

INTERCREDITOR AGREEMENT

dated as of

February 21, 2018

Between

The Bank of New York Mellon, London Branch,
as Initial First Lien Representative and Initial First Lien Collateral Agent

And

The Bank of New York Mellon, London Branch,
as Initial Second Lien Representative and Initial Second Lien Collateral Agent

And

The Bank of New York Mellon, London Branch,
as International Security Agent

And

The Bank of New York Mellon,
as Initial First Lien U.S. Collateral Agent and Initial Second Lien U.S. Collateral Agent

TABLE OF CONTENTS

	PAGE
1. Definitions.....	1
1.1. Construction; Certain Defined Terms.....	1
1.2. Additional Defined Terms	17
1.3. Dutch Terms	17
1.4. French Terms.....	17
1.5. Swiss agency appointment.....	17
2. Ranking.....	18
2.1. Similar Liens and Agreements	18
2.2. Ranking of Obligations	19
2.3. No Action with Respect to Second Lien Obligations	20
2.4. No Duties of Designated First Lien Representative.....	22
2.5. No Interference.....	23
2.6. Automatic Release of Second Liens	25
2.7. Certain Agreements with Respect to Bankruptcy or Insolvency Proceedings	26
2.8. Reinstatement	30
2.9. New Liens	30
2.10. Injunctive Relief	31
2.11. Second Lien Representative and the Second Lien Secured Parties Additional Rights as Creditors	31
2.12. Insurance and Condemnation Awards	32
2.13. Enforcement of Collateral	32
3. Sub-Agency for Perfection of Certain Security Interests.....	32
4. Existence and Amounts of Liens and Obligations.....	34
5. Consent of Obligor.....	34
6. Representations and Warranties of Each Representative and Collateral Agent.....	34
7. Application of Proceeds	34
7.1. Payment Over	34
7.2. Application of Proceeds	35
7.3. Calculation of Amounts.....	37
8. Other Agreements.....	37
8.1. Matters Related to First Lien Debt Documents	37
8.2. Matters Related to Second Lien Debt Documents	38
8.3. Matters Related to Amendments of First Lien Security Documents	38
8.4. Additional Debt Facilities.....	39
8.5. Retaking of Liens.....	40
8.6. Further Assurance.....	41
9. Collateral Agents.....	42
10. Unsecured Indebtedness.....	42

11.	Miscellaneous.....	42
11.1.	Notices.....	42
11.2.	Waivers, Amendments, Etc.	43
11.3.	Parties in Interest.....	45
11.4.	Survival of Agreement.....	45
11.5.	Counterparts.....	45
11.6.	Severability.....	45
11.7.	Governing Law; Jurisdiction; Consent to Service of Process.....	45
11.8.	Waiver of Jury Trial.....	46
11.9.	Headings.....	47
11.10.	Further Assurances.....	47
11.11.	No Third Party Beneficiaries.....	47
11.12.	Provisions Solely to Define Relative Rights.....	47
11.13.	Additional Obligors.....	48
11.14.	Subrogation.....	48
11.15.	Bail-In.....	48
11.16.	Additional Intercreditor Agreements.....	49
11.17.	Anti-Layering.....	49
11.18.	International Security Agent.....	49
11.19.	Parallel Debt.....	49
11.20.	Trustee for English Law Security.....	49
11.21.	USA Patriot Act.....	49
12.	Payment of <i>Soulte</i>	49
13.	Agents.....	50
	Schedule 1 Definitions and Interpretation.....	55
	Schedule 2 Distressed Disposals.....	62
	Schedule 3 Effect of Bankruptcy Event.....	68
	Schedule 4 Enforcement of Collateral.....	70
	Schedule 5 Amendments and Waivers: Security Documents.....	73
	Schedule 6 International Security Agent.....	75
	Schedule 7 Parallel Debt.....	77
	Schedule 8 Unsecured Creditors and Unsecured Debt.....	78
	Schedule 9 English law security – Appointment of Trustee.....	80
	Annex I.....	77
	Annex II.....	78
	Annex III.....	82

INTERCREDITOR AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”) dated as of February 21, 2018, between (a) The Bank of New York Mellon, London Branch, (i) as Initial First Lien Representative (as defined below), (ii) as Initial First Lien Collateral Agent (as defined below), (iii) as International Security Agent (as defined below), (iv) as Initial Second Lien Representative (as defined below), and (v) as Initial Second Lien Collateral Agent (as defined below) and (b) the Bank of New York Mellon, (i) as Initial First Lien U.S. Collateral Agent (as defined below) and (ii) as Initial Second Lien U.S. Collateral Agent (as defined below), and acknowledged by each of CGG Holding (U.S.) Inc., a Delaware corporation (the “Issuer”), CGG S.A., a societe anonyme incorporated under the laws of France (registration number 969 202 241 RCS Paris) (the “Parent”) and certain subsidiaries of the Parent from time to time party to the Debt Documents as guarantors (the “Guarantors”).

Reference is made to the Initial First Lien Indenture and the Initial Second Lien Indenture under which the Parent or the Issuer have issued Notes and may issue further Notes to Holders (as defined in the respective Initial First Lien Indenture or the Initial Second Lien Indenture, as applicable). In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the Initial First Lien Representative, the Initial First Lien Collateral Agent (for itself and on behalf of the First Lien Secured Parties) and the Initial First Lien U.S. Collateral Agent (for itself and on behalf of the First Lien Secured Parties), the Initial Second Lien Representative, the Initial Second Lien Collateral Agent (for itself and on behalf of the Second Lien Secured Parties) and the Initial Second Lien U.S. Collateral Agent (for itself and on behalf of the Second Lien Secured Parties), and the International Security Agent (for itself and on behalf of the Secured Parties), hereby agree as follows:

1. DEFINITIONS

1.1. Construction; Certain Defined Terms

- (a) The rules of construction specified in Section 1.04 of each of the Initial First Lien Indenture and Initial Second Lien Indenture as in effect on the date hereof shall apply to this Agreement, including terms defined in the preamble hereto.
- (b) As used in this Agreement (including the Schedules hereto), the following terms have the meanings specified below:

“Additional Debt” means any Additional First Lien Debt, Additional Second Lien Debt or any other Debt Facility or series of notes under any other Indebtedness permitted under and, made subject to, this Agreement and by each other Debt Document in effect at the time of the incurrence of such Indebtedness.

“Additional First Lien Debt” means any Indebtedness that is issued or guaranteed by any Obligor (other than Indebtedness and guarantees constituting Initial First Lien Indenture Secured Obligations) which Indebtedness and guarantees are secured by the Collateral (or a portion thereof) on a pari passu basis with any other First Lien Obligations; provided, however, that (a) such Indebtedness is permitted to be incurred, secured and guaranteed on such basis by this Agreement and by each Debt Document in effect on the date hereof and (b) the Representative or Representatives for the holders of such

Indebtedness shall have become party to this Agreement pursuant to, and by satisfying the conditions set forth in, Section 8.4 hereof.

“Additional First Lien Debt Agreement”

means any credit agreement, indenture or other debt instrument pursuant to which any Additional First Lien Debt is issued and/or incurred and made available under or pursuant thereto.

“Additional First Lien Debt Documents”

means with respect to any Additional First Lien Debt Facility, the Additional First Lien Debt Agreement in respect of such Additional First Lien Debt Facility, the First Lien Security Documents, and any other guarantees or other operative agreements evidencing or governing such Additional First Lien Debt Facility.

“Additional First Lien Debt Facility”

means each debt facility or series of notes under any Additional First Lien Debt Agreement.

“Additional First Lien Obligations”

means with respect to any series, issue or class of Additional First Lien Debt, (a) all principal of, and interest (including, without limitation, any interest which accrues (or would accrue but for the operation of applicable bankruptcy or insolvency laws) after the commencement of any Bankruptcy/Liquidation Proceeding, whether or not allowed or allowable as a claim in any such proceeding) payable with respect to, such Additional First Lien Debt, (b) all fees, expenses, premium and other amounts payable to the related Additional First Lien Secured Parties under the related Additional First Lien Debt Documents and (c) any renewals or extensions of the foregoing.

“Additional First Lien Secured Parties”

means with respect to any series, issue or class of Additional First Lien Debt, the holders of such Additional First Lien Debt, the Representative or Representatives with respect thereto, any trustee, agent or collateral agent therefor under any related Additional First Lien Debt Documents and the beneficiaries of each indemnification obligation undertaken by any Obligor under any related Additional First Lien Debt Documents.

“Additional Second Lien Debt”

means any Indebtedness that is issued or guaranteed by any Obligor (other than Indebtedness or guarantees constituting Initial Second Lien Indenture Secured Obligations) which Indebtedness and guarantees are secured by the Collateral (or a portion thereof) on a basis junior to the First Lien Obligations and the permitted Additional First Lien Obligations outstanding at such time, and not secured by the Collateral (or a portion thereof) on a basis senior to the Second Lien Obligations; provided, however, that (a) such Indebtedness is permitted to be incurred, secured and guaranteed on such basis by this Agreement and by each Debt Document in effect on the date hereof and (b) the Representative or Representatives for the holders of such Indebtedness shall have become party to

this Agreement pursuant to, and by satisfying the conditions set forth in, Section 8.4 hereof.

“Additional Second Lien Debt Agreement”

means any credit agreement, indenture or other debt instrument pursuant to which any Additional Second Lien Debt is issued and/or incurred and made available under or pursuant thereto.

“Additional Second Lien Debt Documents”

means with respect to any Additional Second Lien Debt Facility, the Additional Second Lien Debt Agreement in respect of such Additional Second Lien Debt Facility, the Second Lien Security Documents, and any other guarantees or other operative agreements evidencing or governing or required to be delivered in connection with such Additional Second Lien Debt Facility.

“Additional Second Lien Debt Facility”

means each debt facility or series of notes under any Additional Second Lien Debt Agreement.

“Additional Second Lien Obligations”

means with respect to any series, issue or class of Additional Second Lien Debt, (a) all principal of, and interest (including, without limitation, any interest which accrues (or would accrue but for the operation of applicable bankruptcy or insolvency laws) after the commencement of any Bankruptcy/Liquidation Proceeding, whether or not allowed or allowable as a claim in any such proceeding) payable with respect to, such Additional Second Lien Debt, (b) all fees, expenses, premium and other amounts payable to the related Additional Second Lien Secured Parties under the related Additional Second Lien Debt Documents and (c) any renewals or extensions of the foregoing.

“Additional Second Lien Secured Parties”

means with respect to any series, issue or class of Additional Second Lien Debt, the holders of such Additional Second Lien Debt, the Representative or Representatives with respect thereto, any trustee, agent or collateral agent therefor under any related Additional Second Lien Debt Documents and the beneficiaries of each indemnification obligation undertaken by any Obligor under any related Additional Second Lien Debt Documents.

“Affiliate”

has the meaning ascribed to such term in the Initial First Lien Indenture as in effect on the date hereof or, after the Discharge thereof, any Equivalent Provisions of any Additional First Lien Debt Agreement.

“Agent”

has the meaning given to that term in any Debt Document, as the context may require.

“Agreement”

has the meaning provided in the preamble to this Agreement.

- “Authorised Merger”** means an amalgamation, demerger, merger, consolidation or corporate reconstruction (each a “merger”) of a member of the Group whose assets and/or shares are subject to the Collateral into another member of the Group where (i) such merger is permitted under the First Lien Debt Documents or is consented to by the Required First Lien Creditors and (ii) any release of Collateral in respect of the relevant assets and/or shares is required to facilitate the relevant merger.
- “Automatic Acceleration”** means the automatic acceleration of the Liabilities with respect to any Obligor pursuant to applicable law as a result of the commencement of any Bankruptcy/Insolvency Proceedings.
- “Bankruptcy Code”** means Title 11 of the United States Code (11 U.S.C. § 101 et seq.), entitled “Bankruptcy,” as amended from time to time, and any successor statute, and all rules promulgated in respect thereof.
- “Bankruptcy Event”** means, with respect to any Person, such Person becomes the subject of a bankruptcy, pre-insolvency or insolvency proceeding, a composition, compromise, assignment or arrangement in connection with or as a result of any financial or other difficulty, made with its creditors, any resolution is passed or order made for the winding up, dissolution, administration or reorganization of that Person, a moratorium is declared in relation to any Indebtedness of that Person or an administrator is appointed to that Person or has had a liquidator, receiver, receiver and manager, interim receiver, conservator, rehabilitator, trustee, administrator, custodian, assignee for the benefit of creditors, debtor-in-possession, insolvency practitioner, administrative receiver or similar Person charged with the reorganization or liquidation of its business appointed for it, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, provided, further, that such ownership interest does not result in or provide such Person 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 Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.
- “Bankruptcy/ Liquidation Proceeding”** means, with respect to any Obligor and whether under the Bankruptcy Code or any other federal or other applicable law or any U.S. State or foreign bankruptcy, pre-insolvency, insolvency, receivership or other similar law, any (a) insolvency, bankruptcy, receivership, reorganization, readjustment, composition, compromise, assignment, arrangement, conservatorship, moratorium or other similar

proceeding relating to such Obligor or its property or creditors in such capacity, (b) proceeding for any liquidation, dissolution or other winding up of such Obligor, voluntary or involuntary (whether or not involving insolvency or proceedings under the Bankruptcy Code or any other federal, state or foreign law), whether partial or complete and whether by operation of law or otherwise, (c) assignment for the benefit of creditors of such Obligor or (d) other marshalling of the assets of such Obligor under any law affecting creditors' rights.

- “Business Day”** has the meaning ascribed to the term Business Day in the Initial First Lien Indenture as in effect on the date hereof.
- “Class Debt”** has the meaning given to such term in Section 8.4.
- “Class Debt Parties”** has the meaning given to such term in Section 8.4.
- “Class Debt Representatives”** has the meaning given to such term in Section 8.4.
- “Collateral”** means the collective reference to any First Lien Collateral and any Second Lien Collateral.
- “Collateral Agents”** means the collective reference to the First Lien Collateral Agent and any Second Lien Collateral Agent.
- “Contingent Obligation”** means, at any time, First Lien Obligations or Second Lien Obligations, as applicable, for taxes, costs, indemnifications, reimbursements, damages and other liabilities (excluding (a) the principal of, and interest and premium (if any) on, and fees and expenses relating to, any First Lien Obligations or Second Lien Obligations and (b) contingent reimbursement obligations in respect of amounts that may be drawn under outstanding letters of credit) in respect of which no assertion of liability (whether oral or written) and no non-contingent claim or demand for payment (whether oral or written) has been made (and for indemnification, no notice for indemnification has been issued by the indemnitee) at such time.
- “Debt Document”** has the meaning ascribed to such term in Schedule 1.
- “Debt Facility”** means any First Lien Debt Facility, any Second Lien Debt Facility or any other debt facility or series of notes under any other Indebtedness permitted under and made subject to this Agreement.
- “Designated First Lien Representative”** means (a) the Initial First Lien Representative, until such time as the Discharge of Initial First Lien Indenture Secured Obligations has occurred, and (b) thereafter, the First Lien Representative designated from time to time by the First Lien Required Creditors, in a written notice to the Designated

Second Lien Representative and Parent, as the “Designated First Lien Representative” for purposes hereof.

“Designated Second Lien Representative”

means (a) the Initial Second Lien Representative, until such time as the Discharge of the Initial Second Lien Indenture Secured Obligations has occurred, and (b) thereafter, the Second Lien Representative designated from time to time by the Second Lien Required Creditors, in a written notice to the Designated First Lien Representative and Parent, as the “Designated Second Lien Representative” for purposes hereof.

“DIP Financing”

has the meaning provided in Section 2.7(a)(v).

“Discharge”

means, with respect to any Debt Facility, the date on which (a) such Debt Facility and the First Lien Obligations or Second Lien Obligations thereunder, as the case may be, have been paid in full in cash (other than any applicable Contingent Obligations) and are no longer secured (by operation of law or otherwise) by any of the Collateral pursuant to the terms of the documentation governing such Debt Facility (whether or not as a result of enforcement) and (b) all commitments of the First Lien Secured Parties or the Second Lien Secured Parties, as the case may be, under such Debt Facility have terminated; *provided* that the Discharge of First Lien Obligations shall not be deemed to have occurred unless all of the claims in respect of such obligations have actually been paid in full in cash, whether or not such amounts are allowed or disallowed vis-a-vis any Obligor, and notwithstanding any discharge of any or all such claims pursuant to section 1141(d) of the Bankruptcy Code or otherwise. The term “Discharged” shall have a corresponding meaning.

“Discharge of First Lien Obligations”

means the Discharge of all the First Lien Obligations; *provided* that the Discharge of First Lien Obligations shall not be deemed to have occurred in connection with a refinancing of such First Lien Obligations with permitted Additional First Lien Debt under one or more Additional First Lien Debt Documents which has been designated in writing by the applicable First Lien Representative (under the First Lien Obligations so refinanced) to the Designated First Lien Representative (if the Designated First Lien Representative is not such agent) and the Designated Second Lien Representative, as First Lien Obligations for purposes of this Agreement.

“Discharge of Second Lien Obligations”

means the Discharge of all the Second Lien Obligations; *provided* that the Discharge of Second Lien Obligations shall not be deemed to have occurred in connection with a refinancing of such Second Lien Obligations with any Additional Second Lien Debt under one or more Additional Second Lien Debt Documents which has been designated in

writing by the applicable Second Lien Representative (under the Second Lien Debt so refinanced) to the Designated Second Lien Representative (if the Designated Second Lien Representative is not such agent) and the Designated First Lien Representative, as Second Lien Obligations for purposes of this Agreement.

“Equivalent Provision”

means (a) in relation to a provision or term of the Initial First Lien Indenture with respect to an Additional First Lien Debt Document, any equivalent provision or term in that Additional First Lien Debt Document which is substantially similar in meaning and effect, and, in any event, no more restrictive or onerous on the Obligors thereunder than the same provision in the Initial First Lien Indenture on the Obligors thereunder, and (b) in relation to a provision or term of the Initial Second Lien Indenture with respect to an Additional Second Lien Debt Document, any equivalent provision or term in that Additional Second Lien Debt Document which is substantially similar in meaning and effect, and, in any event, no more restrictive or onerous on the Obligors thereunder than the same provision in the Initial First Lien Indenture on the Obligors thereunder.

“Excess First Lien Obligations”

means the sum of (a) the portion of the principal amount of the loans or notes outstanding under the First Lien Debt Documents that is in excess of the Maximum First Lien Principal Amount, plus (b) the portion of interest and fees that accrues or is charged with respect to that portion of the loans or notes described in clause (a) of this definition, to the extent such interest and fees are First Lien Obligations pursuant to the relevant First Lien Debt Documents.

“Excess Second Lien Obligations”

means the sum of (a) the portion of the principal amount of the loans or notes outstanding under the Second Lien Debt Documents that is in excess of the Maximum Second Lien Principal Amount, plus (b) the portion of interest and fees that accrues or is charged with respect to that portion of the loans or notes described in clause (a) of this definition, to the extent such interest and fees are Second Lien Obligations pursuant to the relevant Second Lien Debt Documents.

“First Lien Collateral”

means the “Collateral”, as such term is defined in the Initial First Lien Indenture, and any other assets or properties of any of the Obligors now or at any time hereafter subject or required to be subject to Liens securing any First Lien Obligations, whether or not such Liens on any such assets or properties are allowed, disallowed or avoided in any respect and, for the avoidance of doubt includes any Collateral the subject of any Shared Security Documents.

“First Lien Collateral Agent”	means (a) in the case of the Initial First Lien Indenture Secured Obligations, (i) the Initial First Lien Collateral Agent and/or (ii) the Initial First Lien U.S. Collateral Agent, as applicable, (b) in the case of any Additional First Lien Debt Facility, the collateral agent appointed as set forth in the applicable First Lien Debt Documents and (c) prior to the Discharge of the First Lien Obligations, the International Security Agent, in its capacity as collateral agent for the Secured Parties under the Shared Security Documents and in either case, its successors in such capacity.
“First Lien Debt Agreement”	means the Initial First Lien Indenture and any Additional First Lien Debt Agreement.
“First Lien Debt Documents”	means (a) the “Notes Documents”, as such term is defined in the Initial First Lien Indenture as in effect on the date hereof and (b) any Equivalent Provisions of any Additional First Lien Debt Agreement.
“First Lien Debt Facilities”	shall mean the credit facilities under the Initial First Lien Indenture and any Additional First Lien Debt Facility.
“First Lien Obligations”	means, at any time, (a) the Initial First Lien Indenture Secured Obligations and (b) the Additional First Lien Obligations.
“First Lien Representatives”	means (a) in the case of the Initial First Lien Indenture, the Initial First Lien Representative, and (b) in the case of any Additional First Lien Debt Agreement, the trustee, administrative agent, collateral agent, security agent or similar agent under such Additional First Lien Debt Agreement that is named as the Representative in respect of such Additional First Lien Debt Agreement in the applicable Joinder Agreement.
“First Lien Required Creditors”	means, (a) until Discharge of the Initial First Lien Indenture Secured Obligations, on any date, holders of Notes (as defined in the Initial First Lien Indenture) holding more than 50% of the sum of the aggregate Outstanding Amount of such Notes on such date and (b) after Discharge of the Initial First Lien Indenture Secured Obligations, on any date, holders of First Lien Obligations holding more than 50% of the sum of the aggregate Outstanding Amount of such First Lien Obligations on such date.
“First Lien Secured Parties”	means, at any time, (a) the Initial First Lien Indenture Secured Parties, (b) any Additional First Lien Secured Parties and (c) in any event, any First Lien Collateral Agent.
“First Lien Security Documents”	means the “Security Documents”, as such term is defined in the Initial First Lien Indenture as in effect on the date hereof and any Additional First Lien Debt Agreement, and any other documents now existing or entered into after the date hereof

that create or purport to create Liens on any assets or properties of any of the Obligors to secure any First Lien Obligations (including the Shared Security Documents).

- “First Liens”** mean Liens created or purported to be created under the First Lien Security Documents securing First Lien Obligations.
- “Governmental Authority”** means the government of the United States of America, France, the United Kingdom, the Netherlands, Norway or any other nation, any political subdivision thereof, whether state, provincial, 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.
- “Guarantee”** means any document (or section thereof) setting out the terms of any guarantee obligations (including without limitation the Notes Guaranty (as defined in the Initial First Lien Indenture) and the Notes Guaranty (as defined in the Initial Second Lien Indenture)).
- “Group”** means Parent and its Subsidiaries (other than any Unrestricted Subsidiary (as defined in the Initial First Lien Indenture (and any Equivalent Provision in any Additional First Lien Debt Agreement))).
- “Indebtedness”** has the meaning ascribed to such term in the Initial First Lien Indenture, as of the date hereof or, after the Discharge thereof, any Equivalent Provisions of any Additional First Lien Debt Agreement.
- “Initial First Lien Collateral Agent”** means The Bank of New York Mellon, London Branch, as collateral agent for the Initial First Lien Indenture Secured Parties or any successor and assign from time to time in such capacity.
- “Initial First Lien Indenture”** means the indenture, dated as of the date hereof, among the Issuer, the other Obligors party thereto, the Initial First Lien Collateral Agent, the Initial First Lien Representative, and the other parties thereto, as such indenture may be amended, restated, waived, replaced (whether or not upon termination and whether with the original creditors or otherwise), refinanced, restructured, renewed, extended or otherwise modified from time to time to the extent not prohibited hereunder.
- “Initial First Lien Indenture Secured Obligations”** means, with respect to any Obligor, the Obligations of such Obligor under any “Note Documents,” as such term is defined in the Initial First Lien Indenture.

“Initial First Lien Indenture Secured Parties”	means the “Secured Parties”, as such term is defined in the Initial First Lien Indenture as in effect on the date hereof.
“Initial First Lien Representative”	means The Bank of New York Mellon, London Branch, as indenture trustee under the Initial First Lien Indenture or any successor and assign from time to time in such capacity.
“Initial First Lien U.S. Collateral Agent”	means The Bank of New York Mellon, as collateral agent for the Initial First Lien Indenture Secured Parties in connection with Collateral within the United States or any successor and assign from time to time in such capacity.
“Initial Second Lien Collateral Agent”	means The Bank of New York Mellon, London Branch, as collateral agent for the Initial Second Lien Indenture Secured Parties or any successor and assign from time to time in such capacity.
“Initial Second Lien Indenture”	means the indenture, dated as of the date hereof, among the Issuer, the other Obligor party thereto, the Initial Second Lien Collateral Agent, the Initial Second Lien Representative, and the other parties thereto, as such indenture may be amended, restated, waived, replaced (whether or not upon termination and whether with the original creditors or otherwise), refinanced, restructured, renewed, extended or otherwise modified from time to time to the extent not prohibited hereunder.
“Initial Second Lien Indenture Secured Obligations”	means, with respect to any Obligor, the Obligations of such Obligor under any “Note Documents,” as such term is defined in the Initial Second Lien Indenture.
“Initial Second Lien Indenture Secured Parties”	means, at any time, the “Secured Parties”, as such term is defined in the Initial Second Lien Indenture.
“Initial Second Lien Representative”	means The Bank of New York Mellon, London Branch, as indenture trustee under the Initial Second Lien Indenture or any successor and assign from time to time in such capacity.
“Initial Second Lien U.S. Collateral Agent”	means The Bank of New York Mellon, as collateral agent for the Initial Second Lien Indenture Secured Parties in connection with Collateral within the United States or any successor and assign from time to time in such capacity.
“International Security Agent”	means The Bank of New York Mellon, London Branch, in its capacity as collateral agent with respect to the Shared Security Documents, together with its successors and assigns in such capacity.

