The Agreement is intended to comply with, or be exempt from, Code Section 409A. Executive acknowledges that if any provision of the Agreement (or of any award of compensation or benefits) would cause Executive to incur any additional tax, interest or penalties under Code Section 409A, such additional tax, interest or penalties shall solely be Executive's responsibility.

Pursuant to Code Section 409A, any reimbursement of expenses made under the Agreement (including payments related to health and dental expenses under Sections 5 through 7), shall only be made for eligible expenses incurred during the Term of Employment, and no reimbursement of any expense shall be made by the Company after December 31st of the year following the calendar year in which the expense was incurred. The amount eligible for reimbursement under the Agreement during a taxable year may not affect expenses eligible for reimbursement in any other taxable year, and the right to reimbursement under the Agreement is not subject to liquidation or exchange for another benefit.

For purposes of Code Section 409A, each payment under this Agreement shall be deemed to be a separate payment. Except as permitted under Code Section 409A, any deferred compensation (within the meaning of Code Section 409A) payable to Executive under the Agreement may not be reduced by, or offset against, any amount owing by Executive to the Company or any of its Affiliates.

Notwithstanding anything in this Agreement or elsewhere to the contrary, payments and benefits provided upon the termination of Executive's employment with the Company or any of its Affiliates may only be made upon a "separation from service" as determined under Code Section 409A.

Notwithstanding any provision in the Agreement to the contrary, if the payment or provision of any payment or benefit herein would be subject to additional taxes, penalties and interest under Code Section 409A because the timing of such payment or benefit is not delayed as provided in Code Section 409A for a "specified employee" (within the meaning of Code Section 409A), then if Executive is a "specified employee," any such payment or benefit that Executive would otherwise be entitled to receive during the first six months following the Termination Date shall be accumulated and paid or provided, as applicable, within ten days after the date that is six months following the Termination Date, or such earlier date upon which such amount can be paid or provided under Code Section 409A without being subject to such additional taxes, penalties and interest such as upon the death of Executive.

35. **Counterparts**. The Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by one party hereto, but together signed by both parties.

IN WITNESS WHEREOF, Executive has executed and Company has caused the Agreement to be executed in its name and on its behalf by its duly authorized officer, to be effective as of the Effective Date.

EXECUTIVE:

Signature: /s/ Bryan R. Collins
Bryan R. Collins

Date: March 26, 2019

Address for Notices:

The address the Company most recently has on file

PARKER DRILLING COMPANY:

By: /s/ Jennifer F. Simons

Date: March 26, 2019

Address for Notices:

Parker Drilling Company
Attn: Chairman, Compensation Committee of the Board of Directors
5 Greenway Plaza
Suite 100
Houston, TX 77046

APPENDIX A

DEFINITIONS

For purposes of the Agreement:

(1) "**Affiliate**" means any entity which owns or controls, is owned or controlled by, or is under common control with, the Company.

(2) "**Board**" means the Board of Directors of the Company.

(3) "**Cause**" means any of the following:

(A) the refusal to perform Executive's material job duties that continues after written notice from the Company;

(B) Executive's material violation of a material policy of the Company that causes, or is reasonably likely to cause, material harm to the business or reputation of the Company that is not cured within 15 days of written notice from the Company;

(C) Executive's willful misconduct in the course of Executive's duties that causes, or is reasonably likely to cause, material harm to the business or reputation of the Company;

(D) Executive's conviction of a felony; or

(E) Executive's material breach of any of any restrictive covenants (including Sections 10 through 15), but Cause shall not exist under this clause (E) until after written notice from the Reporting Authority has been given to Executive of such material breach or nonperformance (which notice specifically identifies the manner and sets forth specific facts, circumstances and examples in which the Reporting Authority reasonably believes that Executive has breached the Agreement or not substantially performed Executive's duties) and Executive has failed to cure such alleged breach or nonperformance within 15 business days after Executive's receipt of such notice; and, for purposes of this clause (E), no act or failure to act on Executive's part shall be deemed "willful" unless it is done or omitted by Executive not in good faith and without Executive's reasonable belief that such action or omission was in the best interest of the Company (assuming disclosure of the pertinent facts, any action or omission by Executive after consultation with, and in accordance with the advice of, legal counsel reasonably acceptable to the Company shall be deemed to have been taken in good faith and to not be willful under the Agreement).