“Joinder Agreement”	means a joinder agreement substantially in the form of Annex II hereof required to be delivered by the Representatives of an additional Debt Facility to the Designated First Lien Representative and the Designated Second Lien Representative pursuant to <u>Section 8.4</u> hereof in order to include such Debt Facility hereunder and to become the Representatives hereunder for the applicable First Lien Secured Parties or Second Lien Secured Parties, as the case may be, under such Debt Facility.
“Lien”	means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction other than a precautionary financing statement respecting a lease not intended as a security agreement) or any assignment of (or agreement to assign) any right to income or profits from any assets by way of security.
“Lower Ranking Liens”	means all Liens which, in accordance with the applicable law of such Liens, is expressed to be lower ranking (such ranking to be determined on the basis of the chronological order in which such security is taken) in accordance with clause (b) of <u>Section 8.5</u> .
“Maximum First Lien Principal Amount”	as of any date of determination, the greater of (A) US\$663,635,732 and (B) an amount equal to the principal amount of First Lien Obligations not prohibited to be incurred under any First Lien Debt Agreement and Second Lien Debt Agreement as in effect on the date hereof. For purposes of calculating the principal amount outstanding under any First Lien Debt Agreement, the amount of any original issue discount, premiums and other amounts (other than interest and expenses), shall be deemed to be principal amounts and, for the avoidance of doubt, any interest paid in kind or capitalized that is not prohibited hereunder shall not be deemed to be principal amounts.
“Maximum Second Lien Principal Amount”	as of any date of determination, the greater of (A) US\$355,141,000 plus €80,372,000 (or the applicable currency equivalent thereof) and (B) an amount equal to the principal amount of Second Lien Obligations not prohibited to be incurred under any Second Lien Debt Agreement and Second Lien Debt Agreement as of the date hereof. For purposes of calculating the principal amount outstanding

under any Second Lien Debt Agreement as of such date, the amount of any original issue discount, premiums and other amounts (other than interest and expenses), shall be deemed to be principal amounts and, for the avoidance of doubt, any interest paid in kind or capitalized that is not prohibited hereunder shall not be deemed to be principal amounts.

“Non-Cooperative Jurisdiction”	means a “non-cooperative state or territory” (<i>Etat ou territoire non coopératif</i>) as set out in the list referred to in Article 238-0 A of the French tax code (<i>Code général des impôts</i>), as such list may be amended from time to time.
“Non-U.S. Obligor”	means an Obligor that is not organized under the laws of any U.S. State.
“Obligor”	means Parent, Issuer and each other Guarantor (or equivalent term) under any Debt Document.
“Obligor Joinder”	means a joinder agreement substantially in the form of <u>Annex III</u> hereof required to be delivered by an Obligor pursuant to <u>Section 11.13</u> hereof in order for such Obligor to become a party hereto.
“Outstanding Amount”	means with respect to Indebtedness, the aggregate outstanding principal amount thereof.
“Parent”	has the meaning provided in the preamble to this Agreement.
“Person” or “person”	shall mean any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.
“Plan of Reorganization”	means any plan of reorganization, plan of liquidation, agreement for composition, or other type of plan of arrangement proposed in or in connection with any Bankruptcy/Liquidation Proceeding.
“Release”	has the meaning provided in <u>Section 2.6(a)</u> .
“Reorganization Securities”	has the meaning provided in <u>Section 2.7(d)</u> .
“Representatives”	shall mean the First Lien Representatives and the Second Lien Representatives.
“Requirements of Law”	means, with respect to any Person, any statute, law, treaty, rule, regulation, order, executive order, ordinance, decree, writ, injunction or determination of any arbitrator or court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Second Lien Collateral”	means the “Collateral”, as such term is defined in the Initial Second Lien Indenture, and any other assets or properties of Obligor now or at any time hereafter subject to or required to be subject to Liens securing any Second Lien Obligations, whether or not such Liens on any such assets or properties are allowed, disallowed or avoided in any respect and, for the avoidance of doubt, includes any Collateral the subject of the Shared Security Documents.
“Second Lien Collateral Agent”	means (a) in the case of the Initial Second Lien Indenture Secured Obligations, (i) the Initial Second Lien Collateral Agent and/or (ii) the Initial Second Lien U.S. Collateral Agent, as applicable and (b) in the case of any Additional Second Lien Debt Facility, the collateral agent appointed is set forth in the applicable Second Lien Debt Documents and (c) prior to the Discharge of the Second Lien Obligations, the International Security Agent, in its capacity as collateral agent for the Secured Parties under the Shared Security Documents and in either case, its successors in such capacity.
“Second Lien Debt Agreement”	means the Initial Second Lien Indenture and any Additional Second Lien Debt Agreement.
“Second Lien Debt Documents”	means (a) the “Note Documents”, as such term is defined in the Initial Second Lien Indenture and (b) any Additional Second Lien Debt Documents.
“Second Lien Debt Facilities”	means the credit facilities under the Initial Second Lien Indenture and any Additional Second Lien Debt Facilities.
“Second Lien Enforcement Action”	means: (a) the acceleration of the Second Lien Obligations or the making of any declaration that Second Lien Obligations are due and payable (other than as a result of it becoming unlawful for a Second Lien Secured Party to perform its obligations under, or of any voluntary or mandatory prepayment arising under, the Second Lien Debt Documents); (b) [intentionally omitted]; (c) the making of any demand against any Obligor in relation to any guarantee of the Second Lien Obligations; (d) the exercise of any right to require any member of the Group to acquire any liability relating to the Second Lien Obligations (including exercising any put or call option against any member of the Group for the redemption or purchase of any liability relating to the Second Lien Obligations), except any such right exercised following an exercise under any First Lien Obligations of a similar right; (e) the exercise of any right of set-off, account combination or payment netting against any member of the Group in respect of any Second Lien Obligations except as it may occur by operation of law; (f) the suing for, commencing or joining of any legal or arbitration proceeding or judicial or non-judicial foreclosure proceeding against any Obligor to recover any of the Second Lien

Obligations; (g) any action to take possession of, exercise any right, remedy or power with respect to, or otherwise take any action to enforce any interest in or realize upon, or take any other action available in respect of, any Second Lien Collateral under any Second Lien Security Document, Requirements of Law or otherwise; (h) the entering into of any composition, compromise, assignment or arrangement with any member of the Group which owes any Second Lien Obligations (excluding any consent, waiver or amendment of any term of a Second Lien Debt Document to the extent that such consent, waiver or amendment is substantially equivalent to a consent, waiver or amendment given in respect of any term of a First Lien Debt Document or to the extent such consent, waiver or amendment is permitted by Section 8.2), or has given any Lien, guarantee or indemnity or other assurance against loss in respect of the Second Lien Obligations; or (i) the petitioning, applying or voting for, or the taking of any steps (including the appointment of, or seeking the appointment of, any trustee, liquidator, receiver, administrator or similar officer) in relation to, the winding up, dissolution, administration or reorganisation of any member of the Group which owes any Second Lien Obligations, or has given any Lien, guarantee, indemnity or other assurance against loss in respect of any of the Second Lien Obligations, or any of such member of the Group's assets or any suspension of payments or moratorium of any Indebtedness of any such member of the Group, or any analogous procedure or step in any jurisdiction. Notwithstanding the foregoing, the following shall not constitute Second Lien Enforcement Action: (i) the taking of any action falling within paragraph (f) or (i) above which is necessary (but only to the extent necessary) to preserve the validity, existence or priority of claims in respect of Second Lien Obligations, including the registration of such claims before any court or Governmental Authority and the bringing, supporting or joining of proceedings to prevent any loss of the right to bring, support or join proceedings by reason of applicable limitation periods, (ii) any Second Lien Secured Party obtaining injunctive relief (or any analogous remedy) to restrain any actual or putative breach of any Second Lien Debt Document to which it is a party, (iii) any Second Lien Secured Party obtaining specific performance (other than specific performance of an obligation to make a payment) with no claim for damages including specific performance of the terms of this Agreement, including Section 2.1, (iv) any Second Lien Secured Party requesting judicial interpretation of any provision of any Second Lien Debt Document to which it is a party with no demand for monetary damages, (v) any Automatic Acceleration in respect of Second Lien Obligations (where available under applicable laws) or (vi) bringing legal

proceedings against any person in connection with any fraud, securities violation or securities or listing regulations.

“Second Lien Obligations”

means, at any time, (a) the Initial Second Lien Indenture Secured Obligations and (b) the Additional Second Lien Obligations.

“Second Lien Permitted Actions”

has the meaning provided in Section 2.5.

“Second Lien Representatives”

means (a) in the case of the Initial Second Lien Indenture, the Initial Second Lien Representative and (b) in the case of any Additional Second Lien Debt Agreement, the trustee, administrative agent, collateral agent, security agent or similar agent under such Additional Second Lien Debt Agreement that is named as the Representative or Representatives in respect of such Additional Second Lien Debt Agreement in the applicable Joinder Agreement.

“Second Lien Required Creditors”

means, (a) until Discharge of the Initial Second Lien Indenture Secured Obligations, on any date, holders of Notes (as defined in the Initial Second Lien Indenture) holding more than 50% of the sum of the aggregate Outstanding Amount of such Notes on such date and (b) after Discharge of the Initial Second Lien Indenture Secured Obligations, on any date, holders of Second Lien Obligations holding more than 50% of the sum of the aggregate Outstanding Amount of such First Lien Obligations on such date.

“Second Lien Secured Claims”

means any portion of the Second Lien Obligations (other than any portion of the Second Lien Obligation consisting of an allowed unsecured claim under Section 506(a) of the Bankruptcy Code (or any similar provision under any other law governing a Bankruptcy/Liquidation Proceeding)).

“Second Lien Secured Parties”

means, at any time, (a) the Initial Second Lien Indenture Secured Parties, (b) any Additional Second Lien Secured Parties and (c) in any event, shall include the Second Lien Collateral Agents.

“Second Lien Security Documents”

means the “Security Documents”, as such term is defined in the Initial Second Lien Indenture and any Additional Second Lien Indenture, and any other documents now existing or entered into after the date hereof that create or purport to create Liens on any assets or properties of any of the Obligors to secure any Second Lien Obligations (including the Shared Security Documents).

“Second Liens”	means Liens created or purported to be created under the Second Lien Security Documents securing Second Lien Obligations.
“Secured Obligations”	means the First Lien Obligations and the Second Lien Obligations.
“Secured Parties”	means the First Lien Secured Parties and the Second Lien Secured Parties.
“Security Documents”	means the First Lien Security Documents and the Second Lien Security Documents.
“Shared Security Documents”	means each Security Document which creates or evidences, or purports to create or evidence, Liens on the Collateral which secure the Secured Obligations in a single agreement and through a single lien.
“Soulte”	means, in relation to any Enforcement Action occurring by way of Appropriation of Lien governed by French law, the amount by which the value of the Collateral appropriated, foreclosed or transferred pursuant to that Enforcement Action (as determined in accordance with the relevant Security Document or at law) exceeds the amount of the First Lien Obligations and/or the Second Lien Obligations secured by that Security Document which is discharged pursuant to the Appropriation.
“Standstill Period”	has the meaning provided in <u>Section 2.3(b)</u> .
“Subsidiary”	has the meaning ascribed to such term in the Initial First Lien Indenture as in effect on the date hereof or, after the Discharge thereof, any Equivalent Provisions of any Additional First Lien Debt Agreement.
“U.S. Bankruptcy/Liquidation Proceeding”	means, with respect to any U.S. Obligor and whether under the Bankruptcy Code or any other federal law or state bankruptcy, insolvency, receivership or other similar federal or U.S. State law, any (a) insolvency, bankruptcy, receivership, reorganization, readjustment, composition or other similar proceeding relating to such Obligor or its property or creditors in such capacity, (b) proceeding for any liquidation, dissolution or other winding up of such Obligor, voluntary or involuntary (whether or not involving insolvency or proceedings under the Bankruptcy Code or any other federal or U.S. State law), whether partial or complete and whether by operation of law or otherwise, (c) assignment for the benefit of creditors of such Obligor or (d) other marshalling of the assets of such Obligor.
“U.S. Obligor”	means an Obligor incorporated or organized under the laws of the United States of America, or any U.S. State.

“U.S. State” means any state of the United States of America or the District of Columbia.

“UCC” means the Uniform Commercial Code (or any similar or equivalent legislation) as in effect in any applicable U.S. State.

1.2. Additional Defined Terms

Schedule 1 is hereby incorporated and made part of this Agreement.

1.3. Dutch Terms

Without prejudice to the generality of any provision of this Agreement, in this Agreement where it relates to an Obligor incorporated under the laws of the Netherlands, a reference to a “winding-up”, “reorganization” or “dissolution” (and any of those terms) includes a Dutch entity being declared bankrupt (*failliet verklaard*), dissolved (*ontbonden*) or subjected to emergency regulations (*noodregeling*) on the basis of the Dutch Act on Financial Supervision (*Wet op het financieel toezicht*).

1.4. French Terms

Without prejudice to the generality of any provision of this Agreement, in this Agreement, where they relate to an Obligor incorporated under the laws of France, the references to:

(a) a winding-up, administration or dissolution will be construed so as to include a *procédure de redressement judiciaire*, any partial or whole sale of the business (*cession partielle ou totale de l'entreprise*) in the context of a *plan de cession*, a *procédure de liquidation judiciaire* or a *procédure de sauvegarde, sauvegarde accélérée* or *sauvegarde financière accélérée* or any procedure under *Livre Sixième* of the French Commercial Code;

(b) Bankruptcy/Liquidation Proceedings or composition, assignment or similar arrangements with any creditor (including references to the “relief of debtors”) will be construed so as to include a *procédure de conciliation* and *mandat ad hoc* under *Livre Sixième* of the French Commercial Code or any debt rescheduling under article 1343-5 of the French Civil Code; and

(3) any person appointed as a result of any proceedings described in paragraphs (a) and (b) above will be construed so as to include an *administrateur judiciaire, mandataire ad hoc, conciliateur, mandataire judiciaire* and a *liquidateur judiciaire*.

1.5. Swiss agency appointment

Notwithstanding the other provisions of this Agreement, each Secured Party has agreed in respect of any Security Documents governed by Swiss law which provide for an accessory security interest (*akzessorische Sicherheit*) that the respective Collateral Agent shall hold and administer and, as the case may be, release and (subject to the respective Lien having become enforceable) realize any such Collateral for itself and as direct representative (*direkter Stellvertreter*) for and on behalf of each Secured Party, and each present or future Secured Party has authorized the respective Collateral Agent to act as its direct representative (*direkter*

Stellvertreter) in relation to any and all matters in connection with such Security Documents, including, without limitation, (i) to accept and execute and hold, administer and, if necessary, enforce the security granted under such Security Documents, (ii) to agree to amendments, restatements and other alterations of such Security Documents, (iii) to effect any release of the security under, and the termination of, any such Security Document, and (iv) to exercise such other rights powers, authorities and discretions granted to the Collateral Agent hereunder or under the relevant Security Document.

2. RANKING

2.1. Similar Liens and Agreements

The parties hereto (including each Obligor) agree that it is their intention that the First Lien Collateral and the Second Lien Collateral be identical, except as otherwise set forth in this Agreement. In furtherance of the foregoing, the parties hereto agree, subject to the other provisions of this Agreement:

- (a) upon request by the Designated First Lien Representative or the Designated Second Lien Representative, to cooperate in good faith (and to direct their counsel to cooperate in good faith) from time to time in order to determine the specific items included in the First Lien Collateral and the Second Lien Collateral and the steps taken to perfect their respective Liens thereon and the identity of the respective Obligors obligated under the applicable First Lien Debt Documents and the Second Lien Debt Documents;
- (b) (i) in respect of Liens granted in a jurisdiction in which it is customary for the First Lien Collateral and the Second Lien Collateral to be separately documented, that the documents and agreements creating or evidencing such First Lien Collateral and Second Lien Collateral, subject to Section 8.3, shall be in all material respects the same forms of documents other than with respect to the first lien and the second lien nature of the Secured Obligations thereunder and the provisions set forth in Annex I hereto; and (ii) otherwise, that documents creating or evidencing Liens granted in respect of First Lien Collateral shall also create or evidence the Second Lien Collateral;
- (c) the existence of a maximum claim with respect to any real property subject to a mortgage which applies to all Secured Obligations shall not be deemed to be a difference in Collateral among any series, issue or class of First Lien Obligations or Second Lien Obligations;
- (d) no Obligor shall: (i) grant any additional Liens on any asset to secure any Second Lien Obligations unless such Obligor gives each First Lien Representative at least 5 Business Days prior written notice thereof and unless such notice also offers to grant a Lien on such asset to secure the First Lien Obligations concurrently with the grant of a Lien thereon in favor of the applicable Collateral Agent; or (ii) grant any additional Liens on any asset to secure any First Lien Obligations unless such Grantor gives each Second Lien Representative at least 5 Business Days prior written notice thereof and unless such notice also offers to grant a Lien on such asset to secure the Second Lien Obligations concurrently with the grant of a Lien thereon in favor of the applicable Collateral Agent; and

- (e) to the extent that the foregoing provisions of Section 2.1 or Section 2.9 are not complied with for any reason, without limiting any other rights and remedies available to any First Lien Representative or other First Lien Secured Party, each Second Lien Representative and other Second Lien Secured Party agrees that any amounts received by or distributed to any of them pursuant to or as a result of Liens granted in contravention of this Section 2.1 or Section 2.9 shall be subject to Section 7.1.

Schedule 5 is hereby incorporated in and made part of this Agreement.

2.2. **Ranking of Obligations**

- (a) All Liens securing the Second Lien Obligations on the Collateral are expressly subordinated and made junior in right, priority, operation and effect to any and all Liens securing the First Lien Obligations granted on such Collateral, notwithstanding any provision of the UCC or any other federal, U.S. State or foreign law or anything contained in this Agreement, the Initial Second Lien Indenture, any Additional Second Lien Debt Agreement or any Second Lien Security Document, or any other agreement or instrument to the contrary or otherwise, and irrespective of the time, order or method of creation, attachment or perfection of any Liens securing the Second Lien Obligations granted on the Collateral and any Liens securing the First Lien Obligations granted on the Collateral or any defect or deficiency or alleged defect or deficiency in any of the foregoing and irrespective of the subordination of any Lien securing any First Lien Obligations to any other Liens. Each Second Lien Representative and Second Lien Collateral Agent for itself and on behalf of the applicable Second Lien Secured Parties expressly agrees that any Lien purported to be granted on any Collateral as security for the First Lien Obligations shall be and remain senior in all respects and prior to all Liens on the Collateral securing any Second Lien Obligations for all purposes regardless of whether the Lien purported to be granted is found to be improperly granted, improperly perfected, preferential, a fraudulent conveyance or legally or otherwise deficient in any manner.
- (b) It is acknowledged that (i) the First Lien Obligations may be extended, renewed, replaced, restructured, refinanced or otherwise amended, restated, supplemented or modified or, subject to Section 2.9, secured with additional assets that shall become Collateral (such Collateral, (x) shall secure First Lien Obligations and shall become First Lien Collateral and (y) shall secure Second Lien Obligations and, shall become Second Lien Collateral), and (ii) the aggregate amount of the First Lien Obligations may be increased from time to time (subject to any limitations set forth in this Agreement and subject to the repayment priority set forth in Section 2.2(e)), all without affecting the ranking or subordination hereunder of the Liens securing the Second Lien Obligations or the provisions of this Agreement defining the relative rights of the First Lien Secured Parties and the Second Lien Secured Parties. The lien priorities provided for herein shall not be altered or otherwise affected by any amendment, modification, supplement, extension, increase, renewal, replacement, restructuring, refinancing or restatement of either the Second Lien Obligations or the First Lien Obligations, by the securing of any First Lien Obligations with any additional assets or guarantees (such assets to be part of the Collateral and (x) shall secure the First Lien Obligations, shall become First Lien Collateral and (y) shall secure the Second Lien Obligations and, shall become Second Lien Collateral), by the release of any First Lien Collateral subject to the terms of the First Lien Debt Documents as of the date hereof, by the failure of any person to comply with any

provision of this Agreement or any agreement evidencing, governing or securing any First Lien Obligation or Second Lien Obligation, or by any action that any Collateral Agent or Secured Party may take or fail to take in respect of any Collateral. Without limiting the foregoing, all existing and any future First Lien Obligations of any class are intended to be secured by the Collateral and all existing and any Second First Lien Obligations of any class are intended to be secured by the Collateral, and the Liens on the Collateral securing such First Lien Obligations will constitute Liens ranking senior to the Liens securing the Second Lien Obligations and each shall be entitled to the benefit of this Agreement.

- (c) It is agreed that the First Lien Representatives will have no obligations to exercise any remedies available to them as a condition to obtaining the benefits of this Section 2 and Section 7.
- (d) The Initial Second Lien Collateral Agent acknowledges receipt of copies of each of the First Lien Security Documents existing on the date hereof and the Designated First Lien Representative represents that it has provided the Initial Second Lien Collateral Agent each of the First Lien Security Documents existing on the date hereof. Each Second Lien Representative on behalf of the applicable Second Lien Secured Parties agrees that the Initial Second Lien Indenture, any Additional Second Lien Debt Agreement and the principal Second Lien Security Documents (to the extent it is not a Shared Security Document) to which such Second Lien Representative is a party will contain the provisions set forth in Annex I hereto under which the applicable Second Lien Secured Parties agree to, and subject their rights to the provisions of, this Agreement as set forth therein.
- (e) To the extent the Liens on Collateral are granted under a Shared Security Document, then the Secured Obligations shall rank in right and priority and payment as follows, first to the First Lien Obligations (other than Excess First Lien Obligations), second to the Second Lien Obligations (other than Excess Second Lien Obligations), third to the Excess First Lien Obligations, and fourth to the Excess Second Lien Obligations.

2.3. No Action with Respect to Second Lien Obligations

- (a) So long as the Discharge of First Lien Obligations (other than Excess First Lien Obligations) has not occurred, no Second Lien Representative nor any other Second Lien Secured Party shall commence or instruct any Second Lien Representative or Second Lien Collateral Agent to commence any Second Lien Enforcement Action. Notwithstanding the foregoing (i) any Second Lien Representative or Second Lien Collateral Agent may, subject to Section 2.7, take all such actions as it shall deem necessary or desirable to cause or continue the perfection of the Liens securing the Second Lien Obligations granted on any such Second Lien Collateral and (ii) except as specifically set forth in clause (b) below and Section 2.5, nothing in this Agreement shall prohibit the receipt by any Second Lien Representative or any Second Lien Secured Parties of the scheduled payments of interest and principal and required payments of other amounts owed in respect of the Second Lien Obligations so long as such receipt is not the direct or indirect result of the exercise by the Second Lien Representatives or any other Second Lien Secured Party of any Second Lien Enforcement Action in contravention of this Agreement.

- (b) A Second Lien Representative or Second Lien Collateral Agent may take any Second Lien Enforcement Action that would otherwise be prohibited by clause (a) above after a period of 180 consecutive days has elapsed since the date on which the Designated Second Lien Representative has delivered to the Designated First Lien Representative and the Parent written notice of an Event of Default under the Second Lien Debt Documents (the “Standstill Period”), *provided, however*, that (i) notwithstanding the expiration of the Standstill Period or anything herein to the contrary, in no event shall any Second Lien Representative or any other Second Lien Secured Party take any Second Lien Enforcement Action that would otherwise be prohibited by clause (a) above if (1) the Designated First Lien Representative or any other First Lien Secured Party or any party appointed under any of the Security Documents shall have commenced, and shall be diligently pursuing (or shall have sought or requested relief from or modification of the automatic stay or any other stay in any Bankruptcy/Liquidation Proceeding to enable the commencement and pursuit thereof) (each case, “**First Lien Collateral Enforcement**”) the enforcement or exercise of any rights or remedies with respect to: (aa) all or a material portion of the Collateral, or (bb) the shares in a material Obligor or any direct holding company of a material Obligor (prompt written notice thereof to be given to each Second Lien Representative and the Parent by the Designated First Lien Representative) or (2) any Obligor is then a debtor under or with respect to (or otherwise subject to) any Bankruptcy/Liquidation Proceeding and (ii) notwithstanding any other provision of this Agreement, after the expiration of the Standstill Period, so long as neither the Designated First Lien Representative nor any other First Lien Secured Parties have commenced any First Lien Collateral Enforcement or no longer are diligently pursuing First Lien Collateral Enforcement (or shall have not sought or requested relief from or modification of the automatic stay or any other stay in any Bankruptcy/Liquidation Proceeding to enable the commencement and pursuit thereof), the Second Lien Secured Parties (or the Designated Second Lien Representative on their behalf) may, subject to the provisions of Section 7 and subject to the Second Lien Secured Parties providing the Designated First Lien Representative with 10 Business Days’ prior written notice of its intention to take any Second Lien Enforcement Action and the Designated First Lien Representative not initiating First Lien Collateral Enforcement during such notice period, take any Second Lien Enforcement Action, including enforcing the Liens securing the Second Lien Obligations with respect to all or any portion of the Collateral, to the extent permitted hereunder. Notwithstanding anything to the contrary set forth herein, each Second Lien Representative and/or, as the case may be under applicable law, any other Second Lien Secured Party may at any time (a) file a claim, proof of claim, statement of interest or similar document or pleading against an Obligor designed to assert and preserve the claims with respect to the Second Lien Obligations, in each case not inconsistent with the terms of this Agreement or applicable law; (b) take any action (not adverse to the Liens on the Collateral securing any First Lien Obligations, the priority status thereof, or the rights of the First Lien Representatives or any of the other First Lien Secured Parties to exercise rights, powers and/or remedies in respect thereof) in order to create, prove, preserve, evidence, perfect or protect (but not enforce or receive any value on account of) its rights in and perfection and priority of its Lien on any of the Collateral; (c) file any necessary or appropriate responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding or other pleading made by any person objecting to or otherwise seeking the disallowance of the claims or Liens of the Second Lien Secured Parties, including any claims secured by the Collateral securing the Second

Lien Obligations; (d) file any pleadings, objections, motions or arguments which assert rights or interests available to unsecured creditors, in each case not inconsistent with the terms of this Agreement or applicable law; (e) vote on any Plan of Reorganization contemplated or distributed that is not inconsistent with the terms of this Agreement, make other filings and make any arguments, obligations, and motions (including in support of or opposition to, as applicable, the confirmation or approval of any Plan of Reorganization), that are not inconsistent with the terms of this Agreement; (f) if a Bankruptcy Event (other than a U.S. Bankruptcy/Liquidation Proceeding) has occurred in relation to Non-U.S. Obligors, the Designated Second Lien Representative and/or, as the case may be under applicable law, each Second Lien Secured Party may (except during the Standstill Period, if applicable), exercise (or instruct the Designated Second Lien Representative or any other Person to exercise) any right it may otherwise have against that Obligor to: (i) accelerate any of that Obligor's Second Lien Obligations or declare them prematurely due and payable or payable on demand; (ii) make a demand under any guarantee, indemnity or other assurance against loss given by that Obligor in respect of any Second Lien Obligations; (iii) exercise any right of set-off or take or receive any payment, prepayment, repayment, redemption, defeasance or discharge in respect of any Second Lien Obligations of that Obligor or (iv) claim and prove in the insolvency process of that Obligor for the Second Lien Obligations owing to it; (g) vote (or instruct any other Person to vote) on any Plan of Reorganization that is not inconsistent with the terms of this Agreement, file any proof of claim, make other filings and making any arguments, obligations, and motions (including in support of or in opposition to, as applicable, the confirmation or approval of any Plan of Reorganization), in each case, in connection with a Bankruptcy/Liquidation Proceeding (other than a US Bankruptcy/Liquidation Proceeding) and that are not inconsistent with the terms of this Agreement and (h) take any Second Lien Enforcement Action after the Discharge of the First Lien Obligations (other than Excess First Lien Obligations).

2.4. No Duties of Designated First Lien Representative

Each Second Lien Secured Party acknowledges and agrees that neither the Designated First Lien Representative nor any other First Lien Secured Party shall (except as otherwise set forth in Section 3 hereof and Schedule 2) have any duties or other obligations to such Second Lien Secured Party with respect to any Collateral, other than (except to the extent otherwise required by law) to transfer to the Designated Second Lien Representative or the Second Lien Collateral Agent (if the Discharge of Second Lien Obligations has not occurred) any net proceeds of any such Collateral that constitutes Second Lien Collateral remaining in its possession following any sale, transfer or other disposition of such Collateral and the Discharge of First Lien Obligations, or, if the First Lien Collateral Agent shall be in possession of all or any part of such Collateral after the Discharge of First Lien Obligations and there are then any Second Lien Obligations outstanding, such Collateral or any part thereof remaining, in each case without representation or warranty on the part of the Designated First Lien Representative or any other First Lien Secured Party. In furtherance of the foregoing, each Second Lien Representative, for itself and each other Second Lien Secured Party that it represents acknowledges and agrees that until the Discharge of First Lien Obligations, the First Lien Representatives and First Lien Collateral Agents shall be entitled, subject to the express terms of this Agreement, including Schedule 2, and except as expressly set forth herein, for the benefit of the holders of the First Lien Obligations, to sell, transfer or otherwise dispose of or deal with the Collateral as provided herein and in the First Lien

Security Documents, without regard to any Lien securing the Second Lien Obligations granted on the Collateral or any rights to which the holders of the Second Lien Obligations would otherwise be entitled as a result of such Lien. Without limiting the foregoing and subject to Clause 4 of Schedule 4 and Schedule 2, each Representative for itself and for each Second Lien Secured Party that it represents agrees that neither the Designated First Lien Representative nor any other First Lien Secured Party shall have any duty or obligation first to marshal or realize upon any type of Collateral (or any other collateral securing the First Lien Obligations), or to sell, dispose of or otherwise liquidate all or any portion of the Collateral (or any other collateral securing the First Lien Obligations), in any manner that would maximize the return to the Second Lien Secured Parties, notwithstanding that the order and timing of any such realization, sale, disposition or liquidation may affect the amount of net proceeds actually received by the Second Lien Secured Parties from such realization, sale, disposition or liquidation. Each Second Lien Representative, for itself and each other Second Lien Secured Party that it represents waives any claim such Second Lien Secured Party may now or hereafter have against the Designated First Lien Representative or any other First Lien Representative or any other First Lien Secured Party (or their representative) arising out of (a) any actions (other than those required or not permitted, as applicable, hereunder) which the Designated First Lien Representative or the other First Lien Secured Parties take or omit to take (including actions with respect to the creation, perfection or continuation of Liens on any Collateral, actions with respect to the foreclosure upon, sale, release or depreciation of, or failure to realize upon, any of the Collateral and actions with respect to the collection of any claim for all or any part of the First Lien Obligations from any account debtor, guarantor or any other party) in accordance with the First Lien Security Documents or any other agreement related thereto or to the collection of the First Lien Obligations or the valuation, use, protection or release of any Collateral (subject to Section 3 and Schedule 2), (b) any election by the Designated First Lien Representative or First Lien Secured Parties, in any proceeding instituted under the Bankruptcy Code, of the application of Section 1111(b) of the Bankruptcy Code, provincial or territorial law and/or (c) any borrowing by any Obligor as debtor in possession, or any related grant of a security interest or administrative expense priority under Section 364 of the Bankruptcy Code. The First Lien Secured Parties, on the one hand, and the Second Lien Secured Parties, on the other hand, shall each be responsible for keeping themselves informed of (a) the financial condition of Parent and its Subsidiaries and all endorsers and/or guarantors of the First Lien Obligations or the Second Lien Obligations and (b) all other circumstances bearing upon the risk of non-payment of the First Lien Obligations or the Second Lien Obligations.

2.5. **No Interference**

Each Second Lien Representative and each Second Lien Collateral Agent, for themselves and each other Second Lien Secured Party they represent agree that they will not: (a) take or cause to be taken: any action the purpose or effect of which is, or could be: (i) to make any Lien on the Collateral securing any of the Second Lien Obligations *pari passu* with; or (ii) to give such Second Lien Secured Party any preference or priority relative to, any Lien on the Collateral securing any of the First Lien Obligations and it will not challenge, or support any other Person in challenging, in any proceeding (including in any Bankruptcy/Liquidation Proceeding) the validity or enforceability of any First Lien Obligations or First Lien Security Document, or the validity, attachment, perfection or priority of any Lien on the Collateral securing or purporting to secure any of the First Lien Obligations, or the validity or enforceability of the priorities, rights or duties established by or other provisions of this Agreement, (b) except in connection with the taking of any Second Lien Enforcement Action

permitted under Section 2.3(b) (“**Second Lien Permitted Actions**”), interfere with, hinder or delay in any manner, whether by judicial proceedings or otherwise, any sale, transfer or other disposition of the Collateral or any other exercise of remedies permitted to be taken by any First Lien Representative, any First Lien Collateral Agent or any holder of First Lien Obligations pursuant to the First Lien Debt Documents against any Collateral or any forbearance thereof, in each case, by any holders of First Lien Obligations or any First Lien Representative or First Lien Collateral Agent acting on their behalf, (c) (i) direct any First Lien Representative, any First Lien Collateral Agent or any holder of First Lien Obligations to exercise any right, remedy or power with respect to the Collateral or (ii) except in connection with the taking of any Second Lien Permitted Actions, consent to the exercise by any First Lien Representative, any First Lien Collateral Agent or any holder of First Lien Obligations of any right, remedy or power with respect to the Collateral, it will not institute any suit or assert in any suit, bankruptcy, insolvency or other proceeding any claim against any First Lien Representative, any First Lien Collateral Agent or any holder of First Lien Obligations seeking damages from or other relief by way of specific performance, instructions or otherwise with respect to, and none of any First Lien Representative, any First Lien Collateral Agent or any holder of First Lien Obligations shall be liable for, any action taken or omitted to be taken by any such First Lien Representative, First Lien Collateral Agent or any such holder of First Lien Obligations with respect to any Collateral securing such First Lien Obligations; *provided* that nothing in this clause shall prevent any Second Lien Secured Party from asserting or seeking to enforce any provision of this Agreement or any provision of any Second Lien Security Document (to the extent not prohibited by this Agreement) and it will not attempt, directly or indirectly, whether by judicial proceedings or otherwise, to challenge the enforceability of any provision of this Agreement in its capacity as a lien creditor.

Each First Lien Representative and each First Lien Collateral Agent, for themselves and each other First Lien Secured Party they represent agree that they will not: (a) take or cause to be taken any action the purpose or effect of which is to: challenge, or support any other Person in challenging, in any proceeding (including in any Bankruptcy/Liquidation Proceeding) the validity or enforceability of any Second Lien Obligations or Second Lien Security Document, or the validity, attachment, perfection, ranking or junior priority of any Lien on the Collateral securing or purporting to secure any of the Second Lien Obligations, or the validity or enforceability of the priorities, rights or duties established by or other provisions of this Agreement, (b) interfere with, hinder or delay, in any manner, whether by judicial proceedings or otherwise, any sale, transfer or other disposition of the Collateral or any other exercise of remedies permitted to be taken by any Second Lien Representative, any Second Lien Collateral Agent or any holder of Second Lien Obligations pursuant to the Second Lien Debt Documents against any Collateral or any forbearance thereof, in each case, by any holders of Second Lien Obligations or the Second Lien Representative or Second Lien Collateral Agent acting on their behalf pursuant to any Second Lien Permitted Action, (c) (i) direct any Second Lien Representative, any Second Lien Collateral Agent or any holder of Second Lien Obligations to exercise any right, remedy or power with respect to the Collateral or (ii) consent to the exercise by any Second Lien Representative, any Second Lien Collateral Agent or any holder of Second Lien Obligations of any right, remedy or power with respect to the Collateral, it will not institute any suit or assert in any suit, bankruptcy, insolvency or other proceeding any claim against any Second Lien Representative, any Second Lien Collateral Agent or any holder of Second Lien Obligations seeking damages from or other relief by way of specific performance, instructions or otherwise with respect to, and none of any Second Lien Representative, any Second Lien Collateral Agent or any holder

of Second Lien Obligations shall be liable for, any action taken or omitted to be taken by any such Second Lien Representative, any such Second Lien Collateral Agent or any such holder of Second Lien Obligations with respect to any Collateral securing such Second Lien Obligations; *provided* that nothing in this clause shall prevent any First Lien Secured Party from asserting or seeking to enforce any provision of this Agreement or any provision of any First Lien Security Document (to the extent not prohibited by this Agreement) and it will not attempt, directly or indirectly, whether by judicial proceedings or otherwise, to challenge the enforceability of any provision of this Agreement in its capacity as a lien creditor; *provided* further that no Representative shall be personally liable for any breach of a representation or warranty by a Holder or a Secured Party (other than itself) of any representation or warranty made in this Agreement on their behalf.

2.6. Automatic Release of Second Liens

- (a) The Designated First Lien Representative, for itself and on behalf of the First Lien Secured Parties, will have the exclusive right (subject to the provisions of the First Lien Debt Documents) to make determinations regarding the release of any Collateral, without consultation with, consent, sanction, authority or further confirmation from, or notice to, any Second Lien Representative or any other Second Lien Secured Party.
- (b) If (i) in connection with any sale, lease, exchange, transfer or other disposition (any of the foregoing, a “**Disposition**”) of any Collateral or any Authorised Merger, in each case permitted under the terms of the First Lien Debt Documents as in effect on the date hereof or as amended, restated, supplemented or otherwise modified in a manner not inconsistent with this Agreement, (ii) in connection with a Disposition or Authorised Merger consented to by the Required First Lien Creditors, (iii) in connection with the exercise of the Designated First Lien Representative’s or any First Lien Collateral Agent’s remedies in respect of the Collateral, including any Distressed Disposal or (iv) in connection with a sale under Section 363 of the Bankruptcy Code (clauses (i) through (iv) above, each a “**Release Event**”), any First Lien Collateral Agent and/or the International Security Agent, for itself and on behalf of the other First Lien Secured Parties releases any of the First Liens (a “**Release**”), then, as applicable and subject always to Schedule 2: (AA) the Liens (or any other claims) on such Collateral securing any Second Lien Obligations shall be automatically, unconditionally and simultaneously released and terminated, or (BB) in any situation where such automatic release is not effective, the First Lien Collateral Agent and/or the International Security Agent are hereby irrevocably authorized (without further consent, sanction, authority or confirmation from any party) to release and terminate the Liens (or any other claim) over the Collateral securing any Second Lien Obligations and execute and deliver or enter into any release of such Liens or claim and issue any letters of non-crystallisation of any floating charge or any ancillary document or consent to dealing that may, in the reasonable discretion of the First Lien Collateral Agent and/or the International Security Agent and not in contravention of applicable law (each actions taken, to be at the sole expense of the Obligors), be considered necessary or desirable, but in each case the Liens shall not be deemed to have been released from the proceeds of such Collateral that were not applied to reduce permanently the First Lien Obligations, and each Second Lien Representative, each Second Lien Collateral Agent and the International Security Agent shall, for itself and on behalf of the other Second Lien Secured Parties it represents, promptly execute and deliver to the Designated First Lien Representative, the First Lien

Collateral Agents and the applicable Obligors such termination statements, releases, assignments and other documents as the Designated First Lien Representative, First Lien Collateral Agent or such Obligor may reasonably request to effectively confirm such Release; provided that the Releases with respect to the Collateral securing such Second Lien Obligations shall be substantially similar and in no event shall release more Collateral than the Release of the Collateral securing the related First Lien Obligations and any conditions to the Release of the Collateral securing the First Lien Obligations (after giving effect to any amendments, waivers, supplements or modifications thereto) shall be a condition permitted to be included in the Second Lien Release (it being understood and agreed, for the avoidance of doubt, that this provision shall in no way give the Second Lien Secured Parties consent rights to Release of Collateral). Similarly, if the Equity Interests of any Person are foreclosed upon and in accordance with applicable law or otherwise disposed of pursuant to a Release Event and in connection therewith the First Lien Collateral Agents release the First Liens on the property or assets of such Person or releases such Person from its guarantee of First Lien Obligations, then subject to Schedule 2 (if applicable) the Second Liens on such property or assets of such Person and such Person's guarantee of Second Lien Obligations shall be automatically released to the same extent.

- (c) Schedule 2 is hereby incorporated in and made part of this Agreement.
- (d) Until the Discharge of First Lien Obligations, each Second Lien Representative and the Second Lien Collateral Agent, for itself and on behalf of the Second Lien Secured Parties it represents hereby irrevocably constitutes and appoints the Designated First Lien Representative and the First Lien Collateral Agent (each acting individually) and any officer or agent of the Designated First Lien Representative or the First Lien Collateral Agent with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Second Lien Representative, Second Lien Collateral Agent or such holder or in the Designated First Lien Representative's or First Lien Collateral Agent's own name, from time to time in the Designated First Lien Representative's or First Lien Collateral Agent's discretion, for the purpose of carrying out the terms of this Section 2.6 to take any and all appropriate action and to execute any and all documents and instruments which may be necessary to accomplish the purposes of this Section 2.6, including any endorsements or other instruments of transfer or release.

2.7. **Certain Agreements with Respect to Bankruptcy or Insolvency Proceedings**

- (a) In the event of a U.S. Bankruptcy/Liquidation Proceeding, each Second Lien Representative and the other Second Lien Secured Parties shall not, unless and until all First Lien Obligations (other than the Excess First Lien Obligations) have been Discharged, directly or indirectly:
 - (i) object to, oppose, support any objection, or take any other action to impede relief from the automatic or other stay as provided in Section 362 of the Bankruptcy Code or under any other applicable U.S. federal, state, provincial or territorial laws sought by any First Lien Secured Party or any First Lien Representative on their behalf or seek any relief from or modification of the automatic or other stay as provided in Section 362 of the Bankruptcy Code or under any other applicable U.S. federal, state, provincial or territorial laws, except to the extent (A) the First Lien Secured Parties or the Designated First Lien Representative request and obtain relief or modification of

the automatic or other stay or (B) the Second Lien Secured Parties have provided the DIP Financing in accordance with clause (a)(v) below and are entitled to exercise their rights in accordance therewith (and proceeds of enforcement are first paid to the First Lien Secured Parties);

(ii) seek or accept any form of adequate protection under either or both of Sections 362 and 363 of the Bankruptcy Code or under any other applicable U.S. federal, state, provincial or territorial laws or otherwise with respect thereto, except that the Second Lien Representative and the other Second Lien Secured Parties may seek and accept adequate protection (A) in the form of additional and/or replacement Liens and super priority claims (as to which any First Lien Secured Party hereby consents), so long as (x) adequate protection has been (or simultaneously will be) granted to any First Lien Representative and any First Lien Secured Parties and (y) such adequate protection shall be junior to the Liens on the Collateral securing or granted as adequate protection for the First Lien Obligations, (B) to the extent consented to by the Designated First Lien Representative or (C) in the form of payments of current incurred reasonable out of pocket fees and expenses of advisors to the extent that the First Lien Secured Parties are granted adequate protection in the form of current incurred reasonable out of pocket fees and expenses of advisors;

(iii) object to, oppose, support any objection, or take any other action to impede any adequate protection sought by or granted to any First Lien Secured Party in any form in connection with the use of cash collateral or post-petition financing under Section 362, 363 or 364 of the Bankruptcy Code or under any other applicable law or otherwise,

(iv) object to, oppose, support any objection, or take any other action to impede the use of cash collateral by an Obligor that the Designated First Lien Representative desires to consent to unless the Second Lien Secured Parties are required to release their lien on the cash collateral to a greater extent than the First Lien Secured Parties,

(v) object to, oppose, support any objection, or take any other action to impede (and will consent, solely in its capacity as a secured creditor, to) any debtor in possession financing provided by any of the First Lien Secured Parties or provided by a third party pursuant to Section 364 of the Bankruptcy Code or under any other applicable U.S. federal, state, provincial or territorial law or otherwise (including on a priming basis) (a "DIP Financing") unless the First Lien Required Creditors shall have opposed or objected to such DIP Financing or (y) offer or provide any DIP Financing, except that the Second Lien Secured Parties may offer DIP Financing if (i) none of the First Lien Secured Parties provide DIP Financing and (ii) any such DIP financing does not (A) provide for liens or claims that are senior or equal to the liens or adequate protection claims relating to the First Lien Obligations, (B) exceed 50% of the principal amount of Second Lien Obligations outstanding on the date of the commencement of the applicable U.S. Bankruptcy/Liquidation Proceeding by the applicable Obligor, (C) require a specific Plan of Reorganization or the sale of assets prior to a default under the definitive documentation evidencing the DIP Financing, (D) require payment in cash upon plan confirmation (but instead will provide for payment in any form of cash, debt or equity having value equal to the amount of the DIP Financing unless the First Lien Obligations are required to be first paid in full in cash), (E) prohibit any First Lien Secured Party from

objecting to same or (F) have provisions that are otherwise inconsistent with terms of this Agreement,

(vi) object to, oppose, support any objection, or take any other action to impede the determination of the extent of any Liens held by any of the First Lien Secured Parties or the value of any claims of First Lien Secured Parties in respect of the First Lien Obligations under Section 506(a) of the Bankruptcy Code or under any other applicable law or otherwise,

(vii) object to, oppose, support any objection, or take any other action to impede the allowance and payment of interest (including, without limitation, any interest which accrues (or would accrue but for the operation of applicable bankruptcy or insolvency laws) after the commencement of any Bankruptcy/Liquidation Proceeding, whether or not allowed or allowable as a claim in any such proceeding), fees, and expenses as provided under Section 506(b) of the Bankruptcy Code or under any other applicable law or otherwise to any First Lien Secured Party.

(viii) directly or indirectly propose, sponsor, support, agree to or vote in favor of any Plan of Reorganization that (A) is inconsistent with the express terms of this Agreement or (B) does not require the payment in full in cash of the First Lien Obligations, in each case, unless the Required First Lien Creditors desire to consent (or not object) to such Plan of Reorganization,

(ix) object to, oppose, support any objection to, or take any other action to impede (and instead shall be deemed to have consented) any disposition of any Collateral (including any credit bid under Section 363(k) of the Bankruptcy Code or under any other applicable U.S. federal, state, provincial or territorial law or otherwise) free and clear of the Liens on the Collateral securing the Second Lien Obligations or other claims under Section 363 of the Bankruptcy Code or otherwise (so long as the respective interests of the Second Lien Secured Parties (including the Second Liens) attach to any net proceeds thereof subject to the relative priorities in this Agreement and the right of the Second Lien Secured Parties to credit bid upon their interests is not limited in such sale subject to the Discharge of the First Lien Obligations (other than Excess First Lien Obligations) in such sale), if the requisite First Lien Secured Parties, or a representative authorized by the First Lien Secured Parties, have consented to such disposition.

To the extent any Liens granted in favor of the First Lien Secured Parties that are providing, or any third party provider of, DIP Financing are senior to, or rank *pari passu* with, the Liens on the Collateral securing the First Lien Obligations or provided as adequate protection therefor, each Second Lien Representative and Second Lien Collateral Agent will, for itself and on behalf of the other Second Lien Secured Parties, subordinate the Liens on the Collateral securing the Second Lien Obligations to the Liens on the Collateral securing the First Lien Obligations or provided as adequate protection therefor and such Liens on the Collateral granted to the First Lien Secured Parties providing such DIP Financing, or such third party provider, on the terms of this Agreement and to any “carve-out” for the fees and expenses of the Obligors and any committee agreed to by the First Lien Representatives or the other First Lien Secured Parties. This Agreement constitutes a “subordination agreement” under Section 510 of the Bankruptcy Code as well as all other applicable U.S. federal, state, provincial or territorial laws.