Executive shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to Executive a letter from the Reporting Authority stating that, in the good faith opinion of the Reporting Authority, Executive was guilty of actions or omissions constituting Cause and specifying the particulars thereof in detail.

(4) "**Change in Control**" shall have the meaning set forth in the Parker Drilling Company 2019 Long-Term Incentive Plan as in effect on the date hereof (the "LTIP").

(5) "**Code**" means the Internal Revenue Code of 1986, as amended, or its successor. References herein to any Code Section shall include any successor provisions of the Code.

(6) "**Competitor**" means an individual, partnership, firm, corporation or other business organization or entity that materially competes with the Company or any of its Subsidiaries, or conducts a similar business function to the Company, its Affiliates, or any of its Subsidiaries, within any geographic area where the Company operates, or operated during Executive's employment with the Company or any Affiliate.

(7) "**Confidential Information**" means any nonpublic, proprietary information or material, including any information or material known to or used by or for the Company or an Affiliate (whether or not owned or developed by the Company or an Affiliate and whether or not developed by Executive) that is not generally known to any person not employed by or acting as a director or consultant to the Company or its Affiliates. Confidential Information includes, but is not limited to, the following: all trade secrets of the Company or an Affiliate; all non-public information that the Company or an Affiliate has marked as confidential or has otherwise described to Executive (either in writing or orally) as confidential or that is required to be maintained as confidential under governing law or regulation or under an agreement with any third parties; all non-public information concerning the Company's or Affiliate's products, services, prospective products or services, research, product designs, prices, discounts, costs, marketing plans, marketing techniques, market studies, test data, customers, customer lists and records, suppliers and contracts; all business records and plans; all personnel files; all financial information of or concerning the Company or an Affiliate; all information relating to the Company's operating system software, application software, software and system methodology, hardware platforms, technical information, inventions, computer programs and listings, source codes, object codes, copyrights and other intellectual property; all technical specifications; any proprietary information belonging to the Company or an Affiliate; all computer hardware or software manuals of the Company or an Affiliate; all Company or Affiliate training or instruction manuals; and all Company or Affiliate data and all computer system passwords and user codes.

(8) "**Designated Beneficiary**" means such beneficiary as designated in writing by Executive and delivered to the Company; or if none, Executive's surviving spouse, if any. If there is no written beneficiary designation or surviving spouse at the time of Executive's death, then the Designated Beneficiary hereunder shall be the legal representative of Executive's estate for the benefit of such estate.

(9) "**Disability**" means, upon expiration of any applicable waiting/elimination period, a disability of Executive that qualifies Executive for long-term disability benefits.

(10) "**Dispute**" means any dispute or controversy arising under or in connection with the Agreement, whether in contract, in tort, statutory or otherwise.

(11) "**Excise Tax**" means the excise imposed by Section 4999 of the Code or any similar or successor provision thereto.

(12) "**Employee Developments**" means all inventions, ideas, and discoveries (whether patentable or not), designs, products, processes, procedures, methods, developments, formulae, techniques, analyses, drawings, notes, documents, information, materials, and improvements, including, but not limited to, computer programs and related documentation, and all intellectual property rights therein, made, conceived, developed, or prepared, in whole or in part, by Executive during the course of employment with the Company, alone or with others, whether or not during work hours or on Company premises, which are (a) within the scope of business operations of the Company, or a reasonable or contemplated expansion thereof, (b) related to any Company or Affiliate work or project, present, past or contemplated, (c) created with the aid of Company materials, equipment, facilities or personnel, or (d) based upon information to which Executive has access as a result of or in connection with Executive's employment with the Company.

(13) "**Good Reason**" means the occurrence of any of the following events or conditions without Executive's express written consent:

(A) a material diminution in Executive's titles, duties or authorities;

(B) a material diminution in Executive's Base Salary or annual incentive cash compensation target amount;

(C) the Company's material violation of the Agreement; or

(D) a relocation of Executive's primary office location by more than 50 miles if such relocation materially increases Executive's commute.

Notwithstanding the definition of "Good Reason" for purposes of the Agreement, Executive may not terminate Executive's employment hereunder for Good Reason unless Executive (i) first notifies the Board in writing of the event or condition (or events or conditions) which Executive believes constitutes a Good Reason event or condition and the specific paragraph of the Agreement under which such event or condition has occurred, within 45 days from the date of such event or condition arising, (ii) provides the Company with at least 15 days to cure the Good Reason event or condition so that it either (1) does not constitute a Good Reason event or condition hereunder or (2) Executive reasonably agrees, in writing, that after any such modification or accommodation made by the Company that such event shall not constitute a Good Reason event or condition hereunder, and (iii) in the event the Company fails to so cure the Good Reason event or condition, Executive actually terminates employment with the Company within 15 days following the expiration of such cure period.