- (b) Each Representative and Collateral Agent, for itself and on behalf of each Secured Party that it represents, acknowledges and agrees that (i) the grants of Liens pursuant to the First Lien Debt Documents and the Second Lien Debt Documents constitute separate and distinct grants of Liens and (ii) because of, among other things, their differing rights in the Collateral, the Second Lien Obligations are fundamentally different from the First Lien Obligations and must, whenever possible, be separately classified in any Plan of Reorganization or similar dispositive restructuring plan proposed, confirmed, or adopted in a Bankruptcy/Liquidation Proceeding. To further effectuate the intent of the parties as provided in the immediately preceding sentence, if it is held that any claims of the First Lien Secured Parties and the Second Lien Secured Parties in respect of the Collateral constitute a single class of claims (rather than separate classes of senior and junior secured claims), then each Representative and Collateral Agent, for itself and on behalf of each Secured Party it represents, hereby acknowledges and agrees that all distributions from the Collateral shall be made as if there were separate classes of senior and junior secured claims against the Obligor in respect of such Collateral (with the effect being that, to the extent that the aggregate value of the Collateral is sufficient (for this purpose ignoring all claims held by the Second Lien Secured Parties), the First Lien Secured Parties shall be entitled to receive, in addition to amounts distributed to them in respect of principal, pre-petition interest and other claims, all amounts owing in respect of post-petition interest, fees, and expenses (whether or not allowed or allowable in such Bankruptcy/Liquidation Proceeding) before any distribution is made from the Collateral in respect of the Second Lien Obligations, with each Second Lien Representative and Second Lien Collateral Agent, for themselves and on behalf of each Second Lien Secured Party they represent, hereby acknowledging and agreeing to turn over to the Designated First Lien Representative amounts otherwise received or receivable by them from the Collateral to the extent necessary to effectuate the intent of this sentence, even if such turnover has the effect of reducing the claim or recovery of the Second Lien Secured Parties.
- (c) No Second Lien Representative nor any other Second Lien Secured Party shall oppose or seek to challenge any claim by any First Lien Representative or any other First Lien Secured Party for allowance in any Bankruptcy/Liquidation Proceeding of First Lien Obligations consisting of claims for post-petition interest, fees, or expenses under Section 506(b) of the Bankruptcy Code or any similar provision (if any) of any other applicable law or otherwise to the extent such claim relates to First Lien Obligations (other than Excess First Lien Obligations). No First Lien Representative nor any other First Lien Secured Party shall oppose or seek to challenge any claim by any Second Lien Representative or any other Second Lien Secured Party for allowance in any Bankruptcy/Liquidation Proceeding of Second Lien Obligations consisting of claims for post-petition interest, fees, or expenses under Section 506(b) of the Bankruptcy Code or any similar provisions of any other applicable U.S. federal, state, provincial or territorial law, to the extent of the value of the Lien of the Second Lien Representative(s) or Second Lien Collateral Agent(s) on behalf of the Second Lien Secured Parties on the Collateral (after taking into account the First Lien Obligations).
- (d) If, in any U.S. Bankruptcy/Liquidation Proceeding, debt obligations of the reorganized debtor secured by Liens upon any property of the reorganized debtor ("Reorganization Securities") are distributed pursuant to a Plan of Reorganization, arrangement, compromise or liquidation or similar dispositive restructuring plan, both

on account of First Lien Obligations and on account of Second Lien Obligations, then, to the extent the debt obligations distributed on account of the First Lien Obligations and on account of the Second Lien Obligations are secured by Liens upon the same property, the provisions of this Agreement will survive the distribution of such debt obligations pursuant to such plan and will apply with like effect to the Liens securing such debt obligations.

- (e) Each of the Designated First Lien Representative, on behalf of the First Lien Secured Parties, and the Second Lien Representative, on behalf of the Second Lien Secured Parties, agrees that (i) it shall not assert or enforce (or cause any other Person to assert) any claim under Section 506(c) of the Bankruptcy Code or any similar provisions of any other applicable U.S. federal, state, provincial or territorial law senior to or on a parity with the First Liens or the Second Lien, as applicable, of the other Secured Parties for costs or expenses of preserving or disposing of such Collateral and (ii) it waives any claim it may hereafter have against the other Secured Party arising out of the election by such Secured Party of the application of Section 1111(b)(2) of the Bankruptcy Code or any similar provisions of any other applicable U.S. federal, state, provincial or territorial law with respect to the Collateral.
- (f) Schedule 3 is hereby incorporated in and made part of this agreement.

2.8. **Reinstatement**

In the event that (i) the Discharge or any payment of First Lien Obligations shall have occurred and any of such First Lien Obligations shall subsequently, for whatever reason (including, but not limited to, an order or judgment for disgorgement or avoidance of a preference under the Bankruptcy Code, fraudulent transfer, or any other law, or the settlement of any claim in respect thereof), be required to be returned or repaid, the terms and conditions of this Agreement shall be fully applicable thereto with respect to the amount returned or repaid until there shall thereafter have been a Discharge of First Lien Obligations and (ii) the Designated First Lien Representative, the First Lien Collateral Agent(s) or the other First Lien Secured Parties have released any Lien on Collateral and any such Liens are later reinstated, then the Second Lien Collateral Agent, for itself and the benefit of the Second Lien Secured Parties, shall be granted a second priority Lien on such Collateral, subject to the subordination provisions of this Agreement.

2.9. **New Liens**

Each Obligor agrees that, so long as the Discharge of First Lien Obligations has not occurred, it shall not (i) grant any additional Liens on any asset or property of any Obligor to secure any Second Lien Obligation unless a Lien has been granted or concurrently will grant a lien on such asset or property to secure the First Lien Obligations, with each such Lien to be subject to the provisions of this Agreement, or (ii) grant any additional Liens on any asset or property of any Obligor to secure any First Lien Obligations unless a Lien has been granted or concurrently will grant a lien on such asset to secure the Second Lien Obligations, with each such Lien to be subject to the provisions of this Agreement. If any Second Lien Representative or any Second Lien Secured Party shall hold or be granted any Lien on any assets or property of any Obligor securing any Second Lien Obligations that are not also subject to the first-priority Liens securing all First Lien Obligations under the First Lien Debt Documents, such Second Lien Representative or Second Lien Secured Party (i) shall notify the Designated First Lien Representative promptly upon becoming aware thereof and, unless

such Obligor shall promptly grant a similar Lien on such assets or property to each First Lien Representative as security for the First Lien Obligations, shall assign such Lien to the Designated First Lien Representative (or a First Lien Collateral Agent designated by it) as security for all First Lien Obligations for the benefit of the First Lien Secured Parties (but may retain a junior lien on such assets or property subject to the terms hereof) and (ii) until such assignment or such grant of a similar Lien to each First Lien Representative, shall be deemed to hold and have held such Lien for the benefit of each First Lien Representative and the other First Lien Secured Parties as security for the First Lien Obligations. To the extent that the foregoing provisions are not complied with for any reason, without limiting any other rights and remedies available to the First Lien Representatives and/or the other First Lien Secured Parties, each Second Lien Representative and Second Lien Collateral Agent, on behalf of the Second Lien Secured Parties, agrees that any amounts received by or distributed to any of them pursuant to or as a result of Liens granted in contravention of this Section 2.9 shall be subject to Section 7.1.

2.10. **Injunctive Relief**

Should any Secured Party, contrary to this Agreement, in any way take, attempt to or threaten to take any action with respect to the Collateral (including any attempt to realize upon or enforce any remedy with respect to this Agreement), or fail to take any action required by this Agreement, any Representative or any other Secured Party (in its or their own name) may obtain relief against such Secured Party by injunction, specific performance and/or other appropriate equitable relief, it being understood and agreed by each Representative on behalf of each Secured Party that (a) the Secured Parties' damages from its actions may by that time be difficult to ascertain and may be irreparable and (b) each Secured Party waives any defense that the Secured Party cannot demonstrate damage and/or be made whole by the awarding of damages.

2.11. **Second Lien Representative and the Second Lien Secured Parties Additional Rights as Creditors**

- (a) Each Second Lien Representative and the Second Lien Secured Parties may exercise rights and remedies as unsecured creditors in Bankruptcy/Liquidation Proceedings against any Obligor that is obligated to pay or has guaranteed the Second Lien Obligations in accordance with the terms of the Second Lien Debt Documents and any Requirements of Law; *provided* that no Second Lien Representative or Second Lien Secured Party shall, in any capacity, exercise any rights or remedies or take any actions expressly prohibited by Sections 2.7(a)(iii), (a)(iv), (a)(v) or (a)(ix) of this Agreement.
- (b) Except as otherwise set forth in this Agreement, but subject to the terms of the First Lien Debt Documents, nothing in this Agreement shall prohibit or subordinate (whether before or after the occurrence of Bankruptcy/Liquidation Proceedings) the receipt, or the right to receive, by the Second Lien Representatives or any other Second Lien Secured Parties of the scheduled payments of interest, principal and premiums (if any) or other payments due under the Second Lien Debt Documents so long as such receipt is not the direct or indirect result of the exercise by the Second Lien Representatives or any other Second Lien Secured Parties of rights or remedies as a secured creditor (including set-off) or enforcement in contravention of this Agreement of any Lien held by any of them and such receipt is not proceeds of any Collateral or in such Person's capacity as a secured creditor in respect of Collateral.

In the event any Second Lien Representative or any Second Lien Secured Party becomes a judgment lien creditor or other secured creditor, in each case, in respect of Collateral as a result of its enforcement of its rights as an unsecured creditor in respect of the Second Lien Obligations, such judgment Lien shall become subject to the terms of this Agreement for all purposes (including in relation to the First Lien Obligations) as the other Liens securing the Second Lien Obligations are subject to this Agreement.

2.12. **Insurance and Condemnation Awards**

Unless and until the Discharge of First Lien Obligations has occurred, the Designated First Lien Representative and the First Lien Secured Parties shall have the sole and exclusive right, subject to the rights of the Obligors under the First Lien Debt Documents, (a) to adjust settlement for any insurance policy covering the Collateral in the event of any loss thereunder, and (b) to approve any award granted in any condemnation or similar proceeding affecting the Collateral. Unless and until the Discharge of First Lien Obligations has occurred, all proceeds of any such policy and any such award, if in respect of the Collateral, shall be paid (i) first, prior to the occurrence of the Discharge of First Lien Obligations, to the Designated First Lien Representative for the benefit of First Lien Secured Parties pursuant to the terms of the First Lien Debt Documents, (ii) second, after the occurrence of the Discharge of First Lien Obligations, to the Designated Second Lien Representative or any Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties pursuant to the terms of the applicable Second Lien Debt Documents, and (iii) third, after the occurrence of the Discharge of the Second Lien Obligations, to the owner of the subject property, such other Person as may be entitled thereto or as a court of competent jurisdiction may otherwise direct. For the avoidance of doubt, prior to the Discharge of the First Lien Obligations, if any Second Lien Representative or any Second Lien Secured Party shall, at any time, receive any proceeds of any such insurance policy or any such award in contravention of this Agreement, it shall pay such proceeds over to the Designated First Lien Representative in accordance with the terms of Section 7.

2.13. **Enforcement of Collateral**

Schedule 4 is hereby incorporated in and made part of this Agreement.

3. **SUB-AGENCY FOR PERFECTION OF CERTAIN SECURITY INTERESTS**

Each First Lien Representative and First Lien Collateral Agent acknowledges and agrees that if it shall at any time hold a Lien on any Second Lien Collateral that can be perfected by the possession or control of such Collateral or, to the extent applicable under any Security Documents, of any account in which such Collateral is held, and if such Collateral or any such account is in fact in the possession or under the control of such First Lien Representative or First Lien Collateral Agent (such Second Lien Collateral being the “Pledged Collateral”), such First Lien Representative or First Lien Collateral Agent will serve as gratuitous sub-agent or bailee for each applicable Second Lien Representative or Second Lien Collateral Agent for the sole purpose of perfecting the Lien, if any, of such Second Lien Representative or Second Lien Collateral Agent in such Pledged Collateral and shall have possession or control of such Pledged Collateral as agent on behalf of each applicable Second Lien Representative or Second Lien Collateral Agent. It is agreed that the obligations of each First Lien Representative and First Lien Collateral Agent and the rights of each Second Lien Representative, Second Lien Collateral Agent and the other Second Lien Secured Parties in connection with any such sub-agency arrangement will be in all respects subject to the

provisions of this Agreement. Subject to the terms of this Agreement, until the Discharge of First Lien Obligations has occurred, the First Lien Representatives and First Lien Collateral Agents shall be entitled to deal with the Pledged Collateral in accordance with the terms of the First Lien Debt Documents as if the Liens of the Second Lien Secured Parties under the Second Lien Security Documents did not exist. The First Lien Representatives and First Lien Collateral Agents will be deemed to make no representation as to the adequacy of the steps taken by it or any of them to perfect the Lien on any such Pledged Collateral and shall have no responsibility to the Second Lien Representatives or any other Second Lien Secured Party for such perfection; it being understood that the sole purpose of this Section 3 is to enable the Second Lien Secured Parties to obtain a perfected second priority Lien on such Pledged Collateral to the extent that such perfection results from the possession or control of such Pledged Collateral or, to the extent applicable under any Security Documents, any such account by the First Lien Representatives or First Lien Collateral Agents. At such time as the Discharge of First Lien Obligations shall have occurred, the applicable First Lien Representatives and First Lien Collateral Agents shall take all such actions in their power as shall reasonably be requested by the Designated Second Lien Representative to transfer possession of such Pledged Collateral to the Designated Second Lien Representative or Second Lien Collateral Agent or to transfer direct control of such Pledged Collateral or, to the extent applicable under any Security Documents, any such account to the Designated Second Lien Representative or Second Lien Collateral Agent (if there are then any Second Lien Obligations outstanding); *provided* that if any such Pledged Collateral or any such account shall be subject to any other Lien senior to the Liens of the Designated Second Lien Representative or any other Second Lien Secured Party on the Collateral, then the First Lien Representatives or First Lien Collateral Agents may instead transfer possession of such Pledged Collateral to the Person or Persons holding such senior Lien or their representative or take such actions in its power as shall reasonably be requested to transfer direct control of such Pledged Collateral or any such account to the Person or Persons holding such senior Lien or their representative. The Second Lien Representatives and Second Lien Collateral Agents agree that if they shall obtain possession or direct control of any Pledged Collateral or any account pursuant to the foregoing provisions and such Pledged Collateral or account shall thereafter become subject to a Lien securing the First Lien Obligations, it will take all such actions as shall reasonably be requested by the Designated First Lien Representative to transfer possession of such Pledged Collateral to the Designated First Lien Representative or the First Lien Collateral Agent or take such actions in its power as shall reasonably be requested to transfer direct control of such Pledged Collateral or any such account to the Designated First Lien Representative or First First Lien Collateral Agent, all at the cost and expense of the Issuer. Each First Lien Representative and First Lien Collateral Agent shall not have by reason of the Second Lien Debt Documents or this Agreement, or any other document, a fiduciary relationship in respect of any Second Lien Representative or any Second Lien Secured Party, and each, Second Lien Representative, for itself and on behalf of each Second Lien Secured Party for which it is representative, hereby waives and releases the Designated First Lien Representatives from all claims and liabilities arising pursuant to the Designated First Lien Representatives' roles under this Section 3 as sub-agents and gratuitous bailees with respect to the Collateral. This Section 3 shall apply, *mutatis mutandis*, to each First Lien Collateral Agent holding a Lien on any Pledged Collateral for each applicable Second Lien Collateral Agent.

4. **EXISTENCE AND AMOUNTS OF LIENS AND OBLIGATIONS**

Whenever any Representative or Collateral Agent shall be required, in connection with the exercise of its rights or the performance of its obligations hereunder, to determine the existence or amount of any First Lien Obligations or Second Lien Obligations, or the existence of any Lien securing any such obligations, or the Collateral subject to any such Lien, it may request that such information be furnished to it in writing by the First Lien Representatives or the Second Lien Representatives and shall be entitled to make such determination on the basis of the information so furnished; *provided, however*, that if, notwithstanding the request of such Representative, such Representative shall fail or refuse reasonably promptly to provide the requested information, such Representative shall be entitled to determine such existence or amount by such method as it may, in the exercise of its good faith judgment, determine, including by reliance upon a certificate of the Issuer or the Parent. Each Representative may rely conclusively, and shall be fully protected in so relying, on any determination made by it in accordance with the provisions of the preceding sentence (or as otherwise directed by a court of competent jurisdiction) and shall have no liability to any Secured Party or any Affiliate thereof as a result of such determination.

5. **CONSENT OF OBLIGORS**

Each Obligor hereby consents to the provisions of this Agreement and the intercreditor arrangements provided for herein and agrees that the obligations of the Obligors under the Debt Documents will in no way be diminished or otherwise affected by such provisions or arrangements.

6. **REPRESENTATIONS AND WARRANTIES OF EACH REPRESENTATIVE AND COLLATERAL AGENT**

Each Representative and Collateral Agent represents and warrants to the other parties hereto that it has the requisite power and authority to enter into, execute, deliver, and carry out the terms of this Agreement on behalf of itself and the applicable First Lien Secured Parties (in the case of the First Lien Representatives and First Lien Collateral Agents) and the applicable Second Lien Secured Parties (in the case of each Second Lien Representatives and the Second Lien Collateral Agents).

7. **APPLICATION OF PROCEEDS**

7.1. **Payment Over**

- (a) Unless and until the Discharge of First Lien Obligations (other than Excess First Lien Obligations) has occurred (irrespective of whether any Bankruptcy/Liquidation Proceeding has been commenced by or against any Obligor), any Collateral, or proceeds thereof, including assets or proceeds subject to Liens referred to in Section 2.1(e), Section 2.9 or Section 2.11, received by any Second Lien Representative or Second Lien Secured Party in connection with an Enforcement Action (as defined in Schedule 1) with respect to the Collateral by any Second Lien Representative or Second Lien Secured Party, shall be segregated and held in trust and forthwith paid over to, or with respect to the Liens referenced in this clause (a) forthwith assigned to, the Designated First Lien Representative for the benefit of the First Lien Secured Parties in the same form as received, with any necessary endorsements or as a court of competent jurisdiction may otherwise direct. The Designated First Lien

Representative is hereby authorized to make any such endorsements as agent for the Second Lien Secured Parties and this authorization is coupled with an interest and is irrevocable until the Discharge of the First Lien Obligations (other than Excess First Lien Obligations).

- (b) Unless and until the Discharge of the First Lien Obligations (other than Excess First Lien Obligations) has occurred, if an Obligor (or any of its assets) is the subject of a Bankruptcy/Liquidation Proceeding and if any distribution (other than a distribution on account of an unsecured claim of a Second Lien Representative or Second Lien Secured Party) is received by a Second Lien Representative or Second Lien Secured Party on account of their Second Lien Secured Claims in connection with such Bankruptcy/Liquidation Proceeding (unless such distribution is made under a confirmed Plan of Reorganization or liquidation of such Obligor that is accepted by the requisite affirmative vote of all classes composed solely of the secured claims of the First Lien Secured Parties or otherwise provides for the Discharge of the First Lien Obligations (other than Excess First Lien Obligations)), then such distribution shall be segregated and held in trust and forthwith paid over to the Designated First Lien Representative for the benefit of the First Lien Secured Parties in the same form as received, with any necessary endorsements or as a court of competent jurisdiction may otherwise direct. For the avoidance of doubt, unless and until the Discharge of the First Lien Obligations (other than Excess First Lien Obligations) has occurred, each Second Lien Representative and Second Lien Secured Party shall be required to turn over to the Designated First Lien Representative and the Designated First Lien Representative shall be entitled to apply (or, in the case of non-cash proceeds, hold) in accordance with Section 7.2 any cash or non-cash distribution (other than a non-cash distribution on account of an unsecured claim of a Second Lien Representative or Second Lien Secured Party) received by the Second Lien Secured Parties on account of their Second Lien Secured Claims pursuant to a confirmed Plan of Reorganization or liquidation of an Obligor (unless such distribution is made under a confirmed Plan of Reorganization or liquidation of such Obligor that is accepted by the requisite affirmative vote of all classes composed solely of the secured claims of the First Lien Secured Parties or otherwise provides for the Discharge of the First Lien Obligations (other than Excess First Lien Obligations) irrespective of whether such Plan of Reorganization (or any final non-appealable order by a court of competent jurisdiction in respect thereof) purports to find that the distribution to the First Lien Secured Parties pays the First Lien Obligations in full. The Designated First Lien Representative (or a First Lien Collateral Agent on its behalf) is hereby authorized to make any such endorsements as agent for the Second Lien Secured Parties and this authorization is coupled with an interest and is irrevocable until the Discharge of the First Lien Obligations (other than Excess First Lien Obligations).

7.2. Application of Proceeds

- (a) Regardless of whether a Bankruptcy/Liquidation Proceeding has been commenced by or against any Obligor, any Collateral, or proceeds thereof, received in connection with any Enforcement Action and any Collateral or proceeds thereof (or amounts distributed on account of a Lien in the Collateral or the proceeds thereof) received in connection with any Bankruptcy/Liquidation Proceeding involving an Obligor shall (at such time as such Collateral or proceeds or other amounts have been monetized)

be applied as set out below (in each case, for the avoidance of doubt, excluding the operation of any “parallel debt” provisions herein):

- (i) first, to the payment in full in cash of costs and expenses of any First Lien Representative, the International Security Agent or any First Lien Secured Party (other than the Holders (as defined in the Initial First Lien Indenture)) in connection with such Enforcement Action or Bankruptcy/Liquidation Proceeding or to a Second Lien Representative, Second Lien Collateral Agent or Second Lien Secured Party (other than the Holders (as defined in the Initial Second Lien Indenture)) in connection with such Enforcement Action,
- (ii) second, on a pro rata and pari passu basis, to the reimbursement to the relevant First Lien Secured Parties and/or the Second Lien Secured Parties of any amount effectively paid on account of *Soulte* by such First Lien Secured Parties and/or such Second Lien Secured Parties,
- (iii) third, to the payment in full in cash of the First Lien Obligations (other than Excess First Lien Obligations) in accordance with the First Lien Debt Documents,
- (iv) fourth, to the extent not covered by clause (i) above, to the payment in full in cash of costs and expenses of a Second Lien Representative or any Second Lien Secured Party (other than the Holders (as defined in the Initial Second Lien Indenture)) in connection with such Enforcement Action or Bankruptcy/Liquidation Proceeding (to the extent Second Lien Representative’s Enforcement Action or action in the Bankruptcy/Liquidation Proceeding was permitted hereunder),
- (v) fifth, to the payment in full in cash of the Second Lien Obligations (other than Excess Second Lien Obligations) in accordance with the Second Lien Debt Documents,
- (vi) sixth, to the payment in full in cash of the Excess First Lien Obligations in accordance with the First Lien Debt Documents,
- (vii) seventh, to the payment in full in cash of the Excess Second Lien Obligations in accordance with the Second Lien Debt Documents; and
- (viii) eighth, in payment to any Obligor (as applicable) of any *Soulte* payable and not yet paid, or paid (to the extent paid back to the International Security Agent in accordance with Section 12) as a result of an Appropriation,

provided that notwithstanding anything else in the Debt Documents, no payment under this Agreement shall be made to an account opened in a financial institution situated in a Non-Cooperative Jurisdiction, or paid to a person incorporated, domiciled or acting through an office situated in a Non-Cooperative Jurisdiction.

- (b) If any Enforcement Action with respect to the Collateral produces non-cash proceeds, then such non-cash proceeds shall be held by a First Lien Representative or First Lien Collateral Agent as additional collateral and, at such time as such non-cash proceeds are monetized, shall be applied in the order of application set forth above. For the

avoidance, any non-cash proceeds held by a First Lien Representative or First Lien Collateral Agent shall be deemed to not reduce the amount of First Lien Obligations or Second Lien Obligations for purposes of Section 7.2(a) irrespective of whether such First Lien Obligations or Second Lien Obligations have actually been reduced unless and until they are monetized and applied in the order of application set forth above.

7.3. Calculation of Amounts

For the purpose of calculating any Person's share of any sum payable to or by it, the International Security Agent or applicable First Lien Representative or First Lien Collateral Agent shall be entitled to:

- (a) notionally convert the Secured Obligations owed to any person into a common base currency (decided in its discretion by the International Security Agent, First Lien Representative or First Lien Secured Party (as applicable)), that notional conversion to be made at the spot rate at which the International Security Agent, First Lien Collateral Agent or First Lien Representative (as applicable) is able to purchase the notional base currency with the actual currency of the Secured Obligation owed to that person at the time at which that calculation is to be made; and
- (b) assume that all moneys received or recovered as a result of the enforcement or realisation of the Collateral are applied in discharge of the Secured Obligations in accordance with the terms of the Debt Documents under which those Secured Obligations have arisen.

8. OTHER AGREEMENTS

8.1. Matters Related to First Lien Debt Documents

The First Lien Debt Documents may be amended, restated, waived, supplemented or otherwise modified in accordance with their terms, and the Indebtedness under the First Lien Debt Documents may be refinanced, renewed, extended, entered into or replaced, in each case, without the consent of any Second Lien Secured Party; *provided, however*, that, (i) without the consent of the Designated Second Lien Representative, acting with the consent of the Second Lien Required Creditors, no amendment, restatement, renewal, extension, replacement, supplement, modification or refinancing shall (A) contravene any provision of this Agreement, (B) increase the then outstanding aggregate principal amount of the loans and/or notes (excluding any portion thereof attributable to interest that has been capitalized and added to the principal amount), letters of credit, reimbursement obligations and undrawn commitments under the First Lien Debt Documents in excess of the Maximum First Lien Principal Amount, (C) with respect to any series of First Lien Obligations, establish or increase the applicable margin or similar component of interest rate (including by adding or increasing any interest rate floor or through original issue discount) or add or increase any fees or premiums (excluding any customary one-time or upfront fees, whether payable at one time or in multiple installments, payable in connection with an amendment, waiver or similar agreement or customary fees in connection with an extension of additional credit that is not generally shared by all lenders or noteholders and excluding any prepayment fees, prepayment penalty or make-whole premium) in a manner that would result in the total yield on such series of First Lien Obligations to exceed by more than three percent (3%) the total yield on the First Lien Obligations as in effect on the date hereof (excluding any increases resulting from interest at the default rate); or (D) with respect to any series of First Lien

Obligations, modify the interest rate thereon to cause the amount of interest that is payable in kind to be more than the sum of three percent (3%) per annum plus rate of interest that is payable in kind with respect to the First Lien Obligations under the Initial First Lien Indenture (as in effect on the date hereof) (ii) notice of such amendment, waiver, supplement, modification or consent shall be given by the Issuer to the Second Lien Representatives no later than 30 days after its effectiveness; *provided* that the failure to give such notice shall not affect the effectiveness and validity thereof and (ii) the holders of any such amended, restated, renewed, extended, replaced, supplemented, modified or refinanced debt shall comply with Section 8.4.