(14) "**Net After-Tax Receipt**" means the present value (as determined in accordance with Section 280G of the Code) of the Payments net of all applicable federal, state and local income, employment, and other applicable taxes and the Excise Tax.

(15) "**Outstanding Company Common Stock**" means the then outstanding shares of common stock of the Company.

(16) **"Outstanding Company Voting Securities**" means the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors.

(17) "**Reporting Authority**" means the Chief Executive Officer of the Company or with respect to the Chief Executive Officer, the Board.

(18) "**Subsidiary**" means any corporation, partnership, trust or other entity controlled by the Company.

(19) "**Termination Date**" means the date on which Executive's employment with the Company terminates, whether during the Term of Employment or at any time thereafter, for whatever reason, and such termination constitutes a "separation from service" within the meaning of Code Section 409A.

APPENDIX B

FORM WAIVER AND RELEASE

Pursuant to the terms of the Employment Agreement made as of , , between Parking Drilling Company (the "Company") and me (the "Employment Agreement"), and in consideration of the payments made to me and other benefits to be received by me pursuant thereto, I, Bryan R. Collins, do freely and voluntarily enter into this WAIVER AND RELEASE (the "Release"), which shall become effective and binding on the eighth day following my signing the Release as provided herein (the "Effective Date"). It is my intent to be legally bound, according to the terms set forth below.

In exchange for the payments and other benefits to be provided to me by the Company pursuant to Section of the Employment Agreement (the "Separation Payment" and "Separation Benefits"), I hereby agree and state as follows:

1. I, individually and on behalf of my heirs, personal representatives, successors, and assigns, release, waive, and discharge Company, its predecessors, successors, parents, subsidiaries, merged entities, operating units, affiliates, divisions, insurers, administrators, trustees, and the agents, representatives, officers, directors, shareholders, employees and attorneys of each of the foregoing (hereinafter the "Released Parties"), from all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs, expenses, damages, actions, and causes of action, whether in law or in equity, whether known or unknown, suspected or unsuspected, arising from my employment and termination from employment with Company, including but not limited to any and all claims pursuant to Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991 (42 U.S.C. § 2000e, *et seq.*), which prohibits discrimination in employment based on race, color, national origin, religion or sex; the Civil Rights Act of 1866 (42 U.S.C. §§1981, 1983 and 1985), which prohibits violations of civil rights; the Age Discrimination in Employment Act of 1967, as amended, and as further amended by the Older Workers Benefit Protection Act (29 U.S.C. §621, *et seq.*), which prohibits age discrimination in employment; the Employee Retirement Income Security Act of 1974, as amended (29 U.S.C. § 1001, *et seq.*), which protects certain employee benefits; the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination against the disabled; the Family and Medical Leave Act of 1993 (29 U.S.C. § 2601,*et seq.*), which provides medical and family leave; the Fair Labor Standards Act (29 U.S.C. § 201, *et seq*.), including the wage and hour laws relating to payment of wages; and all other federal, state and local laws and regulations prohibiting employment discrimination. This Release also includes, but is not limited to, a release of any claims for breach of contract, mental pain, suffering and anguish, emotional upset, impairment of economic opportunities, unlawful interference with employment rights, defamation, intentional or negligent infliction of emotional distress, fraud, wrongful termination, wrongful discharge in violation of public policy, breach of any express or implied covenant of good faith and fair dealing, that Company has dealt with me unfairly or in bad faith, and all other common law contract and tort claims.

Notwithstanding the foregoing, I am not waiving any rights or claims that may arise after this Release is signed by me. Moreover, this Release does not apply to any claims or rights which, by operation of law, cannot be waived, including the right to file an administrative charge or participate in an administrative investigation or proceeding. I agree that I will not, without the Company's express prior approval or unless required by law, furnish information to or cooperate with any non-governmental entity or person in connection with any proceeding or legal action involving the Company. However, nothing in this Release prohibits me from filing a charge with, or reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the U.S. Equal Opportunity Commission, the Department of Justice, the Securities and Exchange Commission, Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. This Release does not limit my ability to communicate with any government agencies or participate in any investigation or proceeding that may be conducted by any government agency, including providing documents or other information, without notice to the Company. In addition, this Release does not limit my right to receive an award for information provided to any government agencies. Further, I acknowledge that I have been advised that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (I) files any document containing the trade secret under seal; and (II) does not disclose the trade secret, except pursuant to court order.