8.2. **Matters Related to Second Lien Debt Documents**

Without the prior written consent of the Designated First Lien Representative, acting with the consent of the First Lien Required Creditors, no Second Lien Debt Document may be amended, restated, waived, supplemented or otherwise modified, or entered into, and no Indebtedness under the Second Lien Debt Documents may be refinanced, renewed, extended or replaced, in each case to the extent such amendment, restatement, waiver, supplement, modification or refinancing, or the terms of such new Second Lien Debt Document, would (A) contravene the provisions of this Agreement, (B) increase the then outstanding aggregate principal amount of the loans and/or notes (excluding any portion thereof attributable to interest that has been capitalized and added to the principal amount to the extent such interest is not prohibited hereunder), letters of credit, reimbursement obligations and undrawn commitments under the Second Lien Debt Documents in excess of the Maximum Second Lien Principal Amount, (C) with respect to any series of Second Lien Obligations, establish or increase the applicable margin or similar component of interest rate (including by adding or increasing any interest rate floor or through original issue discount) or add or increase any fees or premiums (excluding any customary one-time or upfront fees, whether payable at one time or in multiple installments, payable in connection with an amendment, waiver or similar agreement or customary fees in connection with an extension of additional credit that are not generally shared by all lenders or noteholders and excluding any prepayment fees, prepayment penalty or make-whole premium) in a manner that would result in the total yield on such series of Second Lien Obligations to exceed by more than three percent (3%) the total yield on the Second Lien Obligations as in effect on the date hereof (excluding any increases resulting from interest at the default rate), (D) with respect to any series of Second Lien Obligations, modify the interest rate thereon to cause the amount of interest that is payable in kind under such series of Second Lien Obligations to be more than the sum of three percent (3%) per annum plus the rate of interest that is payable in kind with respect to the Second Lien Obligations under the Initial Second Lien Indenture (as in effect on the date hereof), (E) provide for dates of payment of principal or interest which are earlier than such dates under the Initial Second Lien Indenture (as in effect on the date hereof) or add any mandatory redemption provisions or (F) restrict the payment of First Lien Obligations; *provided* that (i) in each case notice of any amendment, waiver, supplement, modification or consent shall be given by the Issuer to the First Lien Representatives no later than 30 days after its effectiveness; *provided* that the failure to give such notice shall not affect the effectiveness and validity thereof and (ii) the holders of any such amended, restated, supplemented, modified or refinanced debt shall comply with Section 8.4.

8.3. **Matters Related to Amendments of First Lien Security Documents**

In the event any First Lien Representative or First Lien Collateral Agent enters into any amendment, supplement, modification, waiver or consent in respect of any of the First Lien

Security Documents for the purpose of adding to, or deleting from, or waiving or consenting to any departures from any provisions of, any First Lien Security Document or changing in any manner the rights of any parties thereunder, then any amendment, waiver, supplement, modification, or consent shall apply automatically to any comparable provision of the comparable Second Lien Security Document without the consent of or action by any Second Lien Secured Party (with all such amendments, waivers, supplements, consents and modifications subject to the terms hereof); *provided* that (other than with respect to amendments, modifications or waivers that secure additional extensions of credit and add additional secured creditors and do not violate the express provisions of the Second Lien Debt Documents), (i) no such amendment, supplement, modification, waiver or consent shall have the effect of (A) removing assets subject to the Lien of any Second Lien Security Documents, except to the extent that a release of such Lien is permitted by Section 2.6, (B) imposing additional duties on the Second Lien Representative without their consent or (C) permitting other Liens on the Collateral not permitted under the terms of the Second Lien Debt Documents or this Agreement, (ii) any such amendment, waiver, supplement, modification or consent that materially and adversely affects the rights of the Second Lien Secured Parties and does not affect the First Lien Secured Parties in a like or similar manner shall not apply to the Second Lien Security Documents without the consent of the Designated Second Lien Representative, (iii) notice of such amendment, waiver supplement, modification or consent shall be given by the Issuer to each Second Lien Representative no later than 30 days after its effectiveness; *provided* that the failure to give such notice shall not affect the effectiveness and validity thereof, and (iv) this clause shall be subject to the provisions of Schedule 5.

8.4. **Additional Debt Facilities**

To the extent, but only to the extent, permitted by the provisions of each of the Debt Documents, any Obligor may incur or issue and sell one or more series or classes of Additional Debt; provided that the principal amount of Additional Debt outstanding or permitted to be borrowed or incurred shall not exceed the Maximum First Lien Principal Amount or the Maximum Second Lien Principal Amount, as applicable. Any such additional class or series of Additional Debt (the "Class Debt"), as permitted hereunder, may be secured by a Lien on the Collateral, in each case under and pursuant to the relevant Security Documents for such Class Debt, if and subject to the condition that the Representative or Representatives of any such Class Debt (each, a "Class Debt Representative"), acting on behalf of the holders of such Class Debt (such Representative and holders in respect of any Second Lien Class Debt being referred to as the "Class Debt Parties"), becomes a party to this Agreement by satisfying conditions (i) through (iii), as applicable, of the immediately succeeding paragraph.

In order for a Class Debt Representative to become a party to this Agreement:

- (i) such Class Debt Representative shall have executed and delivered a Joinder Agreement substantially in the form of Annex II (with such changes as may be reasonably approved by the Designated First Lien Representative, the Designated Second Lien Representative and such Class Debt Representative) pursuant to which it becomes a Representative hereunder, and the Class Debt in respect of which such Class Debt Representative is the Representative and the related Class Debt Parties become subject hereto and bound hereby;
- (ii) the Issuer shall have delivered to the Collateral Agents and the Representatives a certificate of an authorized officer of the Issuer designating Indebtedness as

Additional First Lien Debt, Additional Second Lien Debt or Unsecured Debt hereunder, certifying that the incurrence of such Indebtedness and its designation as such hereunder is permitted by each Debt Document and that the conditions set forth in this Section 8.4 are satisfied with respect to such Class Debt and true and complete copies of the Additional First Lien Debt Documents or Additional Second Lien Debt Documents, as applicable, governing such Class Debt, certified as being true and correct by an authorized officer of the Issuer; and

- (iii) the Second Lien Debt Documents or First Lien Debt Documents, as applicable, relating to such Class Debt shall provide that each Class Debt Party with respect to such Class Debt will be subject to and bound by the provisions of this Agreement in its capacity as a holder of such Class Debt.

8.5. **Retaking of Liens**

- (a) Subject to clause (c) below, the Secured Parties hereby agree that if any Lien over any asset under the applicable Security Documents is required to be amended, extended, renewed, restated, supplemented or otherwise modified, replaced or released and retaken to ensure that the Additional First Lien Obligations or Additional Second Lien Obligations can be secured with the ranking of such obligations contemplated under Section 2 and Section 8.4, then the Designated First Lien Representative, First Lien Collateral Agent, Second Lien Collateral Agent and International Security Agent (each acting individually) is hereby authorized (without further consent, sanction, authority or confirmation from any party) to effect such amendment, extension, renewal, restatement, supplement, modification, replacement or release and retaking of the applicable Security Documents provided that: (i) if an Event of Default under any of the First Lien Debt Documents or Second Lien Debt Documents (that is not to be refinanced or replaced in whole) is continuing at that time the requisite consent under the relevant First Lien Debt Document or, as the case may be, Second Lien Facilities is obtained; (ii) immediately upon any release of a Lien, new Liens shall be provided in favor of the providers of such Additional First Lien Debt and/or Additional Second Lien Debt and the existing Secured Parties on terms substantially the same as the terms of the Security Documents released and subject to the same ranking as set out in Section 2; and (iii) contemporaneously with such amendment, extension, replacement, restatement, supplement, modification, renewal or release (followed by an immediate retaking of Liens of at least equivalent ranking over the same assets) the Issuer delivers to the Designated First Lien Representative (A) a certificate from the board of directors or chief financial officer of the relevant person, which certificate confirms the solvency of the person granting such Liens (in accordance with the solvency test set by insolvency/bankruptcy law in the relevant jurisdiction(s)) on and after giving effect to any transactions related to such amendment, extension, renewal, restatement, supplement, modification or replacement or release and retaking; and (B) an opinion of counsel, in form satisfactory to the Designated First Lien Representative (subject to customary exceptions and qualifications), confirming that, on and after giving effect to any transactions related to such amendment, extension, renewal, restatement, supplement, modification, replacement or release and retaking, any Lien created under the Security Documents so amended, extended, renewed, restated, supplemented, modified, replaced or released and retaken is a valid and perfected Lien not otherwise subject to any limitation, imperfection or (subject to (b) below) new hardening period, in equity

or at law, that such Lien was not otherwise subject to immediately prior to such amendment, extension, renewal, restatement, supplement, modification, replacement or release and retaking.

- (b) Notwithstanding anything to the contrary, no Secured Party shall be required to release any Lien under the Security Documents where the release contemplated in clause (a) above may result in such Secured Party incurring any hardening period risk in respect of any such Lien if and to the extent that the relevant Additional First Lien Obligations or Additional Second Lien Obligations (i) can be secured by Lower Ranking Liens in favor of the Secured Parties and (ii) can be secured by such Lower Ranking Liens with the ranking contemplated under Section 2 and Section 8.4 by virtue of the provisions of this Agreement and in respect thereto: (A) the Secured Parties benefiting from any already existing Security Documents governed by any law which permits the taking of lower or subsequent ranking liens hereby agree that Lower Ranking Liens may be created in order to secure the Secured Obligations as modified in accordance with this Agreement and in particular in accordance with this Section 8; (A); (B) each Party hereby expressly waives its priority of payment in favour of each of the beneficiaries of any of those Lower Ranking Liens pursuant to which the enforcement proceeds under any of those Lower Ranking Liens should have been paid in priority to, or on a *paripassu* basis with, such beneficiaries of Lower Ranking Liens and the Parties hereby agree that the beneficiaries of any Lower Ranking Liens will receive the proceeds of enforcement of any Liens created pursuant to the Security Documents in accordance with Section 7.2 regardless of the date of creation of such Lower Ranking Liens and ranking of such Security Document; (B) nothing in this clause (b) shall restrict the Secured Parties benefiting from any already existing Security Document from enforcing and/or releasing the already existing Security Documents in accordance with this Agreement (including pursuant to Schedule 2); (C) each of the Secured Parties agrees not to take any action to challenge the validity or enforceability of the Lower Ranking Liens by reason of it being expressed to be second ranking (or any other lower ranking); (D) any decision to enforce any Security Document shall be taken in accordance with the provisions of this Agreement regardless of the ranking of the relevant Lien; and (E) no Secured Party benefiting from any already existing Security Document shall incur any liability or obligation to the beneficiaries of the Lower Ranking Liens for the manner of exercise or any non-exercise of their rights, remedies, powers, authority or discretions under such already existing Lien or for any waivers, consents or releases.
- (c) Clause (a) above shall not apply to any Lien which is granted or purported to be granted pursuant to the laws of a U.S. State.

8.6. Further Assurance

Each Party agrees that it shall execute and each Secured Party hereby authorizes the relevant Collateral Agent and International Security Agent (without further consent, sanction, authority or confirmation from any party) to execute on behalf of the Collateral Agent, International Security Agent and, as the case may be, that Secured Party all such documents as may reasonably be considered necessary in order to give effect to the incurrence of any Additional First Lien Obligations or Additional Second Lien Obligations, and to give effect to the providing of new Liens or Lower Ranking Security, in each case as contemplated by this Section 8 in respect of such Additional First Lien Obligations or Additional Second Lien Obligations, including any amendment, consent, waiver or (subject to Section 8.5) release in

respect of any Collateral Document and any grant of security pursuant to a new Collateral Document.

9. COLLATERAL AGENTS

Notwithstanding anything else in the Debt Documents, no Collateral Agent or International Security Agent shall be incorporated, domiciled or acting through an office situated in a Non-Cooperative Jurisdiction; provided that if a Collateral Agent or International Security Agent becomes incorporated, domiciled or is acting through an office situated in a Non-Cooperative Jurisdiction, in each case as a result of the list referred to in Article 238-0 A of the French tax code (*Code général des impôts*) being amended, such Collateral Agent or International Security Agent shall have 45 Business Days from the date an Obligor or Representative provides written notice to such Collateral Agent or International Security Agent, as the case may be, that it no longer complies with the requirement to be a “Collateral Agent” or “International Security Agent” as set forth in this Section 9 within which to transfer its agency in respect of the applicable Security Documents to a jurisdiction that is not a Non-Cooperative Jurisdiction. It is understood and agreed that no Representative, International Security Agent or Collateral Agent hereby undertakes a duty to monitor the list referred to in Article 238-0 A of the French tax code (*Code général des impôts*) being amended.

10. UNSECURED INDEBTEDNESS

Schedule 8 is hereby incorporated and made part of this Agreement.

11. MISCELLANEOUS

11.1. Notices

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 facsimile, as follows:

- (a) if to the Initial First Lien Collateral Agent or Initial First Lien Representative:

One Canada Square
London E14 5AL
United Kingdom
Attention: Manager Corporate Trust Services
Fax number: +44 (0) 20 7964 2536
Email: corpsov4@bnymellon.com
Phone number: +44 (0) 12 0268 9984

- (b) if to the Initial Second Lien Collateral Agent or Initial Second Lien Representative:

One Canada Square
London E14 5AL
United Kingdom
Attention: Manager Corporate Trust Services
Fax number: +44 (0) 20 7964 2536
Email: corpsov4@bnymellon.com

Phone number: +44 (0) 12 0268 9984

- (c) if to the Initial First Lien U.S. Collateral Agent or Initial Second Lien U.S. Collateral Agent:

The Bank of New York Mellon
101 Barclay Street
New York, NY 10286
Attn: Manager Corporate Trust Services
Email: corpsov4@bnymellon.com
Phone number: +44 (0) 12 0268 9984

- (d) if to any other Representative, to the address set forth in the Joinder Agreement executed and delivered by such Representative; and
- (e) if to Parent, the Issuer or any other Obligor:

CGG S.A.
Tour Maine-Montparnasse
33 avenue de Maine
75755 Paris cedex 15
France
Attention: General Counsel
Telecopy No.: (33-1) 64-47-34-29

Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto (and for this purpose a notice to Parent shall be deemed to be a notice to each Obligor). All such notices and other communications shall be deemed to be given on the date of receipt if delivered by hand or overnight courier service or mailed by certified or registered mail, and all such notices and other communications sent by fax 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), in each case delivered, sent or mailed (properly addressed) to such party as provided in this Section 11.1 or in accordance with the latest unrevoked direction from such party given in accordance with this Section 11.1. As agreed to among Parent, First Lien Collateral Agent, the Second Lien Collateral Agent and any other applicable Representative from time to time, notices and other communications may also be delivered by e-mail to the e-mail address of a representative of the applicable person provided from time to time by such person.

11.2. **Waivers, Amendments, Etc.**

- (a) In no event shall an Agent or any other entity of The Bank of New York Mellon group (the “**BNYM Group**”) be liable for any claims, losses, liabilities, damages, costs, expenses and judgments (including legal fees and expenses) to any party arising from an Agent or any BNYM Group member receiving or transmitting any data from the Parent or the Issuer, any person authorized by the Parent or the Issuer or any party to this Indenture via any non-secure method of transmission or communication, such as, but without limitation, by facsimile or e-mail. Each of the Parent and the Issuer accepts that some methods of communication are not secure and an Agent or any other BNYM Group member shall incur no liability for receiving instructions via any such non-

secure method. The Agents or any other BNYM Group member is authorized to comply with and rely upon any such notice, instructions or other communications believed by it to have been sent or given by a person authorized by the Parent or the Issuer or an appropriate party to the transaction (or an authorized representative thereof). The Parent and the Issuer or authorized officers of the Parent and the Issuer shall use all reasonable endeavors to ensure that instructions transmitted to an Agent or any other BNYM Group member pursuant to any Debt Documents are complete and correct. Any instructions shall be conclusively deemed to be valid instructions from the Parent or the Issuer or authorized officers of the Parent or the Issuer to an Agent or any other BNYM Group member for the purposes of the Debt Documents.

- (b) No failure or delay on the part of any party hereto in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereto are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any party therefrom shall in any event be effective unless the same shall be permitted by paragraph (c) of this Section 11.2, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any party hereto in any case shall entitle such party to any other or further notice or demand in similar or other circumstances.
- (c) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by each Collateral Agent, the International Security Agent and each Representative; provided that, in the event that any waiver, amendment or modification of any provision of this Agreement affects the rights, interests, liabilities or privileges of an Obligor under the First Lien Debt Documents, the Second Lien Debt Documents or this Agreement are directly and adversely affected, such Obligor shall have the right to consent to or approve such waiver, amendment or modification.
- (d) Notwithstanding any other provision of this Section 11.2, this Agreement may be waived, amended or modified with the consent of the Designated First Lien Representative and the Designated Second Lien Representative (without the need for consent of any other Secured Party) to (x) cure ambiguities, defects, errors, mistakes or omissions, (y) in connection with any incurrence of high yield notes, to provide for the reasonable customary protections of the trustee thereunder, or (z) in connection with any incurrence of Unsecured Debt, to include, appropriately, such Unsecured Debt and the Creditors thereof in the provision hereof provided that in relation to this clause (z), such waiver, amendment or modification does not adversely affect the Secured Parties (provided that the incurrence of Unsecured Debt in itself shall be deemed not to adversely affect any Secured Party, to the extent that the incurrence of such Unsecured Debt is not prohibited by the First Lien Debt Agreement and the Second Lien Debt Agreement to which that Secured Party is a party). In executing any amendment, the Agents shall be entitled to receive and shall be fully protected in relying upon, an Officers' Certificate and an Opinion of Counsel stating that the execution of such amendment is authorized or permitted by this Agreement and all conditions precedent have been complied with. The Agents shall not be obligated to

enter into such amendments that affects its own rights, duties or immunities under this Agreement or otherwise.

11.3. **Parties in Interest**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, as well as the other First Lien Secured Parties and Second Lien Secured Parties. Without limitation to the provisions of Section 11.20 (USA Patriot Act), any successor and assign of the parties hereto shall provide The Bank of New York Mellon, London Branch with such information it may reasonably request, in order for The Bank of New York Mellon, London Branch to comply with “know your customer” requirements imposed by applicable law.

11.4. **Survival of Agreement**

All covenants, agreements, representations and warranties made by any party in this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement.

11.5. **Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement constitutes the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it shall have been executed by the Initial First Lien Representative, the Initial First Lien Collateral Agent, the Initial First Lien U.S. Collateral Agent, the Initial Second Lien Representative, the Initial Second Lien Collateral Agent and the Initial Second Lien U.S. Collateral Agent and when such parties shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties and acknowledgers hereto, and thereafter shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

11.6. **Severability**

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

11.7. **Governing Law; Jurisdiction; Consent to Service of Process**

- (a) THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK. Notwithstanding the foregoing, if any Obligor incorporated under the laws of the Netherlands, is represented by an attorney in connection with the signing and/or execution of this Agreement (including by way of accession to this Agreement) or any other agreement,

deed or document referred to in or made pursuant to this Agreement, it is hereby expressly acknowledged and accepted by the other parties to the Agreement that the existence and extent of the attorney's authority and the attorney's exercise or purported exercise of his or her authority shall be governed by the laws of the Netherlands.

- (b) Each party hereto hereby irrevocably submits, for itself and its property, to the non-exclusive jurisdiction of any New York State court or federal court of the United States of America sitting in the Borough of Manhattan in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that any claims in respect of any such action or proceeding shall be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any party hereto may otherwise have to bring any action or proceeding relating to this Agreement against any other party hereto or their respective properties in the courts of any jurisdiction.
- (c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any New York State or federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.
- (d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 11.1. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.
- (e) Each of the Obligors (other than an Obligor incorporated in the United States of America) irrevocably designates and appoints the Issuer (in such capacity, the "Process Agent") as its authorized agent upon which process may be served in any action, suit or proceeding arising out of or relating to this Agreement that may be instituted in any Federal or state court in the State of New York. Each such Obligor hereby agrees that service of any process, summons, notice or document by U.S. registered mail addressed to the Process Agent, with written notice of said service to such Obligor at its address for notices shall be effective service of process for any action, suit or proceeding brought in any such court.

11.8. Waiver of Jury Trial

EACH PARTY HERETO HEREBY 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 THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY 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 BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.

11.9. Headings

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

11.10. Further Assurances

Each First Lien Representative and each First Lien Collateral Agent, on behalf of itself and the applicable First Lien Secured Parties it represents, and each Second Lien Representative and each Second Lien Collateral Agent, on behalf of itself and the applicable Second Lien Secured Parties it represents, each agree that each of them shall take such further action and shall execute and deliver such additional documents and instruments (in recordable form, if requested) as the Designated First Lien Representative or the Designated Second Lien Representative may reasonably request to effectuate the terms of and the Lien priorities contemplated by this Agreement.

11.11. No Third Party Beneficiaries

This Agreement and the rights and benefits hereof shall inure to the benefit of each of the parties hereto and its respective successors and assigns and shall inure to the benefit of and bind each of the First Lien Secured Parties, the Second Lien Secured Parties and other Creditors subject hereto. Nothing in this Agreement shall impair, as between Parent and the other Obligors and the First Lien Representatives and the other First Lien Secured Parties, and as between Parent and the other Obligors and the Second Lien Representatives, and the Second Lien Secured Parties the obligations of the Issuer and the other Obligors, which are absolute and unconditional, to pay principal, interest, fees and other amounts as provided in the Debt Documents.

11.12. Provisions Solely to Define Relative Rights

The provisions of this Agreement are and are intended solely for the purpose of defining the relative rights of the First Lien Representatives and the other First Lien Secured Parties on the one hand and the Second Lien Representatives and the Second Lien Secured Parties on the other hand. In the event of any conflict between the provisions of this Agreement and the provisions of the applicable Debt Documents, the provisions of this Agreement shall govern and control. Notwithstanding anything to the contrary herein, any discretionary rights afforded the First Lien Representative, the Second Lien Representative, the Collateral Agent or the International Security Agent are for its benefit and do not create a duty to exercise any such right. The duties and obligations of such parties, as well as their additional rights and protections, are set forth in the relevant Debt Documents.

11.13. Additional Obligors

Each Person that becomes an Obligor after the date hereof shall become a party to this Agreement upon execution and delivery by such Person of an Obligor Joinder in the form of Annex III hereto.

11.14. Subrogation

Each Second Lien Representative (including in its capacity as Second Lien Collateral Agent), on behalf of itself and each Second Lien Secured Party represented by it, hereby agrees not to assert any rights of subrogation it may acquire as a result of any payment hereunder until the Discharge of First Lien Obligations has occurred.

11.15. Bail-In

(a) In this Section 11.15:

“Bail-In Action” means the exercise of any Write-down and Conversion Powers.

“Bail-In Legislation” means in relation to an EEA Member Country which has implemented, or which at any time implements, 55 of Directive 2014/59/EU (as amended or re-enacted) establishing a framework for the recovery and resolution of credit institutions and investment firms, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time.

“EEA Member Country” means any member state of the European Union, Iceland, Liechtenstein, Norway and any other country which may become a member of the European Economic Area or subject to Bail-In Legislation from time to time.

“EU Bail-In Legislation Schedule” means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

“Resolution Authority” means any body which has authority to exercise any Write-down and Conversion Powers.

“Write-down and Conversion Powers” means in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule.