2. Nothing in this Release shall affect in any way (a) any right to indemnification (or advancement of legal fees) and directors and officers liability insurance coverage provided to me pursuant to the Company's bylaws, my Employment Agreement, and/or pursuant to any other agreements or policies in effect prior to the effective date of my termination, which shall continue in full force and effect, in accordance with their terms, following the Effective Date; (b) any right that cannot be waived by private agreement under law; (c) any right to any earned and accrued base salary, vacation or benefits that are earned, but not yet paid or incurred, unreimbursed business expense reimbursements or any severance or other benefits under the Employment Agreement; or (d) my rights as an equity or security holder in the Company or its affiliates, including, without limitation, any applicable sale, merger or transaction agreement with respect thereto.

3. I forever waive and relinquish any right or claim to reinstatement to active employment with Company, its affiliates, subsidiaries, divisions, parent, and successors. I further acknowledge that Company has no obligation to rehire or return me to active duty at any time in the future.

4. I acknowledge that all agreements applicable to my employment respecting noncompetition, nonsolicitation, nonrecruitment, derogatory statements, and the confidential or proprietary information of the Company shall continue in full force and effect as described in the Employment Agreement.

5. I hereby acknowledge and affirm as follows:

   a. I have been advised to consult with an attorney prior to signing this Release.

   b. I have been extended a period of 45 days in which to consider this Release.

   c. I understand that for a period of seven days following my execution of this Release, I may revoke the Release by notifying the Company, in writing, of my desire to do so.

   d. I understand that after the seven-day period has elapsed and I have not revoked the Release, it shall then become effective and enforceable.

   e. I understand that the Separation Payment will not be made and I will not be entitled to the Severance Benefits made under the Employment Agreement until after the seven-day period has elapsed and I have not revoked the Release.

   f. I acknowledge that I have received payment for all wages due at the time of my employment termination, including any reimbursement for any and all business related expenses.

   g. I further acknowledge that the Separation Payment and the Separation Benefits include consideration to which I am not otherwise entitled under any Company plan, program, or prior agreement.

   h. I certify that I have returned all property of the Company, including but not limited to, keys, credit and fuel cards, files, lists, and documents of all kinds regardless of the medium in which they are maintained.

   i. I have carefully read the contents of this Release and I understand its contents. I am executing this Release voluntarily, knowingly, and without any duress or coercion.

6. Other than certain matters for which I was responsible and that were properly resolved in the course of my employment with the Company, I have reported all matters, to the best of my knowledge and as part of my Separation Payment, that may potentially violate the law, the Company's Code of Conduct or its policies to the Company's Chief Compliance Officer, to its internal legal counsel or through its ethics helpline. To the best of my knowledge, all matters that I have reported have been, or are in the process of being, properly examined and addressed by the Company, or, to the extent I believe they have not been, I have identified those matters that I do not believe to have been properly examined and addressed by the Company to its Chief Compliance Officer or to its internal legal counsel.

7. I acknowledge that this Release shall not be construed as an admission by any of the Released Parties of any liability whatsoever, or as an admission by any of the Released Parties of any violation of my rights or of any other person, or any violation of any order, law, statute, duty or contract.

8. I agree that the terms and conditions of this Release are confidential and that I will not, directly or indirectly, disclose the existence of or terms of this Release to anyone other than my attorney or tax advisor, except to the extent such disclosure may be required for accounting or tax reporting purposes or otherwise be required by law or direction of a court. Nothing in this provision shall be construed to prohibit me from disclosing this Release to the Equal Employment Opportunity Commission in connection with any complaint or charge submitted to that agency.

9. In the event that any provision of this Release should be held void, voidable, or unenforceable, the remaining portions shall remain in full force and effect.

10. I hereby declare that this Release constitutes the entire and final settlement between me and the Company, superseding any and all prior agreements, and that the Company has not made any promise or offered any other agreement, except those expressed in this Release, to induce or persuade me to enter into this Release.