(b) Notwithstanding any other term of any Debt Document or any other agreement, arrangement or understanding between the parties to this Agreement, each party to this Agreement acknowledges and accepts that any liability of any party to this Agreement to any other party to this Agreement under or in connection with the Debt Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

- (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;
- (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and
- (iii) a cancellation of any such liability; and

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

11.16. **Additional Intercreditor Agreements**

Each party hereto agrees that the First Lien Secured Parties and/or their Representatives (as among themselves) and the Second Lien Secured Parties and/or their Representatives (as among themselves) may each enter into intercreditor arrangements governing the rights, benefits and privileges as among the First Lien Secured Parties or the Second Lien Secured Parties, as the case may be, in respect of the Collateral, this Agreement and the other First Lien Security Documents or Second Lien Security Documents, as the case may be, including as to application of proceeds of the Collateral, voting rights, control of the Collateral and waivers with respect to the Collateral, in each case so long as the terms thereof do not violate or conflict with the provisions of this Agreement.

11.17. **Anti-Layering**

Notwithstanding anything to the contrary set forth herein, it is acknowledged and agreed that Section 4.23 (*Anti-layering*) of the First Lien Debt Agreement and Section 4.22 (*Anti-layering*) of the Second Lien Debt Agreement shall apply herein.

11.18. **International Security Agent**

Schedule 6 is hereby incorporated in and made part of this Agreement.

11.19. **Parallel Debt**

Schedule 7 is hereby incorporated in and made part of this Agreement.

11.20. **Trustee for English Law Security**

Schedule 9 is hereby incorporated in and made part of this Agreement.

11.21. **USA Patriot Act**

The parties hereto acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to federal regulations that became effective on October 1, 2003, Section 326 of the USA PATRIOT Act requires all financial institutions to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide The Bank of New York Mellon, London Branch, such information as it may request, from time to time, in order for The Bank of New York Mellon, London Branch, to satisfy the requirements of the USA PATRIOT Act, including the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account, and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

12. **PAYMENT OF SOULTE**

- (a) Each Obligor agrees that the portion of any *Soulte* which becomes legally due to it by a Secured Party upon the enforcement of any Lien by way of an Appropriation shall only

become due and payable by the Secured Parties on the earliest of:

- (i) the date falling eighteen (18) months after the date of such Appropriation; and
- (ii) the date on which the relevant Discharge has occurred.

Each Obligor agrees that the International Security Agent is under no obligation to pay the *Soulte* to them for so long as it has not received the full amount of such *Soulte* by the Secured Party in accordance with clause (d) below.

- (b) Any payment of the *Soulte* to any Obligor which shall occur prior to the date on which the Discharge has occurred shall be made by the International Security Agent in a bank account of the relevant Obligor held with the International Security Agent and pledged in a manner satisfactory to the International Security Agent acting on behalf of the Secured Parties in favour of the Secured Parties as security for any obligation of the relevant Obligor under any Debt Document including any obligation under this Agreement to reimburse any *Soulte* to the Secured Parties (to the extent paid) in accordance with Section 7.2(a)(ii) on or prior to the date on which the Discharge has occurred.
- (c) Each of the Obligors hereby authorizes the International Security Agent in its capacity as bank account holder to make from such pledged bank account any payment required to be fulfilled under this Agreement or any other Debt Document; it being specified that this pledge agreement shall include an irrevocable instruction from each of the Obligors to the International Security Agent in its capacity as bank account holder to make from such pledged bank accounts any payment required to be fulfilled under this Agreement or any other Debt Document.
- (d) Each Secured Party will pay upon the first request by the International Security Agent its participation in the payment of the *Soulte* which will be calculated by the International Security Agent based on the percentage of the participation of each First Lien Secured Party in the First Lien Obligations at the time of Appropriation of the relevant Lien and on the percentage of the participation of each Second Lien Secured Party in the Second Lien Obligations at the time of Appropriation of the relevant Lien.
- (e) For the avoidance of doubt, the obligations of each First Lien Secured Party and each Second Lien Secured Party to pay its proportionate share of any *Soulte* are several (*conjointes et non-solidaires*).
- (f) In the event of the enforcement by way of an Appropriation of any of the Liens referred to in paragraph (a) above by the International Security Agent, each Second Lien Secured Party may, upon receipt of the request sent by the International Agent referred to in paragraph (d) above, elect not to participate in the payment of the *Soulte*, the proportionate share in the relevant *Soulte* of each other Secured Party being recalculated by the Security Agent accordingly. In the event that one or more Second Lien Secured Parties did not participate to the payment of the *Soulte* which was due and payable, those Second Lien Secured Parties shall immediately transfer their share in the foreclosed Collateral to the other Secured Parties which participated to the payment of the *Soulte*.

13. AGENTS

- (a) Authorization and Action.

- (i) As to any matters not expressly provided for by the Debt Documents (including enforcement or collection of the Secured Obligations), none of the Representatives, the Collateral Agents or the International Security Agent shall be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of (1) with respect to the Representatives and the International Security Agent, the Instructing Group, and (2) with respect to the Collateral Agents, the applicable Representatives (acting on the instructions of the Instructing Group), in each case acting in accordance with this Agreement, to take the applicable action; provided that:
 - (A) none of the Representatives, the Collateral Agents or the International Security Agent shall be required to take any action that in its opinion exposes such Person to personal liability or is contrary to this Agreement or applicable Law;
 - (B) each of the Representatives, the Collateral Agents and the International Security Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Debt Document unless it shall first receive instructions of (1) with respect to the Representatives and the International Security Agent, the Instructing Group, and (2) with respect to the Collateral Agents, the applicable Representatives (acting on the instructions of the Instructing Group), entitled in accordance with this Agreement to give such instructions as it deems appropriate or as otherwise required by the Debt Documents and it shall first be indemnified to its satisfaction by the Secured Parties (other than the Agents) against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action; and
 - (C) unless and until the Representatives, the Collateral Agents or the International Security Agent, as applicable, shall have received instructions from (1) with respect to the Representatives and the International Security Agent, the Instructing Group, and (2) with respect to the Collateral Agents, the applicable Representatives (acting on the instructions of the Instructing Group), entitled in accordance with this Agreement to give such instructions, such Representative, Collateral Agent or the International Security Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to any Default as it shall deem advisable in the best interests of the Secured Parties acting in accordance with this Agreement (but shall have no liability for failing to take any such action).
- (b) Duties of the Representatives, the Collateral Agents and the International Security Agent; Exculpatory Provisions
 - (i) The duties of the Representatives, the Collateral Agents and the International Security Agent hereunder and under the other Debt Documents are solely mechanical and administrative in nature and none of the Representatives, the Collateral Agents or the International Security Agent shall have any duties or obligations except those expressly set forth herein and in the other Debt

Documents. Without limiting the generality of the foregoing, none of the Representatives, the Collateral Agents or the International Security Agent shall:

- (A) be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing; or
 - (B) 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 Debt Documents that the any of the Representatives, the Collateral Agents or the International Security Agent, as applicable, is required to exercise; provided, that none of the Representatives, the Collateral Agents or the International Security Agent shall be required to take any action that, in its opinion or the opinion of its counsel, may expose such Person to liability or that is contrary to any Debt Document or applicable Law.
- (ii) None of the Representatives, the Collateral Agents or the International Security Agent shall be liable for any action taken or not taken by it (a) with the consent or at the request of (1) with respect to the Representatives and the International Security Agent, the Instructing Group, and (2) with respect to the Collateral Agents, the applicable Representatives (acting on the instructions of the Instructing Group) acting in accordance with this Agreement; or (b) in the absence of its own gross negligence or willful misconduct.
 - (iii) None of the Representatives, the Collateral Agents or the International Security Agent shall be responsible for or have any duty to ascertain or inquire into (a) any statement, warranty or representation made in or in connection with this Agreement or any other Debt Document, (b) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (c) 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, (d) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Debt Document or any other agreement, instrument or document or the perfection or priority of any Lien or security interest created or purported to be created by the Security Documents or (e) the satisfaction of any condition set forth in any Debt Document. None of the Representatives, the Collateral Agents or the International Security Agent, nor any of its affiliates, or any of such affiliates' respective partners, directors, officers, employees, representatives, agents or advisors (the “**Related Parties**”) shall be responsible for the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by a Representative, a Collateral Agent or the International Security Agent or any other Person given in, pursuant to or in connection with any Debt Document.
 - (iv) None of the Representatives, the Collateral Agents or the International Security Agent shall have any duty or responsibility to provide any Person with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of the Issuer or any other Person, which may come into the possession of any of the Representatives, the Collateral Agents or the International Security Agent or any of its respective officers, directors, employees, agents, attorneys in fact or

affiliates. Without limiting the generality of the foregoing, none of the Representatives, the Collateral Agents or the International Security Agent shall have any duty to monitor the Collateral or any reporting requirements or the contents of reports delivered by the Issuer or any other Person or to inspect the properties or books and records of the Issuer or any other Person. Each Secured Party assumes the responsibility of keeping itself informed at all times.

- (v) Nothing in this Agreement or any other Secured Credit Document shall require any of the Representatives, the Collateral Agents or the International Security Agent to carry out any “know your customer” or other checks in relation to any Person on behalf of any other Person, and each other Person confirms to each of the Representatives, the Collateral Agents or the International Security Agent that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by any of the Representatives, the Collateral Agents or the International Security Agent.
- (c) Waiver of Consequential Damages. Anything in this Agreement to the contrary notwithstanding, in no event shall any of the Representatives, the Collateral Agents or the International Security Agent be liable under or in connection with the Debt Documents for indirect, special, incidental, punitive or consequential losses or damages of any kind whatsoever, including lost profits, whether or not foreseeable, even if such Person has been advised of the possibility thereof and regardless of the form of action in which such damages are sought. Notwithstanding any term herein to the contrary, it is hereby expressly agreed and acknowledged that the agreements set forth herein by any of the Representatives, the Collateral Agents or the International Security Agent are made solely in its capacity as such under and pursuant to the provisions of this Agreement and the direction of (1) with respect to the Representatives and the International Security Agent, the Instructing Group, and (2) with respect to the Collateral Agents, the applicable Representatives (acting on the instructions of the Instructing Group) and not in its individual capacity. None of the Representatives, the Collateral Agents or the International Security Agent shall have any duties, obligations, or responsibilities under this Agreement except as expressly set forth herein and the other Secured Credit Documents, and shall have the benefit of all exculpatory provisions, presumptions, indemnities, protections, benefits, immunities or reliance rights contained in the Debt Documents, in the acceptance, execution, delivery and performance of this Agreement as though fully set forth herein.
- (d) For the avoidance of doubt, the Parent, the Issuer and the Guarantors agree that such parties’ indemnity obligations include holding the Representatives, Collateral Agents and the International Security Agent harmless for any losses that they may suffer due to actions required to comply with Applicable Law in connection with payments made to an account (other than an account of such Representative, Collateral Agent or International Security Agent) opened in a financial institution situated in a Non-Cooperative Jurisdiction, or paid to a person (other than such Representative, Collateral Agent or International Security Agent) incorporated, domiciled or acting through an office situated in a Non-Cooperative Jurisdiction. The terms of this clause (d) shall survive the termination and discharge of this Agreement. For the purposes of this clause (d), the definition of “Applicable Law” shall have the same meaning as

that given to it in paragraph (d) of Section 4.24 of the First Lien Indenture except that instead of referring to “Indenture” it shall refer to “Debt Documents.”

Schedule 1 Definitions and Interpretation

1. DEFINITIONS

1.1. Terms defined in the Initial First Lien Indenture (as of the date hereof) shall, unless otherwise defined in this Schedule or in the Intercreditor Agreement to which this Schedule is attached, have the same meaning when used in the Schedules.

1.2. As used in the Schedules, the following terms have the meanings specified below:

“Appropriation” means the appropriation (or similar process, including with respect to the First Lien Security Documents and/or the Second Lien Security Documents which are governed by French Law, a judicial foreclosure (*attribution judiciaire*) in accordance with the provisions of Article L. 521-3 of the French *Code de commerce* and Article 2347 of the French *Code civil* and a private foreclosure (*pacte comissoire*) in accordance with the provisions of Article L. 521-3 of the French *Code de commerce* and Article 2348 of the French *Code civil*) of the equity interests of a member of the Group (other than Parent) by the Designated First Lien Representative or the Designated Second Lien Representative (if applicable) (or any Receiver or Delegate) which is effected (to the extent permitted under the relevant First Lien Security Document and/or Second Lien Security Document and applicable law) by enforcement of any Lien over any Collateral.

“Borrowing Liabilities” means, in relation to a member of the Group, the liabilities and obligations (not being Guarantee Liabilities) it may have as a principal debtor to a Creditor (other than to any Agent, in each case in its capacity as such) in respect of Indebtedness arising under the Debt Documents (whether incurred solely or jointly and including, without limitation, liabilities and obligations as a borrower under the First Lien Debt Documents, the Second Lien Debt Documents and the Unsecured Debt Documents).

“Creditor” means each First Lien Secured Party, each Second Lien Secured Party and each other lender or holder of notes with respect to any other Indebtedness made subject to the terms of this Agreement including each Unsecured Creditor.

“Debt Disposal” means any disposal of any Liabilities pursuant to paragraphs (c) or (d) of Clause 1 of Schedule 2.

“Debt Documents” means the First Lien Debt Documents, the Second Lien Debt Documents, this Agreement and the Subordination Agreement.

“Delegate” means any delegate, agent, attorney or co-trustee appointed by a Representative.

“Distress Event” means any of:

- (a) a First Lien Acceleration Event; or
- (b) a Second Lien Acceleration Event.

“Distressed Disposal” means a disposal of any Collateral or, for the purposes of paragraphs (a) and (b) below, any other asset of a member of the Group (including any Collateral or other such asset which has been the subject of an Appropriation), which is:

- (a) being effected at the request of the Instructing Group in circumstances where there has occurred and is continuing an “event of default” as defined in the Initial First Lien Indenture (or any Equivalent Provisions under any First Lien Debt Agreement);
- (b) being effected by enforcement (pursuant to the remedies available to the Secured Parties) of any Lien over any Collateral (including the disposal of any Property of a member of the Group, the equity interests in which have been subject to an Appropriation; or
- (c) being effected, after the occurrence of a Distress Event, on behalf of an Obligor at the Instructing Group’s or Required Second Lien Creditor’s direction to a Person or Persons which is, or are, not a member, or members, of the Group.

“Enforcement Action” means:

- (a) in relation to any Liabilities:
 - (i) the acceleration of any principal Liabilities or the making of any declaration that any principal Liabilities are prematurely due and payable (other than as a result of it becoming unlawful for a Creditor to perform its obligations under, or of any voluntary or mandatory prepayment arising under, the applicable Debt Documents);
 - (ii) the making of any declaration that any principal Liabilities are payable on demand;
 - (iii) the making of any demand against any member of the Group in relation to any principal Guarantee Liabilities of that member of the Group;
 - (iv) the exercise of any right to require any member of the Group to acquire any principal Liabilities (including exercising any put or call option against any member of the Group for the redemption or purchase of any Liabilities);
 - (v) the exercise of any right of set-off, account combination or payment netting against any member of the Group in respect of any Liabilities; and
 - (vi) the suing for, commencing or joining of any legal or arbitration proceedings against any member of the Group to recover any Liabilities;
- (b) foreclosing, executing, levying, or collecting on, taking possession or control of (other than taking “possession” or “control” for the sole purpose of perfecting a Lien on Collateral), selling or otherwise realizing upon (judicially or non-judicially), or leasing, licensing, or otherwise disposing of (whether publicly or privately), Collateral;
- (c) [intentionally omitted];
- (d) effecting the disposition of Collateral by any Obligor at the direction of the Instructing Group, to the extent permitted hereunder, the Designated Second Lien Representative, after the occurrence and during the continuation of an “event of default” under any of the First Lien Debt Documents or the Second Lien Debt Documents;

- (e) the entering into of any composition, compromise, assignment or arrangement with any member of the Group which owes any Liabilities, or has given any Lien, guarantee or indemnity or other assurance against loss in respect of the Liabilities; or
- (f) otherwise enforce a security interest or exercise another right or remedy, as a secured creditor or otherwise, pertaining to the Collateral at law, in equity, or pursuant to the First Lien Debt Documents or Second Lien Debt Documents (including the commencement of applicable legal proceedings or other actions with respect to all or any portion of the Collateral to facilitate the actions described in this definition of Enforcement Event, and exercising voting rights in respect of equity interests comprising Collateral, the crystallisation of any floating charge forming part of the Collateral or by way of setoff, recoupment, notification of a public or private sale or other disposition pursuant to the UCC or other applicable law, notification to account debtors, notification to depositary banks under deposit account control agreements, or exercise of rights under landlord consents, if applicable);
- (g) the petitioning, applying or voting for, or the taking of any steps (including the appointment of any liquidator, receiver, administrator or similar officer) in relation to, the winding up, dissolution, administration or reorganisation of any member of the Group which owes any Liabilities, or has given any Lien, guarantee, indemnity or other assurance against loss in respect of any of the First Lien Obligations, or any of such member of the Group's assets or any suspension of payments or moratorium of any Indebtedness of any such member of the Group, or any analogous procedure or step in any jurisdiction,

except that the following shall not constitute Enforcement Action:

- (i) the taking of any action falling within paragraphs (a)(vii) or (e) above which is necessary (but only to the extent necessary) to preserve the validity, existence or priority of claims in respect of Liabilities, including the registration of such claims before any court or Governmental Authority and the bringing, supporting or joining of proceedings to prevent any loss of the right to bring, support or join proceedings by reason of applicable limitation periods;
- (ii) the bringing legal proceedings against any Person solely for the purpose of obtaining specific performance (other than specific performance of an obligation to make a payment) with demand for monetary damages;
- (iii) obtaining injunctive relief (or any analogous remedy) to restrain any actual or putative breach of any First Lien Debt Document or any Second Lien Debt Document to which it is a party;
- (iv) obtaining specific performance (other than specific performance of an obligation to make a payment) with no claim for damages;
- (v) requesting judicial interpretation of any provision of any Debt Document to which it is a party with no demand for monetary damages;
- (vi) bringing legal proceedings against any Person in connection with any fraud, securities violation or securities or listing regulations; and

- (vii) any discussions or consultations between, proposals made by, any of the Secured Parties with respect to enforcement pursuant to Schedule 4.

“Financial Adviser” means any:

- (a) independent internationally recognised investment bank;
- (b) independent internationally recognised accountancy firm; or
- (c) other independent internationally recognised professional services firm which is regularly engaged in providing valuations of businesses or financial assets or, where applicable, advising on competitive sales processes,

in each case, not being the firm appointed as the relevant Obligor’s administrator or other relevant office holder.

“First Lien Acceleration Event” means any First Lien Representative or First Lien Secured Party exercising any of its rights under Section 6.02 of the Initial First Lien Indenture, or any Equivalent Provisions under any First Lien Debt Agreement and/or an Automatic Acceleration or otherwise pursuant to the terms thereof.

“Group” means Parent and each of its Subsidiaries for the time being.

“Guarantee Liabilities” means, in relation to a member of the Group, the liabilities and obligations under the Debt Documents (present or future, actual or contingent and whether incurred solely or jointly) it may have to a Creditor (other than to any Agent, in its capacity as such) or as a result of its being a guarantor or surety (including, without limitation, liabilities and obligations arising by way of guarantee, indemnity, contribution or subrogation and in particular any guarantee or indemnity arising under or in respect of the First Lien Debt Documents, the Second Lien Debt Documents or the Unsecured Debt Documents).

“Holding Company” means, in relation to a Person, any other Person in respect of which it is a Subsidiary.

“Instructing Group” means:

- (a) prior to the Discharge of the First Lien Obligations (other than Excess First Lien Obligations), the First Lien Required Creditors; or
- (b) on or after the Discharge of the First Lien Obligations (other than Excess First Lien Obligations), the Second Lien Required Creditors.

“Liabilities” means all present and future liabilities and obligations at any time of any Obligor to any Creditor under any Debt Document including any Unsecured Debt Facility, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations: (a) any refinancing, novation, deferral or extension, (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition, (c) any claim for damages or restitution, and (d) any claim as a result of any recovery by any Obligor of a payment on the grounds of preference or otherwise, and any amounts which would be

included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings.

“Liabilities Acquisition” means, in relation to a Person and to any Liabilities, a transaction where that Person:

- (a) purchases by way of assignment or transfer;
- (b) enters into any sub-participation in respect of; or
- (c) enters into any other agreement or arrangement having an economic effect substantially similar to a sub-participation in respect of,

the rights in respect of those Liabilities.

“Liabilities Sale” means a Debt Disposal pursuant to paragraph (e) of Clause 1 of Schedule 2.

“Non-Cash Consideration” means consideration in a form other than cash or cash equivalents.

“Non-Cash Recoveries” means:

- (a) any proceeds of a Distressed Disposal or a Debt Disposal; or
- (b) any amount distributed to the Designated First Lien Representative pursuant to Section 7.1,

which are, or is, in the form of Non-Cash Consideration.

“Other Liabilities” means in relation to a member of the Group, any trading and other liabilities (not being Borrowing Liabilities or Guarantee Liabilities) it may have to the Secured Parties or Obligor.

“Payment” means, in respect of any Secured Obligations (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Secured Obligations (or other liabilities or obligations).

“Property” of a member of the Group or of an Obligor means:

- (a) any asset of that member of the Group or of that Obligor;
- (b) any Subsidiary of that member of the Group or of that Obligor; and
- (c) any asset of any such Subsidiary.

“Receiver” means a receiver or receiver and manager or administrative receiver or administrator of the whole or any part of the Collateral.

“Second Lien Debt Acceleration Event” means any Second Lien Representative or Second Lien Secured Parties exercising any of its or their rights under Article VI of the Initial Second Lien Indenture (or any Equivalent Provision of any Second Lien Debt Document) and/or any Automatic Acceleration or otherwise pursuant to the terms thereof.

“Subordination Agreement” means the subordination agreement dated on or about the date of this Agreement and made between, among others, Parent, the Designated First Lien Representative and the Designated Second Lien Representative.

“Unsecured Creditor” means, with respect to any series, issue or claim of Unsecured Debt, the holders of such Indebtedness, the Unsecured Creditor Representative and the beneficiaries of each indemnification obligation undertaken by any Obligor under any related Unsecured Debt Document.

“Unsecured Creditor Representative” means, in the case of any Unsecured Debt and the Unsecured Creditors thereunder, any trustee, administrative agent, collateral agent, security agent or similar agent that is named as the Representative in respect of such Unsecured Creditors in respect of such Unsecured Debt in the applicable Joinder Agreement.

“Unsecured Debt” means any Indebtedness that is issued, borrowed or guaranteed by any Obligor (other than Indebtedness issued or borrowed by a U.S. Obligor, and guaranteed only by U.S. Obligors) on an unsecured basis provided, however, that (i) such Indebtedness is permitted to be incurred and guaranteed (as applicable) on such basis by each then extant Debt Document and (ii) the Representative for the holders of such Indebtedness shall have become party to this Agreement pursuant to, and by satisfying the conditions set forth in, Section 8.4 hereof.

“Unsecured Debt Document” means with respect to any series, issue or class of Unsecured Debt, the promissory notes, credit agreements, indentures or other operative agreements evidencing or governing such Indebtedness and any document evidencing, granting or governing any Lien, guarantee, indemnity or assurance against loss relating to such Indebtedness.

“Unsecured Debt Facility” means each series, issue or class with respect to any Unsecured Debt.

“Unsecured Debt Obligations” means, with respect to any series, issue or class of Unsecured Debt, all advances to, and debts, liabilities, obligations, covenants and duties of, any Obligor arising under any Unsecured Debt Document, 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, fees and other amounts, if any, that accrue after the commencement by or against any Obligor of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest, fees and other amounts, if any, are allowed claims in such proceeding.

2. **INTERPRETATIONS**

Unless a contrary intention appears, a reference in the Schedules to (a) a provision of the Initial First Lien Indenture includes any Equivalent Provision in any Additional First Lien Debt Agreement and (b) a provision of the Initial Second Lien Indenture includes any Equivalent Provision in any Additional Second Lien Debt Agreement. Any reference in this Agreement or any Debt Document to an action, consent, decision, discretion or judgment, including the preparation, review or filing of any document by a Representative, a Collateral Agent or the International Security Agent shall be construed as a reference to (i) such Representative acting in accordance with the instructions of the Instructing Group, (ii) such Collateral Agent acting in accordance with the instructions of the applicable Representative,

and (iii) the International Security Agent acting in accordance with the instructions of the applicable Instructing Group pursuant to the terms of this Agreement

Schedule 2 Distressed Disposals

1. FACILITATION OF DISTRESSED DISPOSALS AND APPROPRIATION

Subject to Clause 4 and without prejudice to Section 2.6, if a Distressed Disposal or an Appropriation is being effected, the First Lien Collateral Agent, the Second Lien Collateral Agent and/or the International Security Agent is irrevocably authorised (at the cost of the Issuer and without any consent, sanction, authority or further confirmation from any other Creditor or Obligor):

- (a) ***release of Transaction Security/non-crystallization certificates***; to release the Collateral or any other claim over the asset subject to the Distressed Disposal or an Appropriation and execute and deliver or enter into any release of that Collateral or such claim and issue any letters of non-crystallization of any floating charge or any consent to dealing that may, in the discretion of the International Security Agent be considered necessary or desirable;
- (b) ***release of liabilities and Liens over Collateral on a share sale/Appropriation (Obligor)***: if the asset subject to the Distressed Disposal or Appropriation consists of equity interests in the capital of an Obligor, to release:
 - (i) that Obligor and any Subsidiary of that Obligor from all or any part of:
 - (A) its Borrowing Liabilities;
 - (B) its Guarantee Liabilities; and
 - (C) its Other Liabilities;
 - (ii) any Lien over any Collateral granted by that Obligor or any Subsidiary of that Obligor over any of its assets;on behalf of the relevant Creditors;
- (c) ***release of liabilities and Liens over Collateral on a share sale/Appropriation (Holding Company)***: if the asset subject to the Distressed Disposal or Appropriation consists of equity interests in the capital of any Holding Company of an Obligor, to release:
 - (i) that Holding Company and any Subsidiary of that Holding Company from all or any part of:
 - (A) its Borrowing Liabilities;
 - (B) its Guarantee Liabilities; and
 - (C) its Other Liabilities;
 - (ii) any Lien over any Collateral granted by any Subsidiary of that Holding Company over any of its assets;

on behalf of the relevant Creditors;

- (d) *facilitative disposal of liabilities on a share sale/Appropriation*: if the asset subject to the Distressed Disposal or Appropriation consists of equity interests in the capital of an Obligor or the Holding Company of an Obligor and the International Security Agent decides to dispose of all or any part of the Liabilities (other than Liabilities due to any Representative, in its capacity as such) owed by that Obligor or Holding Company or any Subsidiary of that Obligor or Holding Company on the basis that any transferee of those Liabilities (the “**Transferee**”) will not be treated as a Creditor for the purposes of this Agreement, to execute and deliver or enter into any agreement to dispose of all or part of those Liabilities on behalf of the relevant Obligors provided that notwithstanding any other provision of any Debt Document the Transferee shall not be treated as a Creditor for the purposes of this Agreement;
- (e) *sale of liabilities on a share sale/Appropriation*: if the asset subject to the Distressed Disposal or Appropriation consists of equity interests in the capital of an Obligor or the Holding Company of an Obligor and the International Security Agent decides to dispose of all or any part of the Liabilities (other than Liabilities due to any Agent, in its capacity as such) owed by that Obligor or Holding Company or any Subsidiary of that Obligor or Holding Company on the basis that any transferee of those Liabilities will be treated as a Creditor for the purposes of this Agreement, to execute and deliver or enter into any agreement to dispose of all (and not part only) of the Liabilities owed to the Creditor (other than Liabilities due to any Agent, in its capacity as such) on behalf of, in each case, the relevant Creditors and Obligors;
- (f) *transfer of obligations in respect of liabilities on a share sale/Appropriation*: if the asset subject to the Distressed Disposal or Appropriation consists of shares in the capital of an Obligor or the Holding Company of an Obligor (the “**Disposed Entity**”) and the International Security Agent decides to transfer to another Obligor (the “**Receiving Entity**”) all or any part of the Disposed Entity's obligations or any obligations of any Subsidiary of that Disposed Entity in respect of any Liabilities, to execute and deliver or enter into any agreement to:
 - (i) agree to the transfer of all or part of the obligations in respect of the relevant Liabilities on behalf of the relevant Obligor to which those obligations are owed and on behalf of the Obligor which owes those obligations; and
 - (ii) to accept the transfer of all or part of the obligations in respect of the relevant Liabilities on behalf of the Receiving Entity or Receiving Entities to which the obligations in respect of those Liabilities are to be transferred.

2. **FORM OF CONSIDERATION FOR DISTRESSED DISPOSALS AND DEBT DISPOSALS**

Subject to Clause 5, a Distressed Disposal or a Debt Disposal may be made in whole or in part for consideration in the form of cash or cash equivalents or, if not for cash, for Non-Cash Consideration which is acceptable to the International Security Agent.

3. **PROCEEDS OF DISTRESSED DISPOSALS AND DEBT DISPOSALS**

The proceeds of each Distressed Disposal and each Debt Disposal shall be paid, or distributed, to the International Security Agent for application in accordance with this Agreement and, to the extent that:

- (a) any Liabilities Sale has occurred; or
- (b) any Appropriation has occurred,

as if that Liabilities Sale, or any reduction in the Liabilities resulting from that Appropriation, had not occurred.

4. **SECOND LIEN PROTECTION**

4.1. If, before the Discharge of Second Lien Obligations, a Distressed Disposal, an Appropriation or Liabilities Sale is being effected it is a further condition to the First Lien Representative or International Security Agent taking any release, disposal or transfer which it is otherwise authorised to take under the terms of this Schedule 2 (other than in respect of any release, disposal or transfer of the Borrowing Liabilities or Guarantee Liabilities of, or any Lien over any Collateral granted by, a U.S. Obligor) that either:

- (a) the prior consent of the Designated Second Lien Representative (acting with the consent of the Second Lien Required Creditors) is obtained; or
- (b) the following conditions (where applicable) are satisfied:
 - (i) the consideration in respect of such Distressed Disposal or Liabilities Sale is:
 - (A) paid or payable in cash or substantially all in cash; or
 - (B) paid or payable in Non-Cash Consideration in circumstances where the International Security Agent (acting reasonably) determines that the cash consideration payable under the highest of the other bona fide and fully committed offers made in relation to that Distressed Disposal or Liabilities Sale is less than the outstanding First Lien Obligations or that no other bona fide and fully committed offers have been or are reasonably likely to be made, in which case the Non-Cash Consideration can take the form of the First Lien Secured Parties (or any of them acting alone or together) bidding by any appropriate mechanic all or part of their First Lien Obligations (such that the First Lien Obligations would, on completion, be discharged to the extent of any amount equal to the amount of the offer made by the relevant First Lien Secured Parties),

and the proceeds of such Distressed Disposal, an Appropriation or a Liabilities Sale are applied in accordance with the terms of this Agreement; and

- (ii) the sale, disposal or transfer is made pursuant to a public auction or a competitive bid process (which auction or process may be (but does not have to be) completed by a process of proceedings approved by or supervised by, or on behalf of, any court of law) or any other process agreed to by the

Designated Second Lien Representative with a view to obtaining the best price reasonably obtainable taking into account all relevant circumstances, in each case:

- (A) in which the Second Lien Secured Parties (on the basis of equal information at the same time, including access to management, as all other bidders or financiers and without restrictions or conditions that would not be applicable to other bidders or financiers and on the basis that the Second Lien Secured Parties' bids are evaluated on the same objective criteria as any other bid, provided that the Second Lien Secured Parties shall not have access to any due diligence report commissioned by the First Lien Secured Parties or any agent or adviser on their behalf, whether or not any such due diligence report is addressed to, or capable of being relied upon by, any member of the Group, which relates to the possible implementation of any Enforcement Action, debt restructuring and/or sales process which may or will involve the release and/or compromise of any of the Second Lien Obligations, any guarantees given for the Second Lien Obligations or any Collateral (the "**First Lien Enforcement Advice**"); provided that where any due diligence report that has been shared with any potential third-party purchaser under a public auction or a competitive bid process includes any First Lien Enforcement Advice, the Second Lien Secured Parties shall have access to the relevant report together with the First Lien Enforcement Advice,
- (B) if such auction or process could reasonably be expected to result in attracting no bids or a bona fide and fully committed cash or cash equivalent bid the cash or cash equivalent consideration in relation to which is determined by the Designated First Lien Representative (acting reasonably) to be less than the outstanding First Lien Obligations, the First Lien Secured Parties (or any of them acting alone or together),

are entitled to participate as bidders or financiers to the potential purchaser(s) or, following the sale, disposal or transfer, the Group; and

- (iii) in circumstances where:
 - (A) the International Security Agent (acting in good faith) considers that a sale, disposal or transfer made by way of this sub-paragraph (b) is not reasonably practicable taking into account all relevant circumstances; or
 - (B) the First Lien Secured Parties (or any of them acting alone or together) make the highest final binding offer of all the offers received pursuant to this sub-paragraph (b) but such offer is less than the outstanding First Lien Obligations,

the International Security Agent has received an opinion from a Financial Adviser confirming that the proceeds received or recovered in connection with such disposal are fair from a financial point of view taking into account all

relevant circumstances. The opinion can be relied upon by the International Security Agent and disclosed to the Designated Second Lien Representative on a non-reliance basis.

5. RESTRICTION ON SECOND LIEN ENFORCEMENT

If, prior to the Discharge of First Lien Obligations (other than Excess First Lien Obligations), a Distressed Disposal or a Liabilities Sale is being effected by the International Security Agent on the instructions of the Second Lien Required Creditors:

- (a) the International Security Agent is not authorised to release any Obligor, Subsidiary or Holding Company from any Borrowing Liabilities, Guarantee Liabilities or Other Liabilities owed to any First Lien Secured Party unless those Borrowing Liabilities, Guarantee Liabilities or Other Liabilities and any other First Lien Obligations will be Discharged following that release; and
- (b) no Distressed Disposal or Debt Disposal may be made for Non-Cash Consideration unless the prior consent of the Designated First Lien Representative is obtained.

6. APPOINTMENT OF FINANCIAL ADVISER

6.1. The International Security Agent may engage, or approve the engagement of, (in each case on such terms as it may consider appropriate (including, without limitation, restrictions on that Financial Adviser's liability and the extent to which any advice, valuation or opinion may be relied on or disclosed)), pay for and rely on the services of a Financial Adviser to provide advice, a valuation or an opinion in connection with:

- (a) a Distressed Disposal or a Debt Disposal (including in connection with, and without prejudice to, the specific requirements of paragraph (b)(iv) of Clause 4 above);
- (b) the application or distribution of any proceeds of a Distressed Disposal or a Debt Disposal; or
- (c) any amount of Non-Cash Consideration which is subject to Section 7.1.
- (d) For the purposes of Clause 6.1 above, the International Security Agent shall act on the instructions of the Instructing Group.

7. REPRESENTATIVE'S ACTIONS

For the purposes of Clause 1, Clause 2 and Clause 4 the International Security Agent shall act:

- (a) in the case of an Appropriation or if the relevant Distressed Disposal is being effected by way of enforcement of the Liens over any Collateral, in accordance with Schedule 4; and
- (b) in any other case: on the instructions of the Instructing Group.

8. **FURTHER ASSURANCE—DISPOSALS AND RELEASES**

If a Distressed Disposal or Appropriation is being effected, at the reasonable expense of the Obligor and not in contravention of applicable law:

- (a) each Creditor and Obligor will do all things and take all steps that the International Security Agent reasonably requests in order to give effect to this Schedule (which shall include, without limitation, the execution of any assignments, transfers, releases or other documents that the International Security Agent may consider to be necessary to give effect to the releases or disposals contemplated by this Schedule); or
- (b) each Obligor will grant a power of attorney to the International Security Agent (on such terms as it may reasonably require) to enable the International Security Agent to take any such action in order to give effect to this Schedule, in the event that the International Security Agent is not entitled to take any of the actions contemplated by this Schedule.

Schedule 3
Effect of Bankruptcy Event

1. DISTRIBUTIONS

- (a) In connection with a Bankruptcy Event (other than a U.S. Bankruptcy/Liquidation Proceeding) in respect of any Obligor, any Secured Party entitled to receive a payment or other distribution from Collateral or proceeds thereof of such Obligor in respect of Secured Obligations owed to such Secured Party shall, to the extent it is able to do so, direct the Person responsible for such payment or distribution to make such payment or distribution (a) until the Discharge of the First Lien Obligations, to the Designated First Lien Representative (or to such other Person as the Designated First Lien Representative shall direct) until the Discharge of the First Lien Obligations and (b) thereafter, to the Designated Second Lien Representative.
- (c) The Designated First Lien Representative or Designated Second Lien Representative, as applicable shall apply distributions made to it under paragraph (a) above in accordance with Section 7.2; provided that following the Discharge of First Lien Obligations, such distributions shall be applied to the Designated First Lien Representative as set forth herein.

2. SET-OFF

In connection with a Bankruptcy Event (other than a U.S. Bankruptcy/Liquidation Proceeding) in respect of any Obligor, to the extent that any Secured Obligation of such Obligor is discharged by way of set-off (mandatory or otherwise) against a Liability owing to such Obligor by a Secured Party, the Secured Party benefitting from such set-off shall pay an amount equal to the Liabilities discharged by such set-off (a) until the Discharge of the First Lien Obligations, to the Designated First Lien Representative (or to such other Person as the Designated First Lien Representative shall direct) until the Discharge of the First Lien Obligations and (b) thereafter, to the Designated Second Lien Representative, in each case, for application in accordance with Section 7.2.

3. NON-CASH DISTRIBUTIONS

If the Designated First Lien Representative or any other Secured Party receives a distribution in the form of Non-Cash Consideration in respect of any of the Liabilities (other than any distribution of Non-Cash Recoveries), the Liabilities will not be reduced by that distribution until and except to the extent that the realisation proceeds are actually applied towards the Liabilities.

4. FILING OF CLAIMS

After the occurrence of a Bankruptcy Event (not being a U.S. Bankruptcy/Liquidation Proceeding) in relation to any member of the Group, each Second Lien Secured Party and Unsecured Creditor irrevocably authorises the Designated First Lien Representative, on its behalf, to:

- (a) take any Enforcement Action (in accordance with and subject to, the terms of this Agreement) against that member of the Group and except as otherwise permitted hereunder;

- (b) demand, sue, prove and give receipt for any or all of that member of the Group's Liabilities;
- (c) collect and receive all distributions on, or on account of, any or all of that member of the Group's Liabilities; and
- (d) file claims, take proceedings and do all other things the Designated First Lien Representative considers reasonably necessary to recover that member of the Group's Liabilities.

5. INSTRUCTIONS

For the purposes of Clause 1 of this Schedule and Clause 4 of this Schedule, the Designated First Lien Representative shall act on the instructions of the Instructing Group.

6. MISCELLANEOUS

Upon any Bankruptcy Event (other than a US Bankruptcy/Liquidation Proceeding), voting rights in connection with Bankruptcy/Liquidation Proceeding (other than a US Bankruptcy/Liquidation Proceeding) in respect of an Obligor shall be exercised by each Second Lien Secured Party and Unsecured Creditor in accordance with Schedule 4 of this Agreement.

Schedule 4
Enforcement of Collateral

1. ENFORCEMENT INSTRUCTIONS

- i. In respect of First Liens which are not granted under the Shared Security Documents:
 1. the Designated First Lien Representative may refrain from enforcing the First Liens unless instructed otherwise by the First Lien Required Creditors; and
 2. subject to the First Liens having become enforceable in accordance with the terms of the relevant Security Documents, the First Lien Required Creditors may give or refrain from giving instructions to the Designated First Lien Representative to enforce or refrain from enforcing any First Liens.
- ii. In respect of Second Liens which are not granted under the Shared Security Documents and subject always to Section 2:
 1. the Designated Second Lien Representative may refrain from enforcing the Second Liens unless instructed otherwise by the Second Lien Required Creditors; and
 2. subject to the Second Liens having become enforceable in accordance with the terms of the relevant Security Documents, the Second Lien Required Creditors may give or refrain from giving instructions to the Designated Second Lien Representative to enforce or refrain from enforcing any Second Liens.
- iii. In respect of Liens granted under the Shared Security Documents (the “**Shared Liens**”):
 1. the International Security Agent may refrain from enforcing the Shared Liens unless instructed otherwise by:
 - a. the Instructing Group; or
 - b. if required under paragraph (iv) below, the Second Lien Required Creditors; and
 2. subject to the Liens having become enforceable in accordance with the terms of the relevant Security Documents:
 - a. the Instructing Group; or
 - b. to the extent permitted to enforce or to require the enforcement of the Second Lien Collateral prior to the Discharge of the First Lien Obligations under Section 2.3(b), the Second Lien Required Creditors,

may give or refrain from giving instructions to the International Security Agent to enforce or refrain from enforcing the Shared Liens as they see fit.

- iv. Prior to the Discharge of the First Lien Obligations: if the Instructing Group has instructed the International Security Agent not to enforce or to cease enforcing the Shared Liens, and if, in each case, the Instructing Group has not required any member of the Group to make a Distressed Disposal, the International Security Agent shall give effect to any instructions to enforce the Shared Liens which the Second Lien Required Creditors are then entitled to give to the International Security Agent under Section 2.3(b).
- v. The Designated First Lien Representative, the International Security Agent and the Designated Second Lien Representative are each entitled to conclusively rely on and comply with instructions given in accordance with this Clause 1.

2. MANNER OF ENFORCEMENT

- (a) If a First Lien is being enforced pursuant to Clause 1(a), the Designated First Lien Representative shall enforce the First Lien in such manner (including, without limitation, the selection of any administrator (or any analogous officer in any jurisdiction) of any Obligor to be appointed by the Designated First Lien Representative) as the First Lien Required Creditors shall instruct. If a Second Lien is being enforced pursuant to Clause 1(b), the Designated Second Lien Representative shall enforce the Second Lien in such manner (including, without limitation, the selection of any administrator (or any analogous officer in any jurisdiction) of any Obligor to be appointed by the Designated Second Lien Representative) as the Second Lien Required Creditors shall instruct.
 - (b) If the Shared Liens are being enforced pursuant to Clause 1(c), the International Security Agent shall enforce the Shared Liens in such manner (including, without limitation, the selection of any administrator (or any analogous officer in any jurisdiction) of any member of the group to be appointed by the International Security Agent) as:
 - (i) the Instructing Group; or
 - (ii) prior to the Discharge of the First Lien Obligations, if:
 - (A) the International Security Agent has, pursuant to paragraph (c)(iii) of Clause 1, given effect to instructions given by the Second Lien Required Creditors to enforce the Shared Liens; and
 - (B) the Instructing Group has not given instructions as to the manner of enforcement of the Shared Liens,
- the Second Lien Required Creditors, shall instruct.

3. EXERCISE OF VOTING RIGHTS

- (a) Each Secured Party (other than the Second Lien Secured Parties, and each Agent, in each case, acting in its capacity as such) will cast its vote in any proposal put to the vote by or under the supervision of any judicial or supervisory authority in respect of any insolvency, pre-insolvency or rehabilitation or similar proceedings (other than pursuant to a Bankruptcy/Liquidation Proceeding) relating to any member of the Group as instructed by the Designated First Lien Representative.
- (b) The Designated First Lien Representative shall give instructions for the purposes of paragraph (a) above in accordance with any instructions given to it by the Instructing Group.
- (c) Each Second Lien Secured Party (and/or, as the case may be under applicable laws, the Designated Second Lien Representative) shall refrain from casting its vote (and/or instructing any Person to vote) in favour of any proposal (including a Plan of Reorganization) put to the vote by or under the supervision of any judicial or supervisory authority in respect of any Bankruptcy/Liquidation Proceeding relating to any member of the Group which (A) would be inconsistent with the terms of this Agreement or (B) does not require the payment in full in cash of the First Lien Obligations, in each case, unless the Required First lien Creditors have consented (or desire to consent) to such proposal or Plan of Reorganization.
- (a) Nothing in this Clause 3 entitles any party to exercise, or requires any Creditor to exercise, such power of voting to: (i) waive, reduce, discharge, extend the due date for (or change the basis for accrual of any) payment of or reschedule any of the liabilities owed to that Creditor; or (ii) modify any First Lien Debt Documents or Second Lien Debt Documents in a way that would cause that Creditor to be treated in a less beneficial manner than originally contemplated under the terms of the First Lien Debt Documents or Debt Documents.

3. WAIVER OF RIGHTS

To the extent permitted under applicable law and subject to Clause 1 of this Schedule, Clause 2 of this Schedule, and Section 7.2, each of the Creditors waives all rights it may otherwise have to require that any Lien over any Collateral be enforced in any particular order or manner or at any particular time or that any amount received or recovered from any Person, or by virtue of the enforcement of any Lien over any Collateral or of any other security interest, which is capable of being applied in or towards discharge of any of the Secured Obligations is so applied.

Schedule 5
Amendments and Waivers: Security Documents

1. AMENDMENTS AND WAIVERS: SECURITY DOCUMENTS

- (a) In respect of the Shared Security Documents:
- (i) subject to paragraph (ii) below, the International Security Agent may, if authorised by the Instructing Group, and if Issuer consents, amend the terms of, waive any of the requirements of or grant consents under, any of the Shared Security Documents which shall be binding on each party hereto; and
 - (ii) subject to paragraph (iii) below, any amendment or waiver of, or consent under, any Shared Security Document other than pursuant to Section 2.6(a) and/or Schedule 2 which would affect:
 - (A) the nature or scope of the Collateral, including the types of assets forming part of the Collateral;
 - (B) the manner in which the proceeds of enforcement of the Liens over the Collateral are distributed; or
 - (C) the release of any Liens over the Collateral,

shall not be made without the prior consent of:

- (A) the First Lien Secured Parties whose consent to that amendment, waiver or consent is required under the First Lien Debt Documents; and
 - (B) the Second Lien Secured Parties whose consent to that amendment, waiver or consent is required under the Second Lien Debt Document.
- (iii) paragraph (ii) above shall not apply:
- (A) to any release of Liens over the Collateral, any claim or any Secured Obligations; or
 - (B) to any consent,

which, in each case, the International Security Agent gives in accordance with Section 2.6, Section 8.3, Section 8.5, Section 8.6, Schedule 2 hereof or Section 11.04 of the Initial First Lien Indenture as of the date hereof (or any Equivalent Provision in any Additional First Lien Debt Agreement).

- (b) In respect of the First Lien Security Documents or Second Lien Security Documents (which are not Shared Security Documents):
- (i) subject to paragraph (ii) below, the Designated First Lien Representative, First Lien Collateral Agent, Designated Second Lien Representative or Second Lien Collateral Agent, as applicable, may, if authorised by the First Lien Required Creditors or Second Lien Required Creditors, as applicable, and if Issuer (or

other applicable Obligor) consents, amend the terms of, waive any of the requirements of or grant consents under, any of the First Lien Security Documents or Second Lien Security Documents, as applicable (which are not Shared Security Documents) which shall be binding on each party hereto; and

- (ii) subject to paragraph (c) below, any amendment or waiver of, or consent under, any First Lien Security Document or Second Lien Security Document, as applicable (which is not a Shared Security Document) other than pursuant to Section 2.6(a) and/or Schedule 2 which would affect:
 - (A) the nature or scope of the Collateral;
 - (B) the manner in which the proceeds of enforcement of the Liens over the Collateral are distributed; or
 - (C) the release of any Liens over the Collateral,

shall not be made without the prior consent of:

- (A) with respect to any First Lien Security Document, the First Lien Secured Parties whose consent to that amendment, waiver or consent is required under the First Lien Debt Documents;
- (B) with respect to any Second Lien Security Document, the Second Lien Secured Parties whose consent to that amendment, waiver or consent is required under the Second Lien Debt Documents; and
- (C) with respect to any Second Lien Security Document, to the extent the consent of the Second Lien Secured Parties is required in connection with that amendment, waiver or consent under the Second Lien Debt Documents then:
 - (1) to the extent such consent is required from the Second Lien Secured Parties, the Second Lien Required Creditors; or

to the extent such consent is required from each Second Lien Creditor, each Second Lien Creditor.

(c) Paragraph (b) above shall not apply:

- (ii) to any release of Liens over the Collateral, any claim or any Secured Obligations; or
- (iii) to any consent,

which, in each case, the relevant Representative or Collateral Agent, as applicable, gives in accordance with Section 8.5, Section 8.6 or Schedule 2 hereof or Section 11.04 of the Initial First Lien Indenture (or any Equivalent Provision in any Additional First Lien Debt Agreement), or to any amendment, modification or waiver of the Second Lien Security Documents permitted pursuant to Section 2.6 or Section 8.3.