IN WITNESS WHEREOF, I have signed this Release on the day of , 20 .

Bryan R. Collins

Exhibit A

INCENTIVE AGREEMENT FOR EMERGENCE AWARD - RESTRICTED STOCK UNIT

Exhibit B

INCENTIVE AGREEMENT FOR EMERGENCE AWARD - STOCK OPTION

Parker Drilling Successfully Completes Restructuring Process

Emerges From Chapter 11 With Financial Foundation That Will Support Its Strategy for Profitable Growth

HOUSTON, March 26, 2019 /PRNewswire/ — Parker Drilling Company ("Parker" or the "Company") today announced that it has successfully completed its financial restructuring and emerged from Chapter 11 protection. Parker moves forward with a stronger financial position, having reduced total debt by approximately two-thirds, from $585 million to $210 million, and securing access to $50 million in exit financing. The Company has also raised an additional $95 million through a fully-backstopped equity rights offering.

"Today is an important day in Parker Drilling's history," said Gary Rich, President and Chief Executive Officer. "Our new capital structure allows us to pursue profitable growth opportunities and enhances our resiliency across industry cycles. We have always had strong operations, a great team, and loyal customers. Now, we have the right platform on which we can build scale in recovering markets and expand our suite of value-added services and technology-driven solutions to meet customers' needs across the full drilling cycle."

Rich continued, "The process we concluded today opens new opportunities for our employees, customers, vendors and investors. We are grateful for the overwhelming support of all our stakeholders during this process and are excited to build on our 85-year legacy of innovation, reliability and efficiency."

Shares of the Company's common stock will no longer trade on the OTC Pink Marketplace effective as of March 26, 2019. The Company intends to list its common stock on the New York Stock Exchange ("NYSE") as soon as possible.

Kirkland & Ellis LLP is serving as legal advisor to Parker in connection with the restructuring. Moelis & Company is serving as Parker's investment banker, and Alvarez & Marsal is serving as its financial advisor.

For questions regarding the Company's emergence, contact info@primeclerk.com or call +1.855.631.5345, or +1.347.338.6451 internationally. Please reference "Parker Drilling Share Distributions."

Cautionary Statement

This press release contains certain statements that may be deemed "forward-looking statements" within the meaning of the Securities Act of 1933 and the Securities Exchange Act of 1934. All statements in this press release other than statements of historical facts addressing activities, events or developments the Company expects, projects, believes, or anticipates will or may occur in the future are forward-looking statements. These statements are based on certain assumptions made by the Company based on management's experience and perception of historical trends, current conditions, anticipated future developments and other factors believed to be appropriate. Although the Company believes its expectations stated in this press release are based on reasonable assumptions, such statements are subject to a number of assumptions, risks and uncertainties, many of which are beyond the control of the Company that could cause actual results to differ materially from those implied or expressed by the forward-looking statements. These include risks relating to the effects of the filing of the Chapter 11 cases on the Company's business and the interest of various constituents, including stockholders; increased advisory costs to execute the Company's reorganization; any inability to

maintain relationships with suppliers, customers, employees and other third parties as a result of the Chapter 11 cases; the potential adverse effects of the Chapter 11 cases on the Company's liquidity and results of operations; the liquidity and market price of the Company's common stock and on the Company's ability to access the public capital markets; the failure to obtain a listing of the Company's common stock on NYSE in a timely manner or at all; changes in worldwide economic and business conditions; fluctuations in oil and natural gas prices; compliance with existing laws and changes in laws or government regulations; the failure to realize the benefits of, and other risks relating to, acquisitions; the risk of cost overruns; the Company's ability to refinance its debt; and other important factors, many of which could adversely affect market conditions, demand for the Company's services, and costs, and all or any one of which could cause actual results to differ materially from those projected. For more information, see "Risk Factors" in the Company's Annual Report filed on Form 10-K with the Securities and Exchange Commission and other public filings and press releases. Each forward-looking statement speaks only as of the date of this press release and the Company undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

About Parker Drilling

Parker Drilling provides drilling services and rental tools to the energy industry. The Company's Drilling Services business serves operators through the use of Parker-owned and customer-owned rig fleets in select U.S. and international markets, specializing in remote and harsh environment regions. The Company's Rental Tools Services business supplies premium equipment and well services to operators on land and offshore in the U.S. and international markets. More information about Parker Drilling can be found on the Company's website at www.parkerdrilling.com.

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