Schedule 6
International Security Agent

1. APPOINTMENT BY SECURED PARTIES

Without limiting and in acknowledgement of the separate appointment of the First Lien Collateral Agent for and on behalf of the First Lien Secured Parties and the Second Lien Collateral Agent for and on behalf of the Second Lien Secured Parties:

- (a) each Secured Party, including each Representative, confirms the appointment of The Bank of New York Mellon, London Branch, in its capacity as the International Security Agent as agent and administrator executing and entering into the Security Documents in its name and on its behalf and on behalf of each of the Secured Parties and for the purpose of accepting, holding on trust and administering the Liens created or purported to be created pursuant to the Shared Security Documents for and on behalf of the Secured Parties pursuant to the provisions of this Agreement and the applicable Shared Security Documents and for the purposes of acting as each such Party's agent in connection with any Distressed Disposal at the direction of the Instructing Group (or the applicable Designated First Lien Representative or Designated Second Lien Representative);
- (b) In respect of the Shared Security Documents governed by French law, each Secured Party moreover hereby irrevocably appoints, authorizes, empowers and directs the International Security Agent to act as its agent (*mandataire*) pursuant to article 1984 of the French *Code Civil* and to execute in its name and on its behalf such Shared Security Documents (if such Shared Security Document is to be executed by the International Security Agent in the name and on behalf of such Secured Party), to perform the duties and to exercise the rights, powers and discretions that are specifically delegated to it under or in connection with such Security Documents, together with any other rights, powers and discretions which are incidental thereto and to give a good discharge for any moneys payable under such Security Documents, it being understood that each Secured Party (other than the International Security Agent or, as the case may be, the Collateral Agents) shall issue special power of attorneys in all cases where the exercise of powers granted under this Agreement requires the issuance of any such special powers of attorney, and the International Security Agent accepts such appointment, it being agreed that the provisions of this sub-paragraph (b) are governed by the laws of France.
- (c) each Secured Party agrees that the International Security Agent shall be and is hereby authorised by each Secured Party (without further consent, sanction, authority or confirmation from any party) to execute on behalf of itself and each Secured Party:
 - (i) following the occurrence of the Discharge of the First Lien Obligations and the Second Lien Obligations, releases of all Liens granted under the Security Documents; and
 - (ii) to the extent permitted under the Debt Documents, all releases of Liens granted under the Security Documents;

- (d) the International Security Agent confirms that it accepts such appointments and that it shall hold the Collateral in which it has liens on trust for the Secured Parties on the terms contained in this Agreement and the relevant Shared Security Documents;
- (e) each of the Secured Parties agrees that the International Security Agent shall have only those duties, obligations and responsibilities expressly specified in this Agreement or in the Shared Security Documents (and no others shall be implied). The International Security Agent's duties under this Agreement and/or the Shared Security Documents to which the International Security Agent is a party are solely of a mechanical and administrative nature;
- (f) for the purposes of performing its rights and obligations as International Security Agent hereunder, each Secured Party hereby authorizes International Security Agent to act as its agent. At the request of the International Security Agent, each Secured Party shall provide the International Security Agent with a separate written power of attorney for the purposes of executing any relevant agreements and documents on their behalf;
- (g) each Secured Party hereby ratifies and approves all acts and declarations previously done by the International Security Agent on such Secured Party's behalf; and
- (h) notwithstanding the other provisions of this Schedule 6), each Secured Party hereby agrees in respect of any Shared Security Documents governed by Swiss law which provide for an accessory security interest (*akzessorische Sicherheit*) that the International Security Agent shall hold and administer and, as the case may be, release and (subject to the respective Shared Lien having become enforceable) realize any such Collateral for itself and as direct representative (*direkter Stellvertreter*) for and on behalf of each Secured Party, and each present or future Secured Party authorizes the International Security Agent to act as its direct representative (*direkter Stellvertreter*) in relation to any and all matters in connection with such Shared Security Documents, including, without limitation, (i) to accept and execute and hold, administer and, if necessary, enforce the security granted under such Shared Security Documents, (ii) to agree to amendments, restatements and other alterations of such Shared Security Documents, (iii) to effect any release of the security under, and the termination of, any such Shared Security Document, and (iv) to exercise such other rights powers, authorities and discretions granted to the Collateral Agent hereunder or under the relevant Shared Security Document.

2. AUTHORIZATION OF THE INTERNATIONAL SECURITY AGENT

Each Secured Party agrees that Article 11 of the Initial First Lien Indenture (and any Equivalent Provision in any Additional First Lien Debt Agreement) and Article 11 of the Initial Second Lien Indenture (and any Equivalent Provision in any Additional Second Lien Debt Agreement) shall each apply *mutatis mutandis*, as though set out in full herein and such references therein to the "Collateral Agent" shall mean the International Security Agent.

Schedule 7
Parallel Debt

- (a) Each Obligor hereby irrevocably and unconditionally undertakes to pay to the International Security Agent amounts equal to any amounts owing from time to time by that Obligor to any Secured Party under any of the First Lien Debt Documents, including any Guarantee, and the Second Lien Debt Documents, including any Guarantee, as and when those amounts are due (the "Parallel Debt").
- (b) Each Obligor and the International Security Agent acknowledge that the obligations of each Obligor under clause (a) above are several and are separate and independent from, and shall not in any way limit or affect, the corresponding obligations of that Obligor to any Secured Party under any of the Senior Lien Documents, including any Guarantee, and the Second Lien Debt Documents, including any Guarantee, (its "Corresponding Debt") nor shall the amounts for which each Obligor is liable under clause (a) above (its Parallel Debt) be limited or affected in any way by its Corresponding Debt provided that: (i) the Parallel Debt of each Obligor shall be decreased to the extent that its Corresponding Debt has been irrevocably paid or (in the case of guarantee obligations) discharged; and (ii) the Corresponding Debt of each Obligor shall be decreased to the extent that its Parallel Debt has been irrevocably paid or (in the case of guarantee obligations) discharged; and (iii) the amount of the Parallel Debt of an Obligor shall at all times be equal to the amount of its Corresponding Debt.
- (c) For the purpose of this Schedule 7, the International Security Agent acts in its own name and not as a trustee, and its claims in respect of the Parallel Debt shall not be held on trust. The Liens granted under the First Lien Debt Documents, including any Guarantee, and the Second Lien Debt Documents, including any Guarantee, to the International Security Agent to secure the Parallel Debt are granted to the International Security Agent, in its capacity as creditor of the Parallel Debt and shall not be held on trust.
- (d) All moneys received or recovered by the International Security Agent pursuant to this Schedule 7, and all amounts received or recovered by the International Security Agent, from or by the enforcement of any Liens granted to secure the Parallel Debt, shall be applied in accordance with Section 7.

Schedule 8 Unsecured Creditors and Unsecured Debt

1. Restriction on Enforcement.

Subject to Clause 2 below, and unless otherwise agreed by, prior to the Discharge of the First Lien Obligations, the Designated First Lien Representative or after the Discharge of the First Lien Obligations, the Designated Second Lien Representative (the “Relevant Designated Representative”), so long as the Discharge of the Secured Obligations has not occurred, no Unsecured Creditor may take any Enforcement Action against a Non-US Obligor in respect of any Liabilities owed to such Unsecured Creditor until the expiry of a period of one hundred and eighty (180) days from the date that the relevant Unsecured Creditor Representative for such Unsecured Creditor provides notice in writing to the Relevant Designated Representative that (x) an event of default (or any similar, equivalent or analogous event under an Unsecured Debt Document) is continuing under such Unsecured Debt Document and (y) the Unsecured Debt Obligations in respect of such Unsecured Debt Documents are due and payable or would be due and payable but for the absence of an acceleration notice to the applicable Obligor (in circumstances where the relevant Unsecured Creditor is then permitted to give such notice under the relevant Unsecured Debt Document); provided that at any time the Designated First Lien Representative (or if applicable, the Designated Second Lien Representative) has commenced and is diligently pursuing any enforcement action with respect to such Non-US Obligor, then such one hundred and eighty (180) day period shall toll during (and shall be extended by) such time and, if the one hundred and eighty (180) day period has commenced prior to such time, the one hundred and eighty (180) day period shall be stayed during such time.

2. Permitted Enforcement

Notwithstanding Clause 1 above, after the commencement of a Bankruptcy Event (other than a U.S. Bankruptcy/Liquidation Proceeding) in relation to a Non-US Obligor which is a guarantor or borrower or has granted a security interest with respect to the relevant Unsecured Debt, in relation to the relevant Unsecured Debt (only) each Unsecured Creditor may (unless the Relevant Designated Representative, has taken, or has given notice that it intends to take, action on behalf of the Unsecured Creditors in accordance with Schedule 3) exercise any right it may otherwise have against that Obligor to (i) accelerate any of that Obligor’s Unsecured Debt Obligations or declare them prematurely due and payable or payable on demand; (ii) make a demand under any guarantee, indemnity or other assurance against loss given by that Obligor in respect of any Unsecured Debt Obligations; or (iii) exercise any right of set-off or take or receive any Payment in respect of any Unsecured Debt Obligations of that Obligor *provided that* (x) such rights are exercised only in relation to that particular Obligor that is the subject of the relevant Bankruptcy Event (and not, for the avoidance of doubt, against any other Obligor or any other member of the Group) (y) in circumstance where the Relevant Designated Representative takes any Enforcement Action in relation to a particular Obligor, the Unsecured Creditors may only (and to the extent available to it) take the same Enforcement Action in relation to such Obligor as the Enforcement Action taken by the Relevant Designated Representative against that Obligor and not against any other Obligor or any other member of the Group and (z) the Designated First Lien Representative (or Designated Second Lien Representative, as applicable) shall not have, or shall not have caused the International Security Agent to, commence and diligently pursue a Distressed Disposal in accordance with Schedule 2 with respect to all or any material portion of the Collateral.

3. Notice of Event of Default.

Promptly upon becoming aware of an event of default under the Unsecured Debt Documents, such Unsecured Creditors (or Unsecured Creditor Representative on behalf of the Unsecured Creditors on behalf of which it represents) shall by notice in writing notify the Designated First Lien Representative and Designated Second Lien Representative of the existence of such event of default under the Unsecured Debt Documents (and promptly deliver a copy of such notice to the Parent).

4. Other Agreements.

Each Unsecured Debt Representative, on behalf of itself and the Unsecured Creditors it represents agrees that the provisions of Sections 2.4, 2.5, 2.10 and 7 shall apply to it, such Unsecured Creditors, the Unsecured Debt Obligations and the Unsecured Debt Documents, to the same extent as applicable to the Second Lien Representatives, Second Lien Secured Parties, Second Lien Obligations and Second Lien Debt Documents.]

Schedule 9
English law security – Appointment of Trustee

1 Appointment of Security Trustees

In this Schedule:

"English First Lien Security Document" means any First Lien Security Document which is expressed to be or is construed to be governed by English law.

"English Second Lien Security Document" means any Second Lien Security Document which is expressed to be or is construed to be governed by English law.

"English Security Document" means any English First Lien Security Document, English Second Lien Security Document or English Shared Security Document.

"English Shared Security Document" means any Shared Security Document which is expressed to be or is construed to be governed by English law.

"First Lien Trusts" means the trusts created pursuant to this Schedule 9 pursuant to which the First Lien Security Agent holds Security Property on trust for the benefit of the First Lien Secured Parties.

"Second Lien Trusts" means the trusts created pursuant to this Schedule 9 pursuant to which the Second Lien Security Agent holds Security Property on trust for the benefit of the Second Lien Secured Parties.

"Security Property" means all right, title and interest in, to and under any English Security Document, including:

- (a) the Collateral;
- (a) the benefit of the undertakings in such English Security Document; and
- (b) all sums received or recovered by the relevant Security Trustee pursuant to any English Security Document and any assets representing the same.

"Security Trustees" means the First Lien Collateral Agent, the Second Lien Collateral Agent and the International Security Agent.

"Shared Trusts" means the trusts created pursuant to this Schedule 9 pursuant to which the International Security Agent holds Security Property on trust for the benefit of the First Lien Secured Parties and Second Lien Secured Parties.

1.1 **Appointment**

- (a) Each other First Lien Secured Party appoints the First Lien Collateral Agent to act as security trustee under and in connection with the English First Lien Security Documents and to execute the English First Lien Security Documents on its behalf.
- (b) Each other Second Lien Secured Party appoints the Second Lien Collateral Agent to act as security trustee under and in connection with the English Second Lien Security Documents and to execute the English Second Lien Security Documents on its behalf.
- (c) Each other Secured Party appoints the International Security Agent to act as security trustee under and in connection with the English Shared Security Documents and to execute the English Shared Security Documents on its behalf.

1.2 **Declaration of trust**

Each Security Trustee declares that it holds the relevant Security Property on trust for the relevant Secured Parties on the terms contained in this Agreement and the relevant English Security Agreement.

1.3 **Rights of Security Trustees**

Each Security Trustee shall have all the rights, privileges and immunities which gratuitous trustees have or may have in England, even though it is entitled to remuneration.

1.4 **Powers supplemental to Trustee Acts**

The rights, powers, authorities and discretions given to the Security Trustees under or in connection with the Debt Documents shall be supplemental to the English Trustee Act 1925 and the English Trustee Act 2000 and in addition to any which may be vested in the Security Trustees by law or regulation or otherwise.

1.5 **Disapplication of Trustee Acts**

Section 1 of the English Trustee Act 2000 shall not apply to the duties of the Security Trustees in relation to the trusts constituted by this Agreement. Where there are any inconsistencies between the English Trustee Act 1925 or the English Trustee Act 2000 and the provisions of this Agreement, the provisions of this Agreement shall, to the extent permitted by law and regulation, prevail and, in the case of any inconsistency with the English Trustee Act 2000, the provisions of this Agreement shall constitute a restriction or exclusion for the purposes of that Act.

1.6 **Delegation by the Security Trustees**

- (a) Each Security Trustee may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion vested in it in its capacity as such.

- (b) That delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the relevant Security Trustee may, in its discretion, think fit in the interests of the relevant Secured Parties.
- (c) No Security Trustee shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate provided that it exercises reasonable care in selecting that delegate or sub-delegate.

1.7 **Winding up of trust**

- (a) Following the Discharge of First Lien Obligations, the First Lien Trusts will be wound up.
- (b) Following the Discharge of Second Lien Obligations, the Second Lien Trusts will be wound up.
- (c) Following both the Discharge of First Lien Secured Obligations and the Discharge of Second Lien Obligations, the Shared Trusts will be wound up.

2 **GOVERNING LAW**

This Schedule 9 is governed by English law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

THE BANK OF NEW YORK MELLON, LONDON BRANCH,
as Initial First Lien Representative and
Initial First Lien Collateral Agent

By: /s/ Charlotte Davidson
Name: Charlotte Davidson
Title: Vice President

THE BANK OF NEW YORK MELLON, LONDON BRANCH,
as Initial Second Lien Representative and
Initial Second Lien Collateral Agent

By: /s/ Charlotte Davidson
Name: Charlotte Davidson
Title: Vice President

THE BANK OF NEW YORK MELLON, LONDON BRANCH,
as International Security Agent

By: /s/ Charlotte Davidson
Name: Charlotte Davidson
Title: Vice President

THE BANK OF NEW YORK MELLON,
as Initial First Lien U.S. Collateral Agent and Initial Second Lien
U.S. Collateral Agent

By: /s/ Charlotte Davidson
Name: Charlotte Davidson
Title: Vice President

**The foregoing Agreement is hereby
ACKNOWLEDGED by:**

Parent:

CGG, SA, a *societe anonyme* incorporated under the laws of France (registration number 969 202 241 RCS Paris)

By: /s/ Yves Goulard

Name: Yves Goulard

Title: Authorised Signatory

Issuer:

CGG Holding (U.S.) Inc., a Delaware corporation

By: /s/ Yves Goulard

Name: Yves Goulard

Title: Authorised Signatory

GUARANTORS:

ALITHEIA RESOURCES INC.

By: /s/ Yves Goulard
Name: Yves Goulard
Title: Authorised Signatory

CGG LAND (U.S.) INC.

By: /s/ Yves Goulard
Name: Yves Goulard
Title: Authorised Signatory

CGG SERVICES (U.S.) INC.

By: /s/ Yves Goulard
Name: Yves Goulard
Title: Authorised Signatory

VIKING MARITIME INC.

By: /s/ Yves Goulard
Name: Yves Goulard
Title: Authorised Signatory

CGG HOLDING B.V.

By: /s/ Yves Goulard
Name: Yves Goulard
Title: Authorised Signatory

CGG MARINE B.V.

By: /s/ Yves Goulard
Name: Yves Goulard
Title: Authorised Signatory

Annex I

Provision for Second Lien Debt Document

Each [Lender/Creditor] (a) hereby consents to the subordination and ranking of the Liens securing the Obligations on the terms set forth in the Intercreditor Agreement, (b) hereby agrees that this Agreement and the other [Debt Documents], and the rights and remedies of the [Representatives/Agents] and the [Lenders][Creditors] hereunder and thereunder, are subject to the terms of the Intercreditor Agreement, (c) hereby agrees that it will be bound by and will take no actions contrary to the provisions of the Intercreditor Agreement and (d) hereby authorizes and instructs its Representatives to enter into the Intercreditor Agreement and to subject the Liens securing the [Obligations] to the provisions thereof. The foregoing provisions are intended as an inducement to the First Lien Secured Parties (as such term is defined in the Intercreditor Agreement) to extend credit to the Group and such First Lien Secured Parties are intended third party beneficiaries of such provisions and the provisions of the Intercreditor Agreement.

Provision for principal Second Lien Security Documents (other than the Shared Security Documents)

Notwithstanding anything herein to the contrary, (i) it is the understanding of the parties that the Liens granted pursuant to this Section [] shall be subject and subordinate to the First Liens granted to the First Lien Secured Parties to secure the [First Lien Obligations] pursuant to [the First Lien Security Documents] and (ii) the Liens and security interest granted to the [Collateral Agent] pursuant to this Agreement and the rights and obligations of the parties hereunder, including without limitation the right to exercise any right or remedy of the [Collateral Agent] or the [Secured Parties] hereunder, are subject to the provisions of the Intercreditor Agreement. In the event of a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

Annex II

[FORM OF] JOINDER NO. [●] dated as of [●], 201[●] (this “Joinder Agreement”), to the INTERCREDITOR AGREEMENT dated as of February 21, 2018 (the “Intercreditor Agreement”), is among [_____], as Designated First Lien Representative [_____], as Designated Second Lien Representative, [_____], as International Security Agent, and the additional Representative party hereto.

A. Capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Intercreditor Agreement.

B. As a condition to the ability of the Issuer to incur Additional [First/Second] Lien Debt and to secure such [First/Second] Lien Class Debt (and guarantees thereof) with [First/Second] Liens, in each case under and pursuant to the [First/Second] Lien Collateral Documents, the [First/Second] Lien Class Representative in respect of such [First/Second] Lien Class Debt is required to become a Representative under, and such [First/Second] Lien Class Debt and the [First/Second] Lien Class Debt Parties in respect thereof are required to become subject to and bound by, the Intercreditor Agreement. Section 8.4 of the Intercreditor Agreement provides that such [First/Second] Lien Class Debt Representative may become a Representative under, and such [First/Second] Lien Class Debt and such [First/Second] Lien Class Debt Parties may become subject to and bound by, the Intercreditor Agreement, pursuant to the execution and delivery by the [First/Second] Lien Class Debt Representative of an instrument in the form of this Joinder Agreement and the satisfaction of the other conditions set forth in Section 8.4 of the Intercreditor Agreement. The undersigned [First/Second] Lien Class Debt Representative (the “New Representative”) is executing this Joinder Agreement in accordance with the requirements of the First Lien Debt Documents and the [First/Second] Debt Documents.

Accordingly, the Designated First Lien Representative the Designated Second Lien Representative, the International Security Agent and the New Representative agree as follows:

SECTION 1. In accordance with Section 8.4 of the Intercreditor Agreement, the New Representative by its signature below becomes a Representative under, and the related [First/Second] Lien Class Debt, related [First/Second] Lien Obligations and [First/Second] Lien Class Debt Parties become subject to and bound by, the Intercreditor Agreement with the same force and effect as if the New Representative had originally been named therein as a Representative, and the New Representative, on behalf of itself and such [First/Second] Lien Class Debt Parties, hereby agrees to all the terms and provisions of the Intercreditor Agreement applicable to it as a [First/Second] Lien Representative and to the [First/Second] Lien Class Debt Parties that it represents as [First/Second] Lien Secured Parties. Each reference to a “Representative” or “[First/Second] Lien Representative” in the Intercreditor Agreement shall be deemed to include the New Representative.

SECTION 2. The New Representative represents and warrants to the Designated First Lien Representative and the other Secured Parties that (a) it has full power and authority to enter into this Joinder Agreement, in its capacity as [agent] [trustee] under [describe additional facility], (b) this Joinder Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms of such Joinder Agreement, subject to equitable remedies or laws relating to insolvency, bankruptcy, reorganization and other laws generally affecting the rights of creditors and (c) the [First/Second] Debt Documents relating to such [First/Second] Lien Class Debt provide that, upon the New Representative’s entry

into this Joinder Agreement, the [First/Second] Lien Class Debt Parties in respect of such [First/Second] Lien Class Debt will be subject to and bound by the provisions of the Intercreditor Agreement as [First/Second] Lien Secured Parties.

SECTION 3. This Joinder Agreement may be executed by one or more of the parties to this Joinder Agreement on any number of separate counterparts (including by facsimile or other electronic image scan transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Joinder Agreement signed by all the parties shall be lodged with Issuer, the Designated First Lien Representative and the Designated Second Lien Representative. Delivery of an executed counterpart of a signature page of this Joinder Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Joinder Agreement.

SECTION 4. Except as expressly supplemented hereby, the Intercreditor Agreement shall remain in full force and effect.

SECTION 5. THIS JOINDER AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS JOINDER AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS JOINDER AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Any provision of this Joinder Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or in the Intercreditor Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in Section 11.1 of the Intercreditor Agreement. All communications and notices hereunder to the New Representative shall be given to it at the address set forth below its signature hereto.

IN WITNESS WHEREOF, the New Representative, the Designated First Lien Representative, the Designated Second Lien Representative and the International Security Agent have duly executed this Joinder Agreement to the Intercreditor Agreement as of the day and year first above written.

[NAME OF NEW REPRESENTATIVE],
as [●] for the holders of [●]

By: _____
Name:
Title:

Address for notices:

attention of: _____
Facsimile: _____

[●],
as Designated First Lien Representative

By: _____
Name:
Title:

[●],
as Designated Second Lien Representative

By: _____
Name:
Title:

[●],
as International Security Agent

By: _____
Name:
Title:

Acknowledged by:

[OBLIGORS]

By: _____

Name:

Title:

Annex III

[FORM OF] JOINDER NO. [●] dated as of [●], 201[●] (this “Joinder Agreement”), to the INTERCREDITOR AGREEMENT dated as of February 21, 2018 (the “Intercreditor Agreement”), is among [_____], as Designated First Lien Representative, [_____], as Designated Second Lien Representative, [_____], as International Security Agent, and the Obligor party hereto (the “Acceding Obligor”).

A. Capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Intercreditor Agreement.

B. Section 11.13 of the Intercreditor Agreement provides that any Person that becomes an Obligor after the date of the Intercreditor Agreement become a party to, and subject to and bound by, the Intercreditor Agreement, pursuant to the execution and delivery by it of an instrument in the form of this Joinder Agreement.

Accordingly, the Acceding Obligor agrees as follows:

SECTION 1. In accordance with Section 11.13 of the Intercreditor Agreement, the Acceding Obligor by its signature below becomes a party to, and subject to and bound by, the Intercreditor Agreement with the same force and effect as if the Acceding Obligor had originally been named therein as an Obligor and hereby agrees to all the terms and provisions of the Intercreditor Agreement applicable to it as an Obligor. Each reference to an “Obligor” in the Intercreditor Agreement shall be deemed to include Acceding Obligor.

SECTION 2. The Acceding Obligor represents and warrants to the First Lien Collateral Agent, the Second Lien Collateral Agent and the other Secured Parties that (a) it has full power and authority to enter into this Joinder Agreement, in its capacity as Acceding Obligor and (b) this Joinder Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms of such Joinder Agreement, subject to equitable remedies or laws relating to insolvency, bankruptcy, reorganization and other laws generally affecting the rights of creditors.

SECTION 3. This Joinder Agreement may be executed by one or more of the parties to this Joinder Agreement on any number of separate counterparts (including by facsimile or other electronic image scan transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Joinder Agreement signed by all the parties shall be lodged with Issuer, the Designated First Lien Representative and the Designated Second Lien Representative. Delivery of an executed counterpart of a signature page of this Joinder Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Joinder Agreement.

SECTION 4. Except as expressly supplemented hereby, the Intercreditor Agreement shall remain in full force and effect.

SECTION 5. THIS JOINDER AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS JOINDER AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS JOINDER AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN

CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Any provision of this Joinder Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or in the Intercreditor Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in Section 11.1 of the Intercreditor Agreement. All communications and notices hereunder to the Acceding Obligor shall be given to it at the address set forth below its signature hereto.

IN WITNESS WHEREOF, the Acceding Obligor, the Designated First Lien Representative, the Designated Second Lien Representative and the International Security Agent have duly executed this Joinder Agreement to the Intercreditor Agreement as of the day and year first above written.

[NAME OF ACCEDING OBLIGOR],

By: _____
Name:
Title:

Address for notices:

attention of: _____
Facsimile: _____

[●],
as Designated First Lien Representative

By: _____
Name:
Title:

[●],
as Designated Second Lien Representative

By: _____
Name:
Title:

[●],
as International Security Agent

By: _____
Name:
Title: