

SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

AMENDMENT NO. 4
to
Form S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

McJUNKIN RED MAN CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
*(State or other jurisdiction of
incorporation or organization)*

1311
*(Primary Standard Industrial
Classification Code Number)*

55-0229830
*(I.R.S. Employer
Identification Number)*

SEE TABLE OF ADDITIONAL REGISTRANT GUARANTORS

**2 Houston Center
909 Fannin, Suite 3100
Houston, Texas 77010
(877) 294-7574**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**Andrew R. Lane
2 Houston Center
909 Fannin, Suite 3100
Houston, Texas 77010
(877) 294-7574**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

**Michael A. Levitt, Esq.
Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, New York 10004
(212) 859-8000**

Approximate date of commencement of proposed exchange offer: As soon as practicable after the effective date of this Registration Statement.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box.

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company)

Accelerated filer

Smaller reporting company

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer)

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Note(1)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
9.50% Senior Secured Notes due December 15, 2016	\$1,050,000,000	100%	\$1,050,000,000	\$ 121,905
Guarantees of 9.50% Senior Secured Notes due December 15, 2016	\$1,050,000,000	(2)	(2)	(2)
Total Registration Fee	—	—	—	\$121,905(3)

(1) Estimated solely for purposes of calculating the registration fee pursuant to Rule 457(f) under the Securities Act.

(2) No separate filing fee is required pursuant to Rule 457(n) under the Securities Act.

(3) Previously paid.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

TABLE OF ADDITIONAL REGISTRANT GUARANTORS

<u>Exact Name of Registrant Guarantor as Specified in its Charter(1)</u>	<u>State or Other Jurisdiction of Incorporation or Organization</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification Number</u>
GREENBRIER PETROLEUM CORPORATION	West Virginia	1311	55-0566559
MCJUNKIN NIGERIA LIMITED	Delaware	1311	55-0758030
MCJUNKIN-PUERTO RICO CORPORATION	Delaware	1311	27-0094172
MCJUNKIN RED MAN DEVELOPMENT CORPORATION	Delaware	1311	55-0825430
MCJUNKIN RED MAN HOLDING CORPORATION	Delaware	1311	20-5956993
MCJUNKIN-WEST AFRICA CORPORATION	Delaware	1311	20-4303835
MIDWAY-TRISTATE CORPORATION	New York	1311	13-3503059
MILTON OIL & GAS COMPANY	West Virginia	1311	55-0547779
MRC MANAGEMENT COMPANY	Delaware	1311	26-1570465
RUFFNER REALTY COMPANY	West Virginia	1311	55-0547777
THE SOUTH TEXAS SUPPLY COMPANY, INC.	Texas	1311	74-2804317

(1) The address for each of the additional registrant guarantors is c/o McJunkin Red Man Corporation, 2 Houston Center, 909 Fannin, Suite 3100, Houston, Texas 77010.

EXPLANATORY NOTE

The purpose of this Amendment No. 4 to Form S-4 Registration Statement is solely to file exhibits to the Registration Statement as set forth below in Item 21 of Part II.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers.

Delaware

McJunkin Red Man Corporation (the "Company"), McJunkin Nigeria Limited, McJunkin-Puerto Rico Corporation, McJunkin Red Man Development Corporation, McJunkin Red Man Holding Corporation, McJunkin-West Africa Corporation and MRC Management Company are Delaware corporations. Section 145 of the Delaware General Corporation Law, or DGCL, provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement in connection with specified actions, suits and proceedings, whether civil, criminal, administrative or investigative (other than action by or in the right of the corporation — a "derivative action"), if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful.

A similar standard is applicable in the case of derivative actions, except that indemnification only extends to expenses (including attorneys' fees) incurred in connection with the defense or settlement of such action, and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. The statute provides that it is not exclusive of other indemnification that may be granted by a corporation's certificate of incorporation, bylaws, disinterested director vote, stockholder vote, agreement, or otherwise.

The DGCL further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or enterprise, against any liability asserted against him and incurred by him in any such capacity, arising out of his status as such, whether or not the corporation would otherwise have the power to indemnify him under Section 145.

The bylaws of the Company and McJunkin Red Man Holding Corporation provide for the indemnification of directors and officers to the fullest extent permitted by Delaware law. The bylaws of McJunkin Nigeria Limited provide for indemnification of directors and officers for acts in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to criminal matters, for which such person did not have reasonable cause to believe such conduct was unlawful. The bylaws of McJunkin-Puerto Rico Corporation, McJunkin Red Man Development Corporation and McJunkin-West Africa Corporation provide that the corporation has the power to indemnify of directors and officers for acts in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to criminal matters, for which such person did not have reasonable cause to believe such conduct was unlawful. The bylaws of MRC Management Company provide for indemnification of directors and officers in accordance with the provisions of Section 145 of the DGCL. The certificates of incorporation of the Company and McJunkin Red Man Holding Corporation provide that a director shall have no personal liability for monetary damages for breach of fiduciary duty as a director, except (i) for any breach of the director's duty of loyalty, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit.

West Virginia

Greenbrier Petroleum Corporation, Milton Oil & Gas Company and Ruffner Realty Company are West Virginia corporations. The West Virginia Business Corporation Act ("WVBCA") empowers a corporation to indemnify an individual made a party to a proceeding because he is or was a director against liability incurred in the proceeding if: (1)(A) he conducted himself in good faith; and (B) he reasonably believed (i) in the case of conduct in his official capacity with the corporation, that his conduct was in its best interests; and (ii) in all other cases, that his conduct was at least not opposed to its best interests; and (C) in the case of any criminal proceeding, he had no

reasonable cause to believe his conduct was unlawful; or (2) he engaged in conduct for which broader indemnification has been made permissible or obligatory under a provision of the articles of incorporation. A corporation may not indemnify a director (1) in connection with a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding; or (2) in connection with any other proceeding with respect to conduct for which he was adjudged liable on the basis that he received financial benefit to which he was not entitled, whether or not involving action in his official capacity. A corporation must indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he was a party because he is or was a director of the corporation against reasonable expenses incurred by him in connection with the proceeding. Under the WVBCA, a corporation may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of the final disposition of the proceeding if: (1) the director furnishes the corporation a written affirmation of his good faith belief that he has met the relevant standard of conduct; and (2) the director furnishes the corporation a written undertaking to repay the advance if the director is not entitled to mandatory indemnification under the WVBCA and it is ultimately determined that he did not meet the relevant standard of conduct. A corporation may indemnify and advance expenses to an officer of the corporation to the same extent as to a director. A corporation may also purchase and maintain on behalf of a director or officer of the corporation insurance against liabilities incurred in such capacities, whether or not the corporation would have the power to indemnify him against the same liability under the WVBCA.

The bylaws of Greenbrier Petroleum Corporation provide for indemnification of directors and officers for acts in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to criminal matters, for which such person did not have reasonable cause to believe such conduct was unlawful. The bylaws of Milton Oil & Gas Company and Ruffner Realty Company provide for indemnification of directors and officers except in relation to matters as to which such person is adjudged to be liable for such person's own negligence or misconduct in the performance of such person's duties.

New York

Midway-Tristate Corporation is a New York corporation. Section 722(a) of the New York Business Corporation Law ("NYBCL") provides that a corporation may indemnify any officer or director made, or threatened to be made, a party to an action or proceeding (other than one by or in the right of the corporation to procure judgment in its favor), whether civil or criminal, including an action by or in the right of any other corporation, or other enterprise, which any director or officer of the corporation served in any capacity at the request of the corporation, by reason of the fact that he was a director or officer of the corporation, or served such other corporation or other enterprise in any capacity, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such director or officer acted, in good faith, for a purpose which he reasonably believed to be in, or, in the case of service for any other corporation or other enterprise, not opposed to, the best interests of the corporation and, in criminal actions or proceedings, had no reasonable cause to believe that his conduct was unlawful.

Section 722(c) of the NYBCL provides that a corporation may indemnify any officer or director made, or threatened to be made, a party to an action by or in the right of the corporation to procure judgment in its favor by reason of the fact that he is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of any other corporation of any type or kind, or other enterprise, against amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such director or officer acted, in good faith, for a purpose which he reasonably believed to be in, or, in the case of service for another corporation or other enterprise, not opposed to, the best interests of the corporation. The corporation may not, however, indemnify any officer or director pursuant to Section 722(c) in respect of (1) a threatened action, or a pending action which is settled or otherwise disposed of, or (2) any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation, unless and only to the extent that the court in which the action was brought or, if no action was brought, any court of competent jurisdiction, determines upon application, that the person is fairly and reasonably entitled to indemnity for such portion of the settlement and expenses as the court deems proper.

Section 723 of the NYBCL provides that an officer or director who has been successful, on the merits or otherwise, in the defense of a civil or criminal action or proceeding of the character set forth in Section 722 is entitled to indemnification as permitted in such section. Section 724 of the NYBCL permits a court to award the indemnification required by Section 722.

Section 721 of the NYBCL provides that, in addition to indemnification provided in Article 7 of the NYBCL, a corporation may indemnify a director or officer by a provision contained in the certificate of incorporation or by-laws or by a duly authorized resolution of its shareholders or directors or by agreement, provided that no indemnification may be made to or on behalf of any director or officer if a judgment or other final adjudication adverse to the director or officer establishes that his acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that such director or officer personally gained in fact a financial profit or other advantage to which he was not legally entitled.

Section 402(b) of the NYBCL provides that a corporation's certificate of incorporation may include a provision eliminating or limiting the personal liability of its directors to the corporation or its shareholders for damages for any breach of duty in such capacity, except (i) liability of a director if a judgment or other final adjudication adverse to such director establishes that the director's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled or that his acts violated Section 719 of the NYBCL or (ii) liability of any director for any act or omission prior to the adoption of a provision authorized by Section 402(b) of the NYBCL.

The bylaws of Midway-Tristate Corporation provide for indemnification to the fullest extent permitted by New York law except if it is adjudged that such persons acts were committed in bad faith or were the result of active and deliberate dishonesty and, in either case, were material to the cause of action so adjudicated or such person gained a financial profit or other advantage to which such person was not legally entitled. The certificate of incorporation of Midway-Tristate Corporation provides for indemnification of all persons whom it shall have power to indemnify under Article 7 of the NYBCL to the fullest extent permitted under said Article and that no director of the corporation shall be liable for any breach of duty except if such person's actions are adjudged to be in bad faith or involved intentional misconduct or a knowing violation of the law or such person personally gained a financial profit or other advantage to which such person was not legally entitled or that such person's acts violated Section 719 of the NYBCL.

Texas

The South Texas Supply Company, Inc. is a Texas corporation. The Texas Business Corporation Act ("TBCA") permits a Texas corporation to indemnify any present or former director, officer, employee or agent of the corporation against judgments, penalties, fines, settlements and reasonable expenses incurred in connection with a proceeding in which any such person was, is or is threatened to be, made a party by reason of holding such office or position, provided that he conducted himself in good faith and reasonably believed that, in the case of conduct in his official capacity as a director or officer of the corporation, such conduct was in the corporation's best interests and, in the case of a criminal proceeding, a director or officer may be indemnified only if he had no reasonable cause to believe his conduct was unlawful. However, indemnification is limited to reasonable expenses actually incurred where (a) a person is found liable on the basis that a personal benefit was improperly received or (b) the person is found liable in a derivative suit brought on behalf of the corporation and the person was not liable for willful or intentional misconduct. Under the TBCA, a director or officer must be indemnified in cases in which he is wholly successful on the merits or in the defense of the proceedings. The TBCA provides that indemnification pursuant to its provisions is not exclusive of other rights of indemnification to which a person may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise. The TBCA authorizes corporations to maintain insurance to cover indemnification expenses on behalf of any person who is or was a director, officer, agent or employee of the corporation or was serving at the request of the corporation, regardless of whether the corporation would have the power to indemnify such person against liability under the TBCA.

The bylaws of The South Texas Supply Company, Inc. provide that the board of directors of the corporation may authorize the corporation to pay expenses incurred by, or to satisfy a judgment or fine rendered or levied against directors and officers as provided by Article 2.02(A)(16) of the TBCA.

Insurance

The company has also obtained officers' and directors' liability insurance which insures against liabilities that officers and directors of each of the registrants may, in such capacities, incur.

Item 21. Exhibits and Financial Statement Schedules.

(a) Exhibits

Exhibit Number	Description
2.1*	Agreement and Plan of Merger, dated as of December 4, 2006, by and among McJunkin Corporation, McJ Holding Corporation and Hg Acquisition Corp.
2.1.1*	McJunkin Contribution Agreement, dated as of December 4, 2006, by and among McJunkin Corporation, McJ Holding LLC and certain shareholders of McJunkin Corporation.
2.1.2*	McApple Contribution Agreement, dated as of December 4, 2006, among McJunkin Corporation, McJ Holding LLC and certain shareholders of McJunkin Appalachian Oilfield Supply Company.
2.2*	Stock Purchase Agreement, dated as of April 5, 2007, by and between McJunkin Development Corporation, Midway-Tristate Corporation and the other parties thereto.
2.2.1*	Assignment Agreement, dated as of April 27, 2007, by and among McJunkin Development Corporation, McJunkin Appalachian Oilfield Supply Company, Midway-Tristate Corporation, and John A. Selzer, as Representative of the Shareholders.
2.3*	Stock Purchase Agreement, dated as of July 6, 2007, by and among West Oklahoma PVF Company, Red Man Pipe & Supply Co., the Shareholders listed on Schedule I thereto, PVF Holdings LLC, and Craig Ketchum, as Representative of the Shareholders.
2.3.1*	Contribution Agreement, dated July 6, 2007, by and among McJ Holding LLC and certain shareholders of Red Man Pipe & Supply Co.
2.3.2*	Amendment No. 1 to Stock Purchase Agreement, dated as of October 24, 2007, by and among West Oklahoma PVF Company, Red Man Pipe & Supply Co., and Craig Ketchum, as Representative of the Shareholders.
2.3.3*	Joinder Agreement and Amendment No. 2 to the Stock Purchase Agreement, dated as of October 31, 2007, by and among West Oklahoma PVF Company, Red Man Pipe & Supply Co., PVF Holdings LLC, Craig Ketchum, as Representative of the Shareholders, and the other parties thereto.
3.1***	Certificate of Incorporation of McJunkin Red Man Corporation.
3.2***	Bylaws of McJunkin Red Man Corporation.
3.3***	Certificate of Incorporation of McJunkin Red Man Holding Corporation.
3.4***	Bylaws of McJunkin Red Man Holding Corporation.
3.5***	Certificate of Incorporation of McJunkin Red Man Development Corporation.
3.6***	Bylaws of McJunkin Red Man Development Corporation.
3.7***	Certificate of Incorporation of McJunkin Nigeria Limited.
3.8***	Bylaws of McJunkin Nigeria Limited.
3.9***	Certificate of Incorporation of McJunkin-Puerto Rico Corporation.
3.10***	Bylaws of McJunkin-Puerto Rico Corporation.
3.11***	Certificate of Incorporation of McJunkin-West Africa Corporation.
3.12***	Bylaws of McJunkin-West Africa Corporation.
3.13***	Certificate of Incorporation of Milton Oil & Gas Company.
3.14***	Bylaws of Milton Oil & Gas Company.
3.15***	Certificate of Incorporation of Ruffner Realty Company.
3.16***	Bylaws of Ruffner Realty Company.
3.17***	Certificate of Incorporation of Greenbrier Petroleum Corporation.
3.18***	Bylaws of Greenbrier Petroleum Corporation.

Exhibit Number	Description
3.19***	Certificate of Incorporation of Midway-Tristate Corporation.
3.20***	Bylaws of Midway-Tristate Corporation.
3.21***	Certificate of Incorporation of MRC Management Company.
3.22***	Bylaws of MRC Management Company.
3.23***	Certificate of Incorporation of The South Texas Supply Company, Inc.
3.24***	Bylaws of The South Texas Supply Company, Inc.
4.1***	Indenture, dated as of December 21, 2009, by and among McJunkin Red Man Corporation, the guarantors named therein and U.S. Bank National Association, as trustee.
4.2***	Form of 9.50% Senior Secured Notes due December 15, 2016 (included as part of Exhibit 4.1 above).
4.3***	Exchange and Registration Rights Agreement, dated as of December 21, 2009, by and among McJunkin Red Man Corporation, McJunkin Red Man Holding Corporation, the subsidiary guarantors party thereto, Goldman, Sachs & Co., Barclays Capital Inc., Banc of America Securities LLC and J.P. Morgan Securities Inc.
4.4***	Exchange and Registration Rights Agreement, dated as of February 11, 2010, by and among McJunkin Red Man Corporation, McJunkin Red Man Holding Corporation, the subsidiary guarantors party thereto, Goldman, Sachs & Co. and Barclays Capital Inc.
4.5***	Reaffirmation Agreement, dated as of February 11, 2010, by and among McJunkin Red Man Corporation, McJunkin Red Man Holding Corporation, the subsidiary guarantors party thereto, and U.S. Bank National Association, as collateral trustee.
5.1	Opinion of Fried, Frank, Harris, Shriver & Jacobson LLP.
5.2	Opinion of Jones, Walker, Waechter, Poitevent, Carrère & Denègre L.L.P.
5.3	Opinion of Bowles Rice McDavid Graff & Love LLP.
10.1.1*	Revolving Loan Credit Agreement, dated as of October 31, 2007, by and among McJunkin Red Man Corporation and the other parties thereto.
10.1.2*	Joinder Agreement, dated as of June 10, 2008, by and among The Huntington National Bank, McJunkin Red Man Corporation and The CIT Group/Business Credit, Inc.
10.1.3*	Joinder Agreement, dated as of June 10, 2008, by and among JP Morgan Chase Bank, N.A., McJunkin Red Man Corporation and The CIT Group/Business Credit, Inc.
10.1.4*	Joinder Agreement, dated as of June 10, 2008, by and among TD Bank, N.A., McJunkin Red Man Corporation and The CIT Group/Business Credit, Inc.
10.1.5*	Joinder Agreement, dated as of June 10, 2008, by and among United Bank Inc., McJunkin Red Man Corporation and The CIT Group/Business Credit, Inc.
10.1.6**	Joinder Agreement, dated as of October 3, 2008, by and among Raymond James Bank, FSB, McJunkin Red Man Corporation and The CIT Group/Business Credit, Inc.
10.1.7**	Joinder Purchase Agreement, dated as of October 3, 2008, by and among Raymond James Bank, FSB, McJunkin Red Man Corporation and The CIT Group/Business Credit, Inc.
10.1.8**	Joinder Agreement, dated as of October 16, 2008, by and among SunTrust Bank, McJunkin Red Man Corporation and The CIT Group/Business Credit, Inc.
10.1.9**	Joinder Purchase Agreement, dated as of October 16, 2008, by and among SunTrust Bank, McJunkin Red Man Corporation and The CIT Group/Business Credit, Inc.
10.1.10***	Joinder Agreement, dated as of January 2, 2009, by and among Barclays Bank PLC, McJunkin Red Man Corporation and The CIT Group/Business Credit, Inc.
10.1.11***	Joinder Purchase Agreement, dated as of January 2, 2009, by and among Barclays Bank PLC, McJunkin Red Man Corporation and The CIT Group/Business Credit, Inc.
10.1.12***	Amendment No. 1, dated as of December 21, 2009, to the Revolving Loan Credit Agreement, by and among McJunkin Red Man Corporation and the other parties thereto.

Exhibit Number	Description
10.2.1*	Revolving Loan Security Agreement, dated as of October 31, 2007, by and among McJunkin Red Man Corporation and the other parties thereto.
10.2.2***	Supplement No. 1 to Revolving Loan Security Agreement, dated as of December 31, 2007.
10.2.3***	Supplement No. 2 to Revolving Loan Security Agreement, dated as of October 16, 2008.
10.3.1***	Revolving Loan Guarantee, dated as of October 31, 2007.
10.3.2***	Supplement No. 1 to Revolving Loan Guarantee, dated as of December 31, 2007.
10.3.3***	Supplement No. 2 to Revolving Loan Guarantee, dated as of October 16, 2008.
10.4***	Amended and Restated Loan and Security Agreement, dated as of November 18, 2009, by and among Midfield Supply ULC and the other parties thereto.
10.5***	Amended and Restated Letter Agreement, dated as of November 13, 2009, by and between Alberta Treasury Branches and Midfield Supply ULC.
10.6	Revolving Facility Agreement, dated September 17, 2010, between MRC Transmark Holdings UK Limited, HSBC Bank plc and the other parties thereto.
10.7*†	Employment Agreement, dated as of September 10, 2008, by and among McJunkin Red Man Holding Corporation and Andrew R. Lane.
10.7.1***†	Amendment to Employment Agreement by and among McJunkin Red Man Holding Corporation and Andrew R. Lane, dated February 23, 2011.
10.8***†	Amended and Restated Employment Agreement, dated as of December 31, 2009, by and among McJunkin Red Man Holding Corporation and James Underhill.
10.8.1***†	Amendment to Employment Agreement by and among McJunkin Red Man Holding Corporation and James Underhill, dated February 23, 2011.
10.9.1***†	Form of McJunkin Red Man Holding Corporation Nonqualified Stock Option Agreement (Director Grant May 2010 — Dutch residents).
10.9.2***†	Form of McJunkin Red Man Holding Corporation Nonqualified Stock Option Agreement (Director Grant May 2010 — US residents).
10.10.1***†	Employment Agreement, dated as of September 10, 2009, by and between Transmark Fcx Limited and Neil P. Wagstaff.
10.10.2***†	Amendment to Employment Agreement by and between MRC Transmark Limited and Neil P. Wagstaff, dated February 23, 2011.
10.11*†	Letter Agreement, dated as of September 24, 2008, by and among H.B. Wehrle, III, PVF Holdings LLC and McJunkin Red Man Corporation.
10.12***†	Letter Agreement, dated as of December 22, 2008, by and among McJunkin Red Man Holding Corporation and Craig Ketchum.
10.13.1***†	McJ Holding Corporation 2007 Stock Option Plan, as amended.
10.13.2*†	Form of McJunkin Red Man Holding Corporation Nonqualified Stock Option Agreement.
10.14.1***†	McJ Holding Corporation 2007 Restricted Stock Plan, as amended.
10.14.2*†	Form of McJunkin Red Man Holding Corporation Restricted Stock Award Agreement.
10.15.1*†	McJunkin Red Man Holding Corporation 2007 Stock Option Plan (Canada).
10.15.2*†	Form of McJunkin Red Man Holding Corporation Nonqualified Stock Option Agreement (Canada) (for plan participants who are parties to non-competition agreements).
10.15.3*†	Form of McJunkin Red Man Holding Corporation Nonqualified Stock Option Agreement (Canada) (for plan participants who are not parties to non-competition agreements).
10.16*†	McJunkin Red Man Corporation Deferred Compensation Plan.
10.17*	Indemnity Agreement, dated as of December 4, 2006, by and among McJunkin Red Man Holding Corporation, Hg Acquisition Corp., McJunkin Red Man Corporation, and certain shareholders of McJunkin Red Man Corporation named therein.
10.18.1*†	Management Stockholders Agreement, dated as of March 27, 2007, by and among PVF Holdings LLC, McJunkin Red Man Holding Corporation, and the other parties thereto.

Exhibit Number	Description
10.18.2*†	Amendment No. 1 to the Management Stockholders Agreement, dated as of December 21, 2007, executed by PVF Holdings LLC.
10.18.3*†	Amendment No. 2 to the Management Stockholders Agreement, dated as of December 26, 2007, executed by PVF Holdings LLC.
10.19****†	Amended and Restated Limited Liability Company Agreement of PVF Holdings LLC, dated as of October 31, 2007.
10.20.1****†	Amendment No. 1, dated as of December 18, 2007, to the Amended and Restated Limited Liability Company Agreement of PVF Holdings LLC.
10.20.2****†	Amendment No. 2, dated as of October 31, 2009, to the Amended and Restated Limited Liability Company Agreement of PVF Holdings LLC.
10.21.1****	Amended and Restated Registration Rights Agreement of PVF Holdings LLC, dated as of October 31, 2007.
10.21.2****	Amendment No. 1 to the Amended and Restated Registration Rights Agreement of PVF Holdings LLC, dated as of October 31, 2009.
10.22*†	Subscription Agreement, dated as of September 10, 2008, by and among McJunkin Red Man Holding Corporation, Andrew R. Lane, and PVF Holdings LLC.
10.23.1*†	McJunkin Red Man Holding Corporation Nonqualified Stock Option Agreement, dated as of September 10, 2008, by and among McJunkin Red Man Holding Corporation, PVF Holdings LLC, and Andrew R. Lane.
10.23.2****†	Amendment to the McJunkin Red Man Holding Corporation Nonqualified Stock Option Agreement, dated as of June 1, 2009, by and among McJunkin Red Man Holding Corporation, PVF Holdings LLC, and Andrew R. Lane.
10.23.3****†	Second Amendment to the McJunkin Red Man Holding Corporation Nonqualified Stock Option Agreement, dated as of September 10, 2009, by and among McJunkin Red Man Holding Corporation, PVF Holdings LLC, and Andrew R. Lane.
10.24.1****†	McJunkin Red Man Holding Corporation Restricted Stock Award Agreement, dated as of February 24, 2009, by and among McJunkin Red Man Holding Corporation, PVF Holdings LLC, and Andrew R. Lane.
10.24.2****†	Amendment to the McJunkin Red Man Holding Corporation Restricted Stock Award Agreement, dated as of June 1, 2009, by and among McJunkin Red Man Holding Corporation, PVF Holdings LLC, and Andrew R. Lane.
10.25****†	Subscription Agreement, dated as of October 3, 2008, by and among McJunkin Red Man Holding Corporation, Len Anthony, and PVF Holdings LLC.
10.26.1****†	McJunkin Red Man Holding Corporation Nonqualified Stock Option Agreement, dated as of October 3, 2008, by and among McJunkin Red Man Holding Corporation, PVF Holdings LLC, and Len Anthony.
10.26.2****†	Amendment to the McJunkin Red Man Holding Corporation Nonqualified Stock Option Agreement, dated as of September 10, 2009, by and among McJunkin Red Man Holding Corporation, PVF Holdings LLC, and Len Anthony.
10.27****†	McJunkin Red Man Holding Corporation Restricted Stock Award Agreement, dated as of September 10, 2009, by and among McJunkin Red Man Holding Corporation, PVF Holdings LLC, and Len Anthony.
10.28****†	Subscription Agreement, dated as of October 30, 2009, by and among McJunkin Red Man Holding Corporation, John A. Perkins, and PVF Holdings LLC.
10.29****†	McJunkin Red Man Holding Corporation Nonqualified Stock Option Agreement, dated as of December 3, 2009, by and among McJunkin Red Man Holding Corporation, PVF Holdings LLC, and John A. Perkins.
10.30****†	Indemnification Agreement by and between the Company and Peter C. Boylan, III, dated August 11, 2010.

Exhibit Number	Description
10.31	Loan, Security and Guarantee Agreement between McJunkin Red Man Corporation, Midfield Supply ULC and the other parties thereto.
12.1***	Computation of Ratio of Earnings to Fixed Charges.
21.1***	List of Subsidiaries of McJunkin Red Man Holding Corporation.
23.1***	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm.
23.2	Consent of Fried, Frank, Harris, Shriver & Jacobson LLP (included in Exhibit 5.1).
23.3	Consent of Jones, Walker, Waechter, Poitevent, Carrère & Denègre L.L.P. (included in Exhibit 5.2).
23.4	Consent of Bowles Rice McDavid Graff & Love LLP (included in Exhibit 5.3).
24.1***	Powers of Attorney.
25.1***	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939 with respect to the Indenture governing the 9.50% Senior Secured Notes due December 15, 2016.
99.1***	Form of Letter of Transmittal, with respect to outstanding notes and exchange notes.
99.2***	Form of Notice of Guaranteed Delivery, with respect to outstanding notes and exchange notes.
99.3***	Form of Instructions to Registered Holder Beneficial Owners.
99.4***	Form of Letter to Clients.
99.5***	Form of Letter to Registered Holders

* Incorporated by reference to Amendment No. 1 to the Registration Statement on Form S-1 of McJunkin Red Man Holding Corporation (No. 333-153091), filed with the SEC on September 26, 2008.

** Incorporated by reference to Amendment No. 2 to the Registration Statement on Form S-1 of McJunkin Red Man Holding Corporation (No. 333-153091), filed with the SEC on October 31, 2008.

*** Previously filed with Registration Statement on Form S-4 of McJunkin Red Man Corporation (No. 333-173035).

† Management contract or compensatory plan or arrangement required to be posted as an exhibit to this report.

Item 22. Undertakings.

Each of the undersigned registrants hereby undertake:

(a) (1) to file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

(2) that, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof;

(3) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering;

(4) that, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. *Provided, however,* that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use; and

(5) that, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- (i) any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
- (ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
- (iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
- (iv) any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) Each of the undersigned registrants hereby undertakes to respond to requests for information that is incorporated by reference in to the prospectus pursuant to Items 4, 10(b), 11 or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(c) Each of the undersigned registrants hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement.

(d) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer, or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, McJunkin Red Man Corporation has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Houston, State of Texas, on the 1st day of July, 2011.

MCJUNKIN RED MAN CORPORATION

By: /s/ Andrew R. Lane
Andrew R. Lane
Chairman, President and Chief Executive
Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Andrew R. Lane</u> Andrew R. Lane	Chairman, President and Chief Executive Officer (Principal Executive Officer and Sole Director)	July 1, 2011
<u>/s/ James F. Underhill</u> James F. Underhill	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	July 1, 2011
<u>/s/ Elton Bond</u> Elton Bond	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	July 1, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, McJunkin Red Man Holding Corporation has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Houston, State of Texas, on the 1st day of July, 2011.

MCJUNKIN RED MAN HOLDING CORPORATION

By: /s/ Andrew R. Lane
Andrew R. Lane
Chairman, President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Andrew R. Lane</u> Andrew R. Lane	Chairman, President and Chief Executive Officer (Principal Executive Officer)	July 1, 2011
<u>/s/ James F. Underhill</u> James F. Underhill	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	July 1, 2011
<u>/s/ Elton Bond</u> Elton Bond	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	July 1, 2011
* <u>Leonard M. Anthony</u>	Director	July 1, 2011
* <u>Rhys J. Best</u>	Director	July 1, 2011
* <u>Peter C. Boylan III</u>	Director	July 1, 2011
* <u>Henry Cornell</u>	Director	July 1, 2011
* <u>Christopher A.S. Crampton</u>	Director	July 1, 2011
* <u>John F. Daly</u>	Director	July 1, 2011
* <u>Craig Ketchum</u>	Director	July 1, 2011
* <u>Gerard P. Krans</u>	Director	July 1, 2011

Signature

Title

Date

*

Dr. Cornelis A. Linse

Director

July 1, 2011

*

John A. Perkins

Director

July 1, 2011

*

H.B. Wehrle, III

Director

July 1, 2011

* By: /s/ Andrew R. Lane
Andrew R. Lane,
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act, McJunkin Red Man Development Corporation has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Houston, State of Texas, on the 1st day of July, 2011.

MCJUNKIN RED MAN DEVELOPMENT CORPORATION

By: /s/ Andrew R. Lane
Andrew R. Lane
Chairman, President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Andrew R. Lane</u> Andrew R. Lane	Chairman, President and Chief Executive Officer (Principal Executive Officer and Sole Director)	July 1, 2011
<u>/s/ James F. Underhill</u> James F. Underhill	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	July 1, 2011
<u>/s/ Elton Bond</u> Elton Bond	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	July 1, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, McJunkin Nigeria Limited has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Houston, State of Texas, on the 1st day of July, 2011.

MCJUNKIN NIGERIA LIMITED

By: /s/ Andrew R. Lane
Andrew R. Lane
Chairman, President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Andrew R. Lane</u> Andrew R. Lane	Chairman, President and Chief Executive Officer (Principal Executive Officer and Sole Director)	July 1, 2011
<u>/s/ James F. Underhill</u> James F. Underhill	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	July 1, 2011
<u>/s/ Elton Bond</u> Elton Bond	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	July 1, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, McJunkin-Puerto Rico Corporation has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Houston, State of Texas, on the 1st day of July, 2011.

MCJUNKIN-PUERTO RICO CORPORATION

By: /s/ Andrew R. Lane
Andrew R. Lane
Chairman, President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Andrew R. Lane</u> Andrew R. Lane	Chairman, President and Chief Executive Officer (Principal Executive Officer and Sole Director)	July 1, 2011
<u>/s/ James F. Underhill</u> James F. Underhill	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	July 1, 2011
<u>/s/ Elton Bond</u> Elton Bond	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	July 1, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, McJunkin-West Africa Corporation has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Houston, State of Texas, on the 1st day of July, 2011.

MCJUNKIN-WEST AFRICA CORPORATION

By: /s/ Andrew R. Lane
Andrew R. Lane
Chairman, President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Andrew R. Lane</u> Andrew R. Lane	Chairman, President and Chief Executive Officer (Principal Executive Officer and Sole Director)	July 1, 2011
<u>/s/ James F. Underhill</u> James F. Underhill	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	July 1, 2011
<u>/s/ Elton Bond</u> Elton Bond	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	July 1, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, Milton Oil & Gas Company has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Houston, State of Texas, on the 1st day of July, 2011.

MILTON OIL & GAS COMPANY

By: /s/ Andrew R. Lane
Andrew R. Lane
Chairman, President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Andrew R. Lane</u> Andrew R. Lane	Chairman, President and Chief Executive Officer (Principal Executive Officer and Sole Director)	July 1, 2011
<u>/s/ James F. Underhill</u> James F. Underhill	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	July 1, 2011
<u>/s/ Elton Bond</u> Elton Bond	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	July 1, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, Ruffner Realty Company has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Houston, State of Texas, on the 1st day of July, 2011.

RUFFNER REALTY COMPANY

By: /s/ Andrew R. Lane
Andrew R. Lane
Chairman, President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Andrew R. Lane</u> Andrew R. Lane	Chairman, President and Chief Executive Officer (Principal Executive Officer and Sole Director)	July 1, 2011
<u>/s/ James F. Underhill</u> James F. Underhill	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	July 1, 2011
<u>/s/ Elton Bond</u> Elton Bond	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	July 1, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, Greenbrier Petroleum Corporation has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Houston, State of Texas, on the 1st day of July, 2011.

GREENBRIER PETROLEUM CORPORATION

By: /s/ Andrew R. Lane
Andrew R. Lane
Chairman, President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Andrew R. Lane</u> Andrew R. Lane	Chairman, President and Chief Executive Officer (Principal Executive Officer and Sole Director)	July 1, 2011
<u>/s/ James F. Underhill</u> James F. Underhill	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	July 1, 2011
<u>/s/ Elton Bond</u> Elton Bond	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	July 1, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, Midway-Tristate Corporation has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Houston, State of Texas, on the 1st day of July, 2011.

MIDWAY-TRISTATE CORPORATION

By: /s/ Andrew R. Lane
Andrew R. Lane
Chairman, President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Andrew R. Lane</u> Andrew R. Lane	Chairman, President and Chief Executive Officer (Principal Executive Officer and Sole Director)	July 1, 2011
<u>/s/ James F. Underhill</u> James F. Underhill	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	July 1, 2011
<u>/s/ Elton Bond</u> Elton Bond	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	July 1, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, MRC Management Company has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Houston, State of Texas, on the 1st day of July, 2011.

MRC MANAGEMENT COMPANY

By: /s/ Andrew R. Lane
Andrew R. Lane
Chairman, President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Andrew R. Lane</u> Andrew R. Lane	Chairman, President and Chief Executive Officer (Principal Executive Officer and Sole Director)	July 1, 2011
<u>/s/ James F. Underhill</u> James F. Underhill	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	July 1, 2011
<u>/s/ Elton Bond</u> Elton Bond	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	July 1, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, The South Texas Supply Company, Inc. has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Houston, State of Texas, on the 1st day of July, 2011.

THE SOUTH TEXAS SUPPLY COMPANY, INC.

By: /s/ Andrew R. Lane
Andrew R. Lane
Chairman, President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Andrew R. Lane</u> Andrew R. Lane	Chairman, President and Chief Executive Officer (Principal Executive Officer and Sole Director)	July 1, 2011
<u>/s/ James F. Underhill</u> James F. Underhill	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	July 1, 2011
<u>/s/ Elton Bond</u> Elton Bond	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	July 1, 2011

INDEX TO EXHIBITS

Exhibit Number	Description
2.1*	Agreement and Plan of Merger, dated as of December 4, 2006, by and among McJunkin Corporation, McJ Holding Corporation and Hg Acquisition Corp.
2.1.1*	McJunkin Contribution Agreement, dated as of December 4, 2006, by and among McJunkin Corporation, McJ Holding LLC and certain shareholders of McJunkin Corporation.
2.1.2*	McApple Contribution Agreement, dated as of December 4, 2006, among McJunkin Corporation, McJ Holding LLC and certain shareholders of McJunkin Appalachian Oilfield Supply Company.
2.2*	Stock Purchase Agreement, dated as of April 5, 2007, by and between McJunkin Development Corporation, Midway-Tristate Corporation and the other parties thereto.
2.2.1*	Assignment Agreement, dated as of April 27, 2007, by and among McJunkin Development Corporation, McJunkin Appalachian Oilfield Supply Company, Midway-Tristate Corporation, and John A. Selzer, as Representative of the Shareholders.
2.3*	Stock Purchase Agreement, dated as of July 6, 2007, by and among West Oklahoma PVF Company, Red Man Pipe & Supply Co., the Shareholders listed on Schedule I thereto, PVF Holdings LLC, and Craig Ketchum, as Representative of the Shareholders.
2.3.1*	Contribution Agreement, dated July 6, 2007, by and among McJ Holding LLC and certain shareholders of Red Man Pipe & Supply Co.
2.3.2*	Amendment No. 1 to Stock Purchase Agreement, dated as of October 24, 2007, by and among West Oklahoma PVF Company, Red Man Pipe & Supply Co., and Craig Ketchum, as Representative of the Shareholders.
2.3.3*	Joinder Agreement and Amendment No. 2 to the Stock Purchase Agreement, dated as of October 31, 2007, by and among West Oklahoma PVF Company, Red Man Pipe & Supply Co., PVF Holdings LLC, Craig Ketchum, as Representative of the Shareholders, and the other parties thereto.
3.1***	Certificate of Incorporation of McJunkin Red Man Corporation.
3.2***	Bylaws of McJunkin Red Man Corporation.
3.3***	Certificate of Incorporation of McJunkin Red Man Holding Corporation.
3.4***	Bylaws of McJunkin Red Man Holding Corporation.
3.5***	Certificate of Incorporation of McJunkin Red Man Development Corporation.
3.6***	Bylaws of McJunkin Red Man Development Corporation.
3.7***	Certificate of Incorporation of McJunkin Nigeria Limited.
3.8***	Bylaws of McJunkin Nigeria Limited.
3.9***	Certificate of Incorporation of McJunkin-Puerto Rico Corporation.
3.10***	Bylaws of McJunkin-Puerto Rico Corporation.
3.11***	Certificate of Incorporation of McJunkin-West Africa Corporation.
3.12***	Bylaws of McJunkin-West Africa Corporation.
3.13***	Certificate of Incorporation of Milton Oil & Gas Company.
3.14***	Bylaws of Milton Oil & Gas Company.
3.15***	Certificate of Incorporation of Ruffner Realty Company.
3.16***	Bylaws of Ruffner Realty Company.
3.17***	Certificate of Incorporation of Greenbrier Petroleum Corporation.
3.18***	Bylaws of Greenbrier Petroleum Corporation.
3.19***	Certificate of Incorporation of Midway-Tristate Corporation.
3.20***	Bylaws of Midway-Tristate Corporation.
3.21***	Certificate of Incorporation of MRC Management Company.
3.22***	Bylaws of MRC Management Company.

Exhibit Number	Description
3.23***	Certificate of Incorporation of The South Texas Supply Company, Inc.
3.24***	Bylaws of The South Texas Supply Company, Inc.
4.1***	Indenture, dated as of December 21, 2009, by and among McJunkin Red Man Corporation, the guarantors named therein and U.S. Bank National Association, as trustee.
4.2***	Form of 9.50% Senior Secured Notes due December 15, 2016 (included as part of Exhibit 4.1 above).
4.3***	Exchange and Registration Rights Agreement, dated as of December 21, 2009, by and among McJunkin Red Man Corporation, McJunkin Red Man Holding Corporation, the subsidiary guarantors party thereto, Goldman, Sachs & Co., Barclays Capital Inc., Banc of America Securities LLC and J.P. Morgan Securities Inc.
4.4***	Exchange and Registration Rights Agreement, dated as of February 11, 2010, by and among McJunkin Red Man Corporation, McJunkin Red Man Holding Corporation, the subsidiary guarantors party thereto, Goldman, Sachs & Co. and Barclays Capital Inc.
4.5***	Reaffirmation Agreement, dated as of February 11, 2010, by and among McJunkin Red Man Corporation, McJunkin Red Man Holding Corporation, the subsidiary guarantors party thereto, and U.S. Bank National Association, as collateral trustee.
5.1	Opinion of Fried, Frank, Harris, Shriver & Jacobson LLP.
5.2	Opinion of Jones, Walker, Waechter, Poitevent, Carrère & Denègre L.L.P.
5.3	Opinion of Bowles Rice McDavid Graff & Love LLP.
10.1.1*	Revolving Loan Credit Agreement, dated as of October 31, 2007, by and among McJunkin Red Man Corporation and the other parties thereto.
10.1.2*	Joinder Agreement, dated as of June 10, 2008, by and among The Huntington National Bank, McJunkin Red Man Corporation and The CIT Group/Business Credit, Inc.
10.1.3*	Joinder Agreement, dated as of June 10, 2008, by and among JP Morgan Chase Bank, N.A., McJunkin Red Man Corporation and The CIT Group/Business Credit, Inc.
10.1.4*	Joinder Agreement, dated as of June 10, 2008, by and among TD Bank, N.A., McJunkin Red Man Corporation and The CIT Group/Business Credit, Inc.
10.1.5*	Joinder Agreement, dated as of June 10, 2008, by and among United Bank Inc., McJunkin Red Man Corporation and The CIT Group/Business Credit, Inc.
10.1.6**	Joinder Agreement, dated as of October 3, 2008, by and among Raymond James Bank, FSB, McJunkin Red Man Corporation and The CIT Group/Business Credit, Inc.
10.1.7**	Joinder Purchase Agreement, dated as of October 3, 2008, by and among Raymond James Bank, FSB, McJunkin Red Man Corporation and The CIT Group/Business Credit, Inc.
10.1.8**	Joinder Agreement, dated as of October 16, 2008, by and among SunTrust Bank, McJunkin Red Man Corporation and The CIT Group/Business Credit, Inc.
10.1.9**	Joinder Purchase Agreement, dated as of October 16, 2008, by and among SunTrust Bank, McJunkin Red Man Corporation and The CIT Group/Business Credit, Inc.
10.1.10***	Joinder Agreement, dated as of January 2, 2009, by and among Barclays Bank PLC, McJunkin Red Man Corporation and The CIT Group/Business Credit, Inc.
10.1.11***	Joinder Purchase Agreement, dated as of January 2, 2009, by and among Barclays Bank PLC, McJunkin Red Man Corporation and The CIT Group/Business Credit, Inc.
10.1.12***	Amendment No. 1, dated as of December 21, 2009, to the Revolving Loan Credit Agreement, by and among McJunkin Red Man Corporation and the other parties thereto.
10.2.1*	Revolving Loan Security Agreement, dated as of October 31, 2007, by and among McJunkin Red Man Corporation and the other parties thereto.
10.2.2***	Supplement No. 1 to Revolving Loan Security Agreement, dated as of December 31, 2007.
10.2.3***	Supplement No. 2 to Revolving Loan Security Agreement, dated as of October 16, 2008.

<u>Exhibit Number</u>	<u>Description</u>
10.3.1***	Revolving Loan Guarantee, dated as of October 31, 2007.
10.3.2***	Supplement No. 1 to Revolving Loan Guarantee, dated as of December 31, 2007.
10.3.3***	Supplement No. 2 to Revolving Loan Guarantee, dated as of October 16, 2008.
10.4***	Amended and Restated Loan and Security Agreement, dated as of November 18, 2009, by and among Midfield Supply ULC and the other parties thereto.
10.5***	Amended and Restated Letter Agreement, dated as of November 13, 2009, by and between Alberta Treasury Branches and Midfield Supply ULC.
10.6	Revolving Facility Agreement, dated September 17, 2010, between MRC Transmark Holdings UK Limited, HSBC Bank plc and the other parties thereto.
10.7*†	Employment Agreement, dated as of September 10, 2008, by and among McJunkin Red Man Holding Corporation and Andrew R. Lane.
10.7.1***†	Amendment to Employment Agreement by and among McJunkin Red Man Holding Corporation and Andrew R. Lane, dated February 23, 2011.
10.8***†	Amended and Restated Employment Agreement, dated as of December 31, 2009, by and among McJunkin Red Man Holding Corporation and James Underhill.
10.8.1***†	Amendment to Employment Agreement by and among McJunkin Red Man Holding Corporation and James Underhill, dated February 23, 2011.
10.9.1***†	Form of McJunkin Red Man Holding Corporation Nonqualified Stock Option Agreement (Director Grant May 2010 — Dutch residents).
10.9.2***†	Form of McJunkin Red Man Holding Corporation Nonqualified Stock Option Agreement (Director Grant May 2010 — US residents).
10.10.1***†	Employment Agreement, dated as of September 10, 2009, by and between Transmark Fcx Limited and Neil P. Wagstaff.
10.10.2***†	Amendment to Employment Agreement by and between MRC Transmark Limited and Neil P. Wagstaff, dated February 23, 2011.
10.11*†	Letter Agreement, dated as of September 24, 2008, by and among H.B. Wehrle, III, PVF Holdings LLC and McJunkin Red Man Corporation.
10.12***†	Letter Agreement, dated as of December 22, 2008, by and among McJunkin Red Man Holding Corporation and Craig Ketchum.
10.13.1***†	McJ Holding Corporation 2007 Stock Option Plan, as amended.
10.13.2*†	Form of McJunkin Red Man Holding Corporation Nonqualified Stock Option Agreement.
10.14.1***†	McJ Holding Corporation 2007 Restricted Stock Plan, as amended.
10.14.2*†	Form of McJunkin Red Man Holding Corporation Restricted Stock Award Agreement.
10.15.1*†	McJunkin Red Man Holding Corporation 2007 Stock Option Plan (Canada).
10.15.2*†	Form of McJunkin Red Man Holding Corporation Nonqualified Stock Option Agreement (Canada) (for plan participants who are parties to non-competition agreements).
10.15.3*†	Form of McJunkin Red Man Holding Corporation Nonqualified Stock Option Agreement (Canada) (for plan participants who are not parties to non-competition agreements).
10.16*†	McJunkin Red Man Corporation Deferred Compensation Plan.
10.17*	Indemnity Agreement, dated as of December 4, 2006, by and among McJunkin Red Man Holding Corporation, Hg Acquisition Corp., McJunkin Red Man Corporation, and certain shareholders of McJunkin Red Man Corporation named therein.
10.18.1*†	Management Stockholders Agreement, dated as of March 27, 2007, by and among PVF Holdings LLC, McJunkin Red Man Holding Corporation, and the other parties thereto.
10.18.2*†	Amendment No. 1 to the Management Stockholders Agreement, dated as of December 21, 2007, executed by PVF Holdings LLC.

Exhibit Number	Description
10.18.3**†	Amendment No. 2 to the Management Stockholders Agreement, dated as of December 26, 2007, executed by PVF Holdings LLC.
10.19****†	Amended and Restated Limited Liability Company Agreement of PVF Holdings LLC, dated as of October 31, 2007.
10.20.1****†	Amendment No. 1, dated as of December 18, 2007, to the Amended and Restated Limited Liability Company Agreement of PVF Holdings LLC.
10.20.2****†	Amendment No. 2, dated as of October 31, 2009, to the Amended and Restated Limited Liability Company Agreement of PVF Holdings LLC.
10.21.1***	Amended and Restated Registration Rights Agreement of PVF Holdings LLC, dated as of October 31, 2007.
10.21.2****	Amendment No. 1 to the Amended and Restated Registration Rights Agreement of PVF Holdings LLC, dated as of October 31, 2009.
10.22*†	Subscription Agreement, dated as of September 10, 2008, by and among McJunkin Red Man Holding Corporation, Andrew R. Lane, and PVF Holdings LLC.
10.23.1*†	McJunkin Red Man Holding Corporation Nonqualified Stock Option Agreement, dated as of September 10, 2008, by and among McJunkin Red Man Holding Corporation, PVF Holdings LLC, and Andrew R. Lane.
10.23.2****†	Amendment to the McJunkin Red Man Holding Corporation Nonqualified Stock Option Agreement, dated as of June 1, 2009, by and among McJunkin Red Man Holding Corporation, PVF Holdings LLC, and Andrew R. Lane.
10.23.3****†	Second Amendment to the McJunkin Red Man Holding Corporation Nonqualified Stock Option Agreement, dated as of September 10, 2009, by and among McJunkin Red Man Holding Corporation, PVF Holdings LLC, and Andrew R. Lane.
10.24.1****†	McJunkin Red Man Holding Corporation Restricted Stock Award Agreement, dated as of February 24, 2009, by and among McJunkin Red Man Holding Corporation, PVF Holdings LLC, and Andrew R. Lane.
10.24.2****†	Amendment to the McJunkin Red Man Holding Corporation Restricted Stock Award Agreement, dated as of June 1, 2009, by and among McJunkin Red Man Holding Corporation, PVF Holdings LLC, and Andrew R. Lane.
10.25****†	Subscription Agreement, dated as of October 3, 2008, by and among McJunkin Red Man Holding Corporation, Len Anthony, and PVF Holdings LLC.
10.26.1****†	McJunkin Red Man Holding Corporation Nonqualified Stock Option Agreement, dated as of October 3, 2008, by and among McJunkin Red Man Holding Corporation, PVF Holdings LLC, and Len Anthony.
10.26.2****†	Amendment to the McJunkin Red Man Holding Corporation Nonqualified Stock Option Agreement, dated as of September 10, 2009, by and among McJunkin Red Man Holding Corporation, PVF Holdings LLC, and Len Anthony.
10.27****†	McJunkin Red Man Holding Corporation Restricted Stock Award Agreement, dated as of September 10, 2009, by and among McJunkin Red Man Holding Corporation, PVF Holdings LLC, and Len Anthony.
10.28****†	Subscription Agreement, dated as of October 30, 2009, by and among McJunkin Red Man Holding Corporation, John A. Perkins, and PVF Holdings LLC.
10.29****†	McJunkin Red Man Holding Corporation Nonqualified Stock Option Agreement, dated as of December 3, 2009, by and among McJunkin Red Man Holding Corporation, PVF Holdings LLC, and John A. Perkins.
10.30****†	Indemnification Agreement by and between the Company and Peter C. Boylan, III, dated August 11, 2010.

Exhibit Number	Description
10.31	Loan, Security and Guarantee Agreement between McJunkin Red Man Corporation, Midfield Supply ULC and the other parties thereto.
12.1***	Computation of Ratio of Earnings to Fixed Charges.
21.1***	List of Subsidiaries of McJunkin Red Man Holding Corporation.
23.1***	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm.
23.2	Consent of Fried, Frank, Harris, Shriver & Jacobson LLP (included in Exhibit 5.1).
23.3	Consent of Jones, Walker, Waechter, Poitevent, Carrère & Denègre L.L.P. (included in Exhibit 5.2).
23.4	Consent of Bowles Rice McDavid Graff & Love LLP (included in Exhibit 5.3).
24.1***	Powers of Attorney.
25.1***	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939 with respect to the Indenture governing the 9.50% Senior Secured Notes due December 15, 2016.
99.1***	Form of Letter of Transmittal, with respect to outstanding notes and exchange notes.
99.2***	Form of Notice of Guaranteed Delivery, with respect to outstanding notes and exchange notes.
99.3***	Form of Instructions to Registered Holder Beneficial Owners.
99.4***	Form of Letter to Clients.
99.5***	Form of Letter to Registered Holders

* Incorporated by reference to Amendment No. 1 to the Registration Statement on Form S-1 of McJunkin Red Man Holding Corporation (No. 333-153091), filed with the SEC on September 26, 2008.

** Incorporated by reference to Amendment No. 2 to the Registration Statement on Form S-1 of McJunkin Red Man Holding Corporation (No. 333-153091), filed with the SEC on October 31, 2008.

*** Previously filed with Registration Statement on Form S-4 of McJunkin Red Man Corporation (No. 333-173035).

† Management contract or compensatory plan or arrangement required to be posted as an exhibit to this report.

July 1, 2011

McJunkin Red Man Corporation
2 Houston Center
909 Fannin, Suite 3100
Houston, TX 77010

Ladies and Gentlemen:

We have acted as special counsel to McJunkin Red Man Corporation, a Delaware corporation (the "Company"), and each of the guarantors listed on Schedule A hereto (the "Guarantors") in connection with the Company's offer to exchange up to \$1,050,000,000 in aggregate principal amount of its 9.50% Senior Secured Notes due December 15, 2016 (the "Exchange Notes"), which are being registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like principal amount of its 9.50% Senior Secured Notes due December 15, 2016 that were issued on December 21, 2009 and February 11, 2010, (the "Outstanding Notes"), and together with the Exchange Notes, the "Notes") pursuant to the Registration Statement on Form S-4 filed with the Securities and Exchange Commission on March 24, 2011 (as amended from time to time, the "Registration Statement"). Pursuant to the Indenture (as defined below) the Outstanding Notes are, and the Exchange Notes will be, unconditionally guaranteed, jointly and severally, on the terms and subject to the conditions set forth in the Indenture (the "Outstanding Note Guarantees" and the "Exchange Note Guarantees", respectively). All capitalized terms used herein that are defined in, or by reference in, the Indenture have the meanings assigned to such terms therein or by reference therein, unless otherwise defined herein. With your permission, all assumptions and statements of reliance herein have been made without any independent investigation or verification on our part except to the extent otherwise expressly stated, and we express no opinion with respect to the subject matter or accuracy of such assumptions or items relied upon.

In connection with this opinion, we have (i) investigated such questions of law, (ii) examined originals or certified, conformed, facsimile, electronic, photostatic or reproduction copies of such agreements, instruments, documents and records of the Company and the Guarantors, such certificates of public officials and such other documents and (iii) received such information from officers and representatives of the Company and the Guarantors and others, in each case, as we have deemed necessary or appropriate for the purposes of this opinion. We have examined, among other documents, the following:

- (a) the Indenture, dated as of December 21, 2009, among the Company, the Guarantors and U.S. Bank National Association, as trustee (as supplemented, the "Indenture");
-

- (b) the Outstanding Notes and Outstanding Note Guarantees; and
- (c) the forms of Exchange Notes and the Exchange Note Guarantees.

The documents referred to in items (a) through (c) above are collectively referred to as the "Documents."

In all such examinations, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of original and certified documents and the conformity to original or certified documents of all copies submitted to us as conformed, facsimile, electronic or reproduction copies. As to various questions of fact relevant to the opinions expressed herein, we have relied upon, and assume the accuracy of, any representations and warranties contained in the Documents and certificates and oral or written statements and other information of or from public officials, officers or other appropriate representatives of the Company, the Guarantors and others and assume compliance on the part of all parties to the Documents with their covenants and agreements contained therein.

To the extent it may be relevant to the opinions expressed herein, we have assumed that (i) the Exchange Notes will be duly authenticated and delivered by the Trustee, in accordance with the terms of the Indenture, against receipt of the Outstanding Notes surrendered in exchange therefor (ii) that all of the parties to the Documents (other than the Company and the Guarantors organized in Delaware or New York) are validly existing and in good standing under the laws of their respective jurisdictions of organization and have the power and authority to (a) execute and deliver the Documents, (b) perform their obligations thereunder and (c) consummate the transactions contemplated thereby, (iii) that the Documents have been duly authorized, executed and delivered by all of the parties thereto (other than the Company and the Guarantors organized in Delaware or New York) , the execution thereof does not violate the charter, the by-laws or any other organizational document of any such parties (other than the Company and the Guarantors organized in Delaware or New York) or the laws of the jurisdiction of incorporation of any such parties (other than the Company and the Guarantors organized in Delaware or New York) and each of the Documents constitutes valid and binding obligations of all the parties thereto (other than the Company and the Guarantors), enforceable against such parties in accordance with their respective terms, and (iv) that all of the parties to the Documents will comply with all laws applicable thereto.

Based upon the foregoing, and subject to the limitations, qualifications and assumptions set forth herein, we are of the opinion that:

1. The Exchange Notes, when executed, issued and delivered in accordance with the terms of the Indenture in exchange for the Outstanding Notes in the manner contemplated by the Registration Statement, will constitute valid and binding obligations of the Company, enforceable against the Company in

accordance with their terms.

2. The Exchange Note Guarantees by the Guarantors, when the Exchange Notes have been duly executed, issued and delivered in accordance with the terms of the Indenture in exchange for the Outstanding Notes in the manner contemplated by the Registration Statement, will constitute a valid and binding obligation of each of the Guarantors, enforceable against each of the Guarantors in accordance with their terms.

The opinions set forth above are subject to the following qualifications:

(A) We express no opinion as to the validity, binding effect or enforceability of any provision of the Documents relating to indemnification, contribution or exculpation to the extent limited by applicable principles of public policy.

(B) We express no opinion as to the validity, binding effect or enforceability of any provision of the Documents:

(i) (a) containing any purported waiver, release, variation, disclaimer, consent or other agreement of similar effect (all of the foregoing, collectively, a "Waiver") by the Company or the Guarantors under any of such Documents to the extent limited by provisions of applicable law (including judicial decisions), or to the extent that such a Waiver applies to a right, claim, duty, defense or ground for discharge otherwise existing or occurring as a matter of law (including judicial decisions), except to the extent that such a Waiver is effective under, and is not prohibited by or void or invalid under provisions of applicable law (including judicial decisions); or (b) with respect to any Waiver in the Exchange Note Guarantees insofar as it relates to causes or circumstances that would operate as a discharge or release of, or defense available to, the Guarantors thereunder as a matter of law (including judicial decisions), except to the extent such Waiver is effective under and is not prohibited by or void or invalid under applicable law (including judicial decisions)

(ii) related to (I) forum selection or submission to jurisdiction (including, without limitation, any waiver of any objection to venue in any court or of any objection that a court is an inconvenient forum) to the extent the validity, binding effect or enforceability of any provision is to be determined by any court other than a court of the State of New York, or (II) choice of governing law to the extent that the validity, binding effect or enforceability of any such provision is to be determined by any court other than a court of the State of New York or a federal district court sitting in the State of New York, in each case, applying the law and choice of law principles of the State of New York;

(iii) specifying that provisions thereof may be waived only in writing, to the extent that an oral agreement or an implied agreement by trade practice or course of conduct has been created that modifies any provision of such agreement; and

(iv) which may be considered to be in the nature of a penalty.

(C) Our opinions are subject to the following:

(i) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws now or hereafter in effect affecting creditors' rights generally; and

(ii) general equitable principles (including, without limitation, standards of materiality, good faith, fair dealing and reasonableness, equitable defenses and limits on the availability of equitable remedies) whether such principles are considered in a proceeding in equity or at law.

(D) Provisions in the Exchange Note Guarantee and the Indenture that provide that the Guarantors' liability thereunder shall not be affected by (i) actions or failures to act on the part of the recipient, the holders or the Trustee, (ii) amendments or waivers of provisions of documents governing the guaranteed obligations or (iii) other actions, events or circumstances that make more burdensome or otherwise change the obligations and liabilities of the Guarantors might not be enforceable under certain circumstances and in the event of actions that change the essential nature of the terms and conditions of the guaranteed obligations. With respect to each Guarantor, we have assumed that consideration that is sufficient to support the agreements of each Guarantor under Documents has been received by each Guarantor.

The opinions expressed herein are limited to the laws of the State of New York and, to the extent relevant, the General Corporation Law of the State of Delaware, each as currently in effect, together with applicable provisions of the Constitution of Delaware and relevant decisional law, and no opinion is expressed with respect to any other laws or any effect that such other laws may have on the opinions expressed herein. Insofar as the opinions expressed herein involve the laws of the State of Texas, we have relied with your permission solely on the opinion of Jones, Walker, Waechter, Poitevent, Carrère & Denègre L.L.P., addressed to you on July 1, 2011 and filed as Exhibit 5.2 to the Registration Statement. Insofar as the opinions expressed herein involve the laws of the State of West Virginia, we have relied with your permission solely on the opinion of Bowles Rice McDavid Graff & Love LLP, addressed to you on July 1, 2011 and filed as Exhibit 5.3 to the Registration Statement.

The opinions expressed herein are given as of the date hereof, and we undertake no obligation to supplement this letter if any applicable laws change after the date hereof or if we become aware of any facts that might change the opinions expressed herein or for any other reason.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to this firm under the caption "Legal Matters" in

the prospectus that is included in the Registration Statement. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ Fried, Frank, Harris, Shriver & Jacobson LLP

FRIED, FRANK, HARRIS, SHRIVER & JACOBSON LLP

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SCHEDULE A

Greenbrier Petroleum Corporation, a West Virginia corporation
McJunkin Nigeria Limited, a Delaware corporation
McJunkin-Puerto Rico Corporation, a Delaware corporation
McJunkin Red Man Development Corporation, a Delaware corporation
McJunkin Red Man Holding Corporation, a Delaware corporation
McJunkin-West Africa Corporation, a Delaware corporation
Midway-Tristate Corporation, a New York corporation
Milton Oil & Gas Company, a West Virginia corporation
MRC Management Company, a Delaware corporation
Ruffner Realty Company, a West Virginia corporation
The South Texas Supply Company, Inc., a Texas corporation

July 1, 2011

McJunkin Red Man Corporation
2 Houston Center
909 Fannin, Suite 3100
Houston, TX 77010

Re: Subsidiary Guarantee Opinion

Ladies and Gentlemen:

We have acted as special Texas counsel to McJunkin Red Man Corporation, a Delaware corporation (the "Issuer"), and The South Texas Supply Company, Inc., a Texas corporation (the "Guarantor"), in connection with matters related to the execution and delivery of the Exchange Note Guarantee (as defined below) by the Guarantor, which are being delivered in connection with the Issuer's offer to exchange up to \$1,050,000,000 in aggregate principal amount of its 9.50% Senior Secured Notes due December 15, 2016 (the "Exchange Notes"), which are being registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like principal amount of its 9.50% Senior Secured Notes due December 15, 2016 that were issued on December 21, 2009 and February 11, 2010, respectively (the "Outstanding Notes"); and together with the Exchange Notes, the "Notes") pursuant to the Registration Statement on Form S-4 filed with the Securities and Exchange Commission on March 24, 2011 (the "Registration Statement"). Pursuant to the Indenture, dated as of December 21, 2009, among the Company, the guarantors named therein and U.S. Bank National Association, as trustee (as supplemented, the "Indenture"), the Exchange Notes will be unconditionally guaranteed, jointly and severally, on the terms and subject to the conditions set forth in the Indenture (the "Exchange Note Guarantees"). All capitalized terms used herein that are defined in, or by reference in, the Indenture have the meanings assigned to such terms therein or by reference therein, unless otherwise defined herein.

You are aware, and we hereby confirm, that we have not represented either the Issuer or the Guarantor with respect to the preparation, negotiation or execution of the Indenture, the Exchange Notes, the Registration Statement or any documents ancillary thereto or transactions contemplated thereby. We have been retained by the Issuer and the Guarantor for the sole and limited purpose of rendering the opinions set forth herein. By your acceptance of this opinion, you acknowledge the foregoing and confirm that you have consented to the rendering of the opinions set forth herein by this firm in light thereof.

In connection with rendering the opinions expressed below, we have examined and relied upon copies of (i) the Registration Statement, (ii) the Indenture which will be filed with the SEC as an exhibit to the Registration Statement, (iii) the Written Consent of the Sole Director of the Guarantor, dated March 20, 2011 (the "Written Consent"), (iv) the

Guarantor's certificate of incorporation, as amended, and the bylaws of Guarantor, dated December 27, 1996, and (v) other instruments as we have deemed relevant and necessary to enable us to express the opinions hereinafter set forth.

In connection with our examination of such documents, we have assumed without independent investigation or verification (i) that each of the documents and instruments reviewed by us has been duly authorized, executed and delivered by each of the parties thereto other than the Guarantor and is enforceable against such parties in accordance with the terms thereof, (ii) the authenticity of all documents and instruments submitted to us as originals, (iii) the conformity to the originals of all documents and instruments submitted to us as conformed, certified or photostatic copies, (iv) the accuracy and completeness of all corporate records made available to us by the Company, (v) the absence of any other documents, instruments, records, agreements, course of prior dealings or understandings that alter, modify or change in any way the terms of any documents, records or agreements provided to or reviewed by us or the validity or accuracy of the representations made to us orally or as set forth in any documents, instruments, records or agreements provided to or reviewed by us, (vi) the genuineness of all signatures on all documents and instruments examined by us, (vii) that adequate consideration and value have been given for the obligations incurred pursuant to the Indenture, (viii) the power and legal capacity of all persons (other than the Guarantor) who have executed documents reviewed by us hereunder, (ix) that the individual executing the Written Consent is the duly elected sole director of the Guarantor, and (x) that the Indenture is the valid and legally binding obligation of the Trustee. We express no opinion with respect to the subject matter or accuracy of such assumptions or items relied upon.

Based upon the foregoing, and subject to the qualifications and limitations stated herein, we are of the opinion that:

1. The Guarantor is validly existing as a corporation in good standing under the laws of the State of Texas.
2. The Guarantor has the corporate power and authority to execute and deliver the Exchange Note Guarantees and perform its obligations thereunder; and
3. The Exchange Note Guarantees have been duly authorized by the Guarantor.

The opinions expressed herein are limited to the effect of the laws of the State of Texas. We do not express any opinion herein concerning any law other than the laws of the State of Texas. This opinion is limited in all respects to Applicable Law as now in effect and which has been published and is generally available in a format which makes legal research reasonably feasible. As used in this letter, the phrase "Applicable Law" shall mean the internal laws of the State of Texas which, in our experience, are normally applicable to transactions of the type contemplated by the Indenture. No opinion is expressed as to the

effect of any other laws of the State of Texas, or the laws of any other jurisdiction, including but not limited to the federal laws of the United States.

We undertake no obligation, and hereby disclaim any obligation, to update or supplement this opinion letter with respect to subsequent changes in the law or the facts presently in effect that would alter the scope or substance of the opinions herein expressed. This letter expresses our legal opinion as to the foregoing matters based upon our professional judgment at this time.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to the reference to this firm under the caption "Legal Matters" in the prospectus that is included in the Registration Statement. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the SEC promulgated thereunder. This opinion letter may be relied upon by Fried, Frank, Harris, Shriver & Jacobson LLP, as if it were addressed to it, in rendering its opinions in connection with the registration of the offer and sale of the Exchange Notes and the sale and issuance of the Exchange Notes as described in the Registration Statement.

Very truly yours,

/s/ Jones, Walker, Waechter, Poitevent Carrère & Denègre, L.L.P.

JONES, WALKER, WAECHTER, POITEVENT
CARRÈRE & DENÈGRE, L.L.P.

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July 1, 2011

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E-Mail Address:
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McJunkin Red Man Corporation
2 Houston Center
909 Fannin, Suite 3100
Houston, Texas 77010

Re: Exchange of 9.50% Senior Secured Notes Due 2016 of
McJunkin Red Man Corporation

Ladies and Gentlemen:

We have acted as special West Virginia counsel to Milton Oil & Gas Company, Ruffner Realty Company and Greenbrier Petroleum Corporation, each a West Virginia corporation (collectively, the “WV Guarantors”), in connection with the offer by McJunkin Red Man Corporation, a Delaware corporation (the “Issuer”) to exchange up to \$1,050,000,000 in aggregate principal amount of its 9.50% Senior Secured Notes due December 15, 2016 (the “Exchange Notes”), which are being registered under the Securities Act of 1933, as amended (the “Securities Act”), for a like principal amount of its 9.50% Senior Secured Notes due December 15, 2016 that were issued on December 21, 2009 and February 11, 2010, respectively (the “Outstanding Notes”), and together with the Exchange Notes, the “Notes”) pursuant to the Registration Statement on Form S-4 initially filed with the Securities and Exchange Commission on March 24, 2011, as amended through the effective date thereof (the “Registration Statement”). Pursuant to the Indenture, dated as of December 21, 2009, among the Issuer, the guarantors named therein and U.S. Bank National Association, as trustee (as supplemented, the “Indenture”), the Exchange Notes will be unconditionally guaranteed, jointly and severally, on the terms and subject to the conditions set forth in the Indenture. All capitalized terms used herein that are defined in, or by reference in, the Indenture have the meanings assigned to such terms therein or by reference therein, unless otherwise defined herein.

In arriving at the opinions expressed below, we have examined and relied on the following documents:

- (a) Registration Statement as amended through the date hereof;
- (b) The Indenture relating to the Securities dated December 21, 2009, by and among the Issuer, the Guarantors and U.S. Bank National Association, as trustee (the “Trustee”);

- (c) The Notation of Guarantee to be executed by each of the WV Guarantors upon consummation of the exchange offer (the "Exchange Note Guarantees");
 - (d) Certificate of Secretary of Milton Oil & Gas Company dated April 28, 2011;
 - (e) Certificate of Secretary of Greenbrier Petroleum Corporation dated April 28, 2011;
 - (f) Certificate of Secretary of Ruffner Realty Company dated April 28, 2011;
 - (g) Unanimous Written Consent of Sole Director of Milton Oil & Gas Company dated December 11, 2009;
 - (h) Unanimous Written Consent of Sole Director of Ruffner Realty Company, dated December 11, 2009;
 - (i) Unanimous Written Consent of Sole Director of Greenbrier Petroleum Corporation, dated December 11, 2009;
 - (j) Unanimous Written Consent of Sole Director of Milton Oil & Gas Company dated February 8, 2010;
 - (k) Unanimous Written Consent of Sole Director of Ruffner Realty Company, dated February 8, 2010;
 - (l) Unanimous Written Consent of Sole Director of Greenbrier Petroleum Corporation, dated February 8, 2010;
 - (m) Articles of Incorporation, dated November 13, 1974, as certified by the Office of the Secretary of State of West Virginia on April 27, 2011, and Bylaws for Milton Oil & Gas Company;
 - (n) Articles of Incorporation, dated November 13, 1974, as certified by the Office of the Secretary of State of West Virginia on April 27, 2011, and Bylaws for Ruffner Realty Company;
 - (o) Articles of Incorporation, dated May 24, 1976, as amended on August 5, 1976, as certified by the Office of the Secretary of State of West Virginia on April 27, 2011, and Bylaws for Greenbrier Petroleum Company;
- and
- (p) Certificates of Existence for the WV Guarantors issued by the Office of the Secretary of State of West Virginia on June 30, 2011.

The documents listed in items (a) through (p), inclusive, of the preceding paragraph are hereinafter referred to as the "Transaction Documents."

As to questions of fact material to the opinions set forth below, we have also relied on documents, instruments and certificates of public officials, and of the officers and representatives of the Issuer and the WV Guarantors, and we have made such investigations of law, as we have deemed appropriate as a basis for the opinions expressed below. We have made no independent investigation of the records of the Issuer or the WV Guarantors or any other party to any of the Transaction Documents other than the review of the Organizational Documents and written consents listed above. We have made no independent investigation as to whether the representations and warranties and other statements in the Transaction Documents and in such other documents, instruments and certificates are accurate or complete.

In rendering the opinions expressed below, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of such copies.

For purposes of this opinion, we have, with your permission, assumed without independent investigation that:

- (i) the documents submitted to us as originals are authentic and the documents submitted to us as copies conform to the original documents;
- (ii) there has been no mutual mistake of fact, misunderstanding, fraud, duress or undue influence; and
- (iii) Each certificate issued by any government official, office or agency is accurate, complete and authentic, and all official public records (including their indexing and filing) are accurate and complete.

Based on the foregoing, and subject to the additional assumptions, qualifications and limitations set forth below, we are of the opinion that:

1. Each of the WV Guarantors is duly organized and validly existing as a corporation under the laws of the State of West Virginia.
2. Each of the WV Guarantors has the full corporate power and authority to execute, deliver and perform its obligations under the Exchange Note Guarantees.
3. The Exchange Note Guarantees have been duly authorized by each of the WV Guarantors.

Our opinion is further subject to the following qualifications:

- A. We express no opinion regarding the laws of any jurisdiction other than the laws of the State of West Virginia. The opinions expressed herein concern only the effect of the laws (excluding the principles of conflict of laws as applied by courts in other states) of the State of
-

July 1, 2011

Page 4

West Virginia. We assume no obligation to supplement this opinion letter if any applicable laws change after the date hereof or if we become aware of any facts that might change the opinions expressed herein after the date hereof.

B. For purposes of our opinion in paragraph 1, we have relied exclusively upon certificates of existence from the Office of the Secretary of State of West Virginia.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to the reference to this firm under the caption "Legal Matters" in the prospectus that is included in the Registration Statement. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the SEC promulgated thereunder. This opinion letter may be relied upon by Fried, Frank, Harris, Shriver & Jacobson LLP, as if it were addressed to it, in rendering its opinions in connection with the registration of the offer and sale of the Exchange Notes and the sale and issuance of the Exchange Notes as described in the Registration Statement.

The opinions expressed in this letter are limited to the matters set forth in this opinion letter, and no other opinions should be inferred beyond the matters expressly herein stated.

Very truly yours,

/s/ Bowles Rice McDavid Graff & Love LLP

BOWLES RICE MCDavid GRAFF & LOVE LLP

AJT/jam

€60,000,000 Revolving Facility Agreement
for MRC TRANSMARK HOLDINGS UK LIMITED
arranged by HSBC BANK PLC as Arranger
with HSBC BANK PLC
acting as Agent, Issuing Bank and Security Agent

17 September 2010

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BETWEEN:

- (1) **MRC TRANSMARK GROUP B.V.** (incorporated in the Netherlands with registered number 39062651) (the "**Parent**");
- (2) **MRC TRANSMARK HOLDINGS UK LIMITED** (incorporated in England with registered number 05436123) as an Original Borrower and the Obligor's Agent (the "**Company**");
- (3) **THE COMPANIES** listed in Part I of Schedule 1 (*The Original Parties*) as original guarantors (the "**Original Guarantors**");
- (4) **HSBC BANK plc** as arranger, (the "**Arranger**");
- (5) **HSBC BANK plc** as the original lender (the "**Original Lender**");
- (6) **HSBC BANK plc** as hedge counterparty (the "**Original Hedge Counterparty**");
- (7) **HSBC BANK plc** as agent of the other Finance Parties (the "**Agent**");
- (8) **HSBC BANK plc** as security trustee for the Secured Parties (the "**Security Agent**");
- (9) **HSBC BANK plc** as Issuing Bank; and
- (10) **HSBC Bank plc** as MOF Lender (the "**Original MOF Lender**").

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Agreement:

"**Acceding Obligors**" means the Subsidiaries of the Parent listed in Part II of Schedule 1 (*The Original Parties*).

"**Acceptable Bank**" means:

- (a) a bank or financial institution duly authorised under applicable laws to carry on the business of banking (including, without limitation, the business of taking deposits) which has a rating for its long-term unsecured and non credit-enhanced debt obligations of A or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or A2 or higher by Moody's Investor Services Limited or a comparable rating from an internationally recognised credit rating agency; or
- (b) any other bank or financial institution approved by the Agent.

"**Accession Deed**" means a document substantially in the form set out in Schedule 7 (*Form of Accession Deed*).

"**Accounting Principles**" means, in respect of an Obligor, generally accepted accounting principles in the jurisdiction of incorporation of that Obligor, including IFRS.

"**Accounting Reference Date**" means 31 December.

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with Clause 29 (*Changes to the Obligors*).

"Additional Cost Rate" has the meaning given to it in Schedule 4 (*Mandatory Cost Formula*).

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 29 (*Changes to the Obligors*).

"Additional Obligor" means an Additional Borrower or an Additional Guarantor.

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"Agent's Spot Rate of Exchange" means the Agent's spot rate of exchange for the purchase of the relevant currency with the Base Currency in the London foreign exchange market at or about 11:00 a.m. on a particular day.

"Aggregate Total Acquisition Price" has the meaning given to that term in paragraph (f) of the definition of Permitted Acquisition.

"Aggregate Total Purchase Price" has the meaning given to that term paragraph (g) of the definition of Permitted Acquisition.

"Agreed Security Principles" means the principles set out in Schedule 11 (*Agreed Security Principles*).

"Annual Financial Statements" has the meaning given to that term in Clause 24 (*Information undertakings*).

"Approved Country" means any country which is not subject to OFAC sanctions or United Nations sanctions under Article 41 of the UN Charter and any other country approved by all the Lenders.

"ASIC" means the Australian Securities and Investments Commission.

"Assignment Agreement" means an agreement substantially in the form set out in Schedule 6 (*Form of Assignment Agreement*) or any other form agreed between the relevant assignor and assignee **provided that** if that other form does not contain the undertaking set out in the form set out in Schedule 6 (*Form of Assignment Agreement*) it shall not be a Creditor/Agent Accession Undertaking as defined in, and for the purposes of, the Security Trust Deed.

"Auditors" means one of PricewaterhouseCoopers, Ernst & Young, KPMG or Deloitte & Touche or any other firm approved in advance by the Majority Lenders (such approval not to be unreasonably withheld or delayed).

"Australian Dollars" means the lawful currency for the time being of Australia.

"Australian Obligor" means an Obligor incorporated in the Commonwealth of Australia.

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Availability Period" means the period from and including the date of this Agreement to and including the date falling one month prior to the Termination Date.

"Available Commitment" means a Lender's Commitment minus:

- (a) the Base Currency Amount of its participation in any outstanding Utilisations; and
- (b) in relation to any proposed Utilisation, the Base Currency Amount of its participation in any other Utilisations that are due to be made on or before the proposed Utilisation Date.

For the purposes of calculating a Lender's Available Commitment that Lender's participation in any Revolving Facility Utilisations that are due to be repaid or prepaid on or before the proposed Utilisation Date shall not be deducted from a Lender's Commitment.

"Available Facility" means, in relation to the Revolving Facility, the aggregate for the time being of each Lender's Available Commitment in respect of that Facility.

"Base Currency" means euros.

"Base Currency Amount" means:

- (a) save as provided in paragraph (b) below, the amount specified in the Utilisation Request delivered by a Borrower for that Utilisation (or, if the amount requested is not denominated in the Base Currency, that amount converted into the Base Currency at the Agent's Spot Rate of Exchange on the date which is three Business Days before the Utilisation Date or, if later, on the date the Agent receives the Utilisation Request in accordance with the terms of this Agreement) and, in the case of a Letter of Credit, as adjusted under Clause 6.8 (*Revaluation of Letters of Credit*) at six-monthly intervals; and
- (b) for the purposes only of paragraph (a) of the definition of Available Commitment in relation to the amount of any outstanding Utilisations, that amount converted into the Base Currency at the Agent's Spot Rate of Exchange on the date which is three Business Days before the proposed Utilisation Date for the proposed Utilisation or, if later, the date the Agent receives the Utilisation Request for the proposed Utilisation in accordance with the terms of this Agreement),

as adjusted to reflect any repayment, prepayment, consolidation or division of a Utilisation.

"Base Reference Bank Rate" means the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Agent at its request by the Base Reference Banks:

- (a) in relation to LIBOR, as the rate at which the relevant Base Reference Bank could borrow funds in the London interbank market; and
- (b) in relation to EURIBOR, as the rate at which the relevant Base Reference Bank could borrow funds in the European interbank market,

in the relevant currency and for the relevant period, were it to do so by asking for and then accepting interbank offers for deposits in reasonable market size in that currency and for that period.

"Base Reference Banks" means, in relation to LIBOR, the principal London offices of HSBC Bank plc, Barclays Bank PLC and The Royal Bank of Scotland plc and, in relation to EURIBOR, the principal office in Paris of HSBC Bank plc, BNP Paribas and Société Générale or such other banks as may be appointed by the Agent in consultation with the Company.

"Belgian Obligor" means an Obligor incorporated in Belgium.

"**Borrower**" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 29 (*Changes to the Obligors*).

"**Borrowings**" has the meaning given to that term in Clause 25.1 (*Financial definitions*).

"**Break Costs**" means the amount (if any) by which:

(a) the interest (excluding the Margin) which a Lender should have received for the period from the date of receipt of all or any part of its participation in a Loan or Unpaid Sum to the last day of the current Interest Period in respect of that Loan or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

(b) the amount which that Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank in the Relevant Interbank Market for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period.

"**Budget**" means:

(a) in relation to the Financial Year ending on 31 December 2010, the Group's budget for that Financial Year to be delivered by the Parent to the Agent pursuant to Clause 4.1 (*Initial conditions precedent*) (the "**2010 Budget**"); and

(b) in relation to any other period, any budget delivered by the Parent to the Agent in respect of that period pursuant to Clause 24.4 (*Budget*).

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London, and:

(a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency; or

(b) (in relation to any date for payment or purchase of euro) any TARGET Day.

"**Cash**" means, at any time, cash in hand or at bank and (in the latter case) credited to an account in the name of a member of the Group and to which a member of the Group is alone (or together with other members of the Group) beneficially entitled and for so long as:

(a) that cash is repayable within 90 days after the relevant date of calculation;

(b) repayment of that cash is not contingent on the prior discharge of any other indebtedness of any member of the Group or of any other person whatsoever or on the satisfaction of any other condition;

(c) there is no Security over that cash except for Transaction Security or any Permitted Security constituted by a netting or set-off arrangement entered into by members of the Group in the ordinary course of their banking arrangements; and

(d) (except for cash subject to the security described in paragraph (c) above) the cash is freely and (except as mentioned in paragraph (a) above) immediately available to be applied in repayment or prepayment of the Facility without any condition other than the lapse of time and notice being given having to be fulfilled.

“Cash Equivalent Investments” means at any time:

- (a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank;
- (b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;
- (c) commercial paper not convertible or exchangeable to any other security:
 - (i) for which a recognised trading market exists;
 - (ii) issued by an issuer incorporated in the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State;
 - (iii) which matures within one year after the relevant date of calculation; and
 - (iv) which has a credit rating of either A-1 or higher by Standard & Poor’s Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody’s Investor Services Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating;
- (d) sterling bills of exchange eligible for rediscount at the Bank of England and accepted by an Acceptable Bank (or their dematerialised equivalent);
- (e) any investment in money market funds which (i) have a credit rating of either A-1 or higher by Standard & Poor’s Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody’s Investor Services Limited, (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) to (d) above and (iii) can be turned into cash on not more than 30 days’ notice; or
- (f) any other debt security approved by the Majority Lenders,

in each case, denominated in euro, Sterling or US Dollars (or any currency of a country in which a member of the Group has operations provided that such currency is freely convertible into one or more of euro, Sterling or US Dollars) to which any member of the Group is alone or together with other members of the Group beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security (other than Security arising under the Transaction Security Documents).

“Cash Pooling Agreement” means any agreement entered into between HSBC Bank plc and any members of the Group in respect of cash pooling and/or cash management services.

“Change of Control” means any person or group of persons acting in concert gains direct or indirect control of the Parent or McJunkin UK. For the purposes of this definition:

- (a) **"control"** means:
- (i) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:
 - (A) cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the Parent or McJunkin UK (as appropriate); or
 - (B) appoint or remove all, or the majority, of the directors or other equivalent officers of the Parent or McJunkin UK (as appropriate); or
 - (C) give directions with respect to the operating and financial policies of the Parent or McJunkin UK (as appropriate) with which the directors or other equivalent officers of the Parent are obliged to comply; or
 - (ii) the holding beneficially of more than 50% of the issued share capital of the Parent or McJunkin UK (as appropriate) (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital); and
- (b) **"acting in concert"** means, a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition directly or indirectly of shares in the Parent or McJunkin UK (as appropriate) by any of them, either directly or indirectly, to obtain or consolidate control of the Parent or McJunkin UK (as appropriate).

"Charged Property" means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security.

"Commitment" means a Revolving Facility Commitment.

"Compliance Certificate" means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*).

"Confidential Information" means all information relating to the Parent, any Obligor, the Group, the McJunkin Group, the Finance Documents or a Facility of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or a Facility from either:

- (a) any member of the Group or any of its advisers; or
- (b) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from any member of the Group or any of its advisers, in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:
 - (i) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of Clause 40 (*Confidentiality*); or
 - (iii) is identified in writing at the time of delivery as non-confidential by any member of the Group or any of its advisers; or

- (iv) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Group and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

"Confidentiality Undertaking" means a confidentiality undertaking substantially in a recommended form of the LMA or in any other form agreed between the Parent and the Agent.

"Constitutional Documents" means the up-to-date memorandum and articles of association of the Parent.

"Corporations Act" means the Australian Corporations Act 2001 (Cth)

"CTA" means the Corporation Tax Act 2009.

"Default" means an Event of Default or any event or circumstance specified in Clause 27 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

"Defaulting Lender" means any Lender (other than a Lender which is a Sponsor Affiliate):

- (a) which has failed to make its participation in a Loan available or has notified the Agent that it will not make its participation in a Loan available by the Utilisation Date of that Loan in accordance with Clause 5.4 (*Lenders' participation*) or has failed to provide cash collateral (or has notified the Issuing Bank that it will not provide cash collateral) in accordance with Clause 7.4 (*Cash collateral by Non-Acceptable L/C Lender*);
- (b) which has otherwise rescinded or repudiated a Finance Document; or
- (c) with respect to which an Insolvency Event has occurred and is continuing,

unless, in the case of paragraph (a) above:

- (i) its failure to pay is caused by:
 - (A) administrative or technical error; or
 - (B) a Disruption Event; andpayment is made within three Business Days of its due date; or
- (ii) the Lender is disputing in good faith whether it is contractually obliged to make the payment in question.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent.

"Disruption Event" means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facility (or otherwise in order for the transactions

contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or

- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:
 - (i) from performing its payment obligations under the Finance Documents; or
 - (ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

"Distributable Net Profit" means, in any Financial Year of the Group, Group's net income (post tax and minority interests) for that Financial Year (as set out in the corresponding Annual Financial Statements of the Parent).

"Dormant Subsidiary" means:

- (a) Transmark Valves Limited;
- (b) Zidell Valve Corporation Limited;
- (c) Transmark Projects Limited;
- (d) Heaton Valves Limited;
- (e) Transmark Heaton Limited;
- (f) Delta Pacific Valves Limited;
- (g) Transmark Scotland Limited;
- (h) Transmark International Limited;
- (i) Transmark Fortim Engineering Pte. Ltd;
- (j) Pegler Hattersley Holdings Pty Limited;
- (k) Pegler Beacon Australia Pty Limited; and
- (l) any other member of the Group (other than an Obligor) which does not trade (for itself or as agent for any person), as is confirmed in writing by the Parent to the Agent.

"Dormant Subsidiary Loan" means any loan made by a Dormant Subsidiary to any member of the Group that is not a Dormant Subsidiary.

"Dutch Obligor" means an Obligor incorporated in the Netherlands.

"ECB Rates" means the European Central Bank Eurosystem Euro foreign exchange reference rates displayed on the relevant page of the European Central Bank website after 2.00 pm (UK time on the relevant day) or if such page is replaced or ceases to be available, such other page displaying such rates as agreed as soon as possible by the Agent and the Company (acting reasonably and in good faith).

"Environment" means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

- (a) air (including, without limitation, air within natural or man-made structures, whether above or below ground);
- (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and
- (c) land (including, without limitation, land under water).

"Environmental Claim" means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law.

"Environmental Law" means any applicable law or regulation which relates to:

- (a) the pollution or protection of the Environment;
- (b) the conditions of the workplace; or
- (c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste.

"Environmental Permits" means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of any member of the Group conducted on or from the properties owned or used by any member of the Group.

"EURIBOR" means, in relation to any Loan in euro:

- (a) the applicable Screen Rate; or
- (b) (if no Screen Rate is available for the Interest Period of that Loan) the Base Reference Bank Rate,

as of the Specified Time on the Quotation Day for euro and for a period comparable to the Interest Period of that Loan.

"Event of Default" means any event or circumstance specified as such in Clause 27 (*Events of Default*).

"Expiry Date" means, for a Letter of Credit, the last day of its Term.

"Facility" means the Revolving Facility.

"Facility Office" means:

- (a) in respect of a Lender or the Issuing Bank, the office or offices notified by that Lender or the Issuing Bank to the Agent in writing on or before the date it becomes a Lender or the Issuing Bank (or, following that date, by not less than five Business Days' written notice) as the office or offices through which it will perform its obligations under this Agreement; or
- (b) in respect of any other Finance Party, the office in the jurisdiction in which it is resident for tax purposes.

"Finance Document" means this Agreement, any Accession Deed, any Compliance Certificate, any Hedging Agreement, any MOF Document, any Resignation Letter, the Security Trust Agreement, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Parent, **provided that** where the term "Finance Document" is used in, and construed for the purposes of, this Agreement or the Security Trust Agreement, a Hedging Agreement or MOF Document shall be a Finance Document only for the purposes of:

- (a) the definition of "Material Adverse Effect";
- (b) paragraph (a) of the definition of "Permitted Transaction";
- (c) the definition of "Transaction Security Document";
- (d) paragraph (a)(iv) of Clause 1.2 (*Construction*);
- (e) Clause 22 (*Guarantee and Indemnity*); and
- (f) Clause 27 (*Events of Default*) (other than Clause 27.17 (*Acceleration*)).

"Finance Party" means the Agent, the Arranger, the Security Agent, a Lender, the Issuing Bank, a Hedge Counterparty or MOF Lender provided that where the term "Finance Party" is used in, and construed for the purposes of, this Agreement or the Security Trust Agreement, a Hedge Counterparty or MOF Lender shall be a Finance Party only for the purposes of:

- (a) the definition of "Secured Parties";
- (b) paragraph (a)(i) of Clause 1.2 (*Construction*);
- (c) paragraph (c) of the definition of Material Adverse Effect;
- (d) Clause 22 (*Guarantee and Indemnity*); and
- (e) Clause 31 (*Conduct of business by the Finance Parties*).

"Financial Assistance Memo" means the "MRC Transmark Group Financial Assistance Summary" delivered to the Agent pursuant to Schedule 2 Part I (*Conditions precedent to first Utilisation*).

"Financial Indebtedness" means (without double counting) any indebtedness for or in respect of:

- (a) moneys borrowed and debit balances at banks or other financial institutions;
- (b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent);
- (c) any note purchase facility or the issue of bonds (but not Trade Instruments), notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of Finance Leases;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount (on a net

basis) is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);

- (g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability (but not, in any case, Trade Instruments) of an entity which is not a member of the Group which liability would fall within one of the other paragraphs of this definition;
- (h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Termination Date or are otherwise classified as borrowings under the Accounting Principles;
- (i) any amount of any liability under an advance or deferred purchase agreement if the primary reason behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question and payment is due more than 180 days after the date of supply or is deferred by more than 180 days;
- (j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing and which is classified as borrowings under the Accounting Principles; and
- (k) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j) above,

but excluding for the avoidance of doubt all pension-related and intra-group liabilities.

"Financial Quarter" has the meaning given to that term in Clause 25.1 (*Financial definitions*).

"Financial Year" has the meaning given to that term in Clause 25.1 (*Financial definitions*).

"French Guarantor" means any Guarantor incorporated in France.

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

"Group Structure Chart" means the group structure chart in the agreed form.

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 29 (*Changes to the Obligors*).

"Guarantor Coverage Test" has the meaning given to that term in Clause 26.24 (*Guarantor*).

"Hedge Counterparty" means:

- (a) any Original Hedge Counterparty ; and
- (b) any Lender which has become a Party as a Hedge Counterparty in accordance with Clause 28.9 (*Accession of Hedge Counterparties and MOF Lenders*)

which, in each case, is or has become, a party to the Security Trust Agreement as a Hedge Counterparty in accordance with the provisions of the Security Trust Agreement.

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by any Obligor and a Hedge Counterparty

including, without limitation, for the purpose of hedging interest rate and/or currency exposures under the Finance Documents or such other types of liabilities and/or risks in relation to the hedging transactions permitted under Clause 26.23 (*Treasury Transactions*).

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"IFRS" means international accounting standards within the meaning of IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

"Impaired Agent" means the Agent at any time when:

- (a) it has failed to make (or has notified a Party that it will not make) a payment required to be made by it under the Finance Documents by the due date for payment;
- (b) the Agent otherwise rescinds or repudiates a Finance Document;
- (c) (if the Agent is also a Lender) it is a Defaulting Lender under paragraph (a) or (b) of the definition of "Defaulting Lender"; or
- (d) an Insolvency Event has occurred and is continuing with respect to the Agent;

unless, in the case of paragraph (a) above:

- (i) its failure to pay is caused by:
 - (A) administrative or technical error; or
 - (B) a Disruption Event; andpayment is made within three Business Days of its due date; or
- (ii) the Agent is disputing in good faith whether it is contractually obliged to make the payment in question.

"Increase Confirmation" means a confirmation substantially in the form set out in Schedule 12 (*Form of Increase Confirmation*).

"Increase Lender" has the meaning given to that term in Clause 2.2 (*Increase*).

"Initial Obligors" means the Original Obligors and the Acceding Obligors.

"Insolvency Event" in relation to a Finance Party means that the Finance Party:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a

petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;

- (e) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up, or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (d) above and:
 - (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up, or liquidation; or
 - (ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;
- (f) has exercised in respect of it one or more of the stabilisation powers pursuant to Part 1 of the Banking Act 2009 and/or has instituted against it a bank insolvency proceeding pursuant to Part 2 of the Banking Act 2009 or a bank administration proceeding pursuant to Part 3 of the Banking Act 2009;
- (g) has a resolution passed for its winding-up, official management, or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (h) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, manager, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (i) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;
- (j) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (i) above; or
- (k) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

"Intellectual Property" means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each member of the Group.

"Interest Period" means, in relation to a Loan, each period determined in accordance with Clause 14 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 13.3 (*Default interest*).

"Issuing Bank" means each Lender identified above as an issuing bank and any other Lender which has notified the Agent that it has agreed to the Company's request to be an

Issuing Bank pursuant to the terms of this Agreement [(and if more than one Lender has so agreed, such Lenders shall be referred to, whether acting individually or together, as the "**Issuing Bank**") **provided that**, in respect of a Letter of Credit issued or to be issued pursuant to the terms of this Agreement, the "**Issuing Bank**" shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit.

"**ITA**" means the Income Tax Act 2007.

"**Joint Venture**" means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity.

"**Joint Venture Investment**" has the meaning given to it in the definition of "Permitted Joint Venture".

"**L/C Proportion**" means in relation to a Lender in respect of any Letter of Credit, the proportion (expressed as a percentage) borne by that Lender's Available Commitment to the relevant Available Facility immediately prior to the issue of that Letter of Credit, adjusted to reflect any assignment or transfer under this Agreement to or by that Lender.

"**Legal Opinion**" means any legal opinion delivered to the Agent under Clause 4.1 (*Initial conditions precedent*) or Clause 29 (*Changes to the Obligors*).

"**Legal Reservations**" means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Acts, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim;
- (c) similar principles, rights and defences under the laws of any Relevant Jurisdiction; and
- (d) any other matters which are set out as qualifications or reservations as to matters of law of general application in the Legal Opinions.

"**Lender**" means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 2.2 (*Increase*) or Clause 28 (*Changes to the Lenders*),

which in each case has not ceased to be a Lender in accordance with the terms of this Agreement.

"**Letter of Credit**" means any letter of credit, guarantee, bond, indemnity or other instrument in the latest standard form of the Issuing Bank (if any) or a form requested by a Borrower (or the Company on its behalf) and agreed by the Agent with the prior consent of the Majority Lenders and the Issuing Bank.

"**Leverage**" has the meaning given to that term in Clause 25.1 (*Financial Definitions*).

"**LIBOR**" means, in relation to any Loan:

- (a) the applicable Screen Rate; or
- (b) (if no Screen Rate is available for the currency or Interest Period of that Loan) the Base Reference Bank Rate, as of the Specified Time on the Quotation Day for the currency of that Loan and a period comparable to the Interest Period of that Loan.

"**Limitation Acts**" means the Limitation Act 1980 and the Foreign Limitation Periods Act 1984.

"**Listing**" means a successful application being made for the admission of all or part of the share capital of any member of the Group on any recognised investment exchange (as defined in the Financial Services and Markets Act 2000) or any other public exchange or public market in any jurisdiction or country or any other sale or issue by way of flotation or public offering or any equivalent circumstances in relation to any member of the Group in any jurisdiction or country.

"**LMA**" means the Loan Market Association.

"**Loan**" means a Revolving Facility Loan.

"**Majority Lenders**" means a Lender or Lenders whose Commitments aggregate more than 66²/₃ per cent. of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66²/₃ per cent. of the Total Commitments immediately prior to that reduction).

"**Mandatory Cost**" means the percentage rate per annum calculated by the Agent in accordance with Schedule 4 (*Mandatory Cost formula*).

"**Mandatory Prepayment Account**" means an interest-bearing account:

- (a) held in the England by a Borrower with the Agent or Security Agent;
- (b) identified in a letter between the Company and the Agent, or in the name of the account, as a Mandatory Prepayment Account;
- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and Security Agent; and
- (d) from which no withdrawals may be made by any members of the Group except as contemplated by this Agreement,

(as the same may be redesignated, substituted or replaced from time to time).

"**Margin**" means:

- (a) in relation to any Loan, 1.50 per cent. per annum; and
- (b) in relation to any other Unpaid Sum, the highest rate specified in the table below,

but where Leverage in respect of the most recently completed Relevant Period (starting with the Relevant Period ending on or about 31 December 2010) is within a range in the table set

out below, then the Margin for each Loan will be the percentage per annum set out below in the column opposite that range:

Leverage	Margin % p.a.
Greater than 2.00:1	2.50
Greater than 1.50:1 but less than or equal to 2.00:1	2.25
Greater than 1.00:1 but less than or equal to 1.50:1	2.00
Greater than 0.75:1 but less than or equal to 1.00:1	1.75
Less than or equal to 0.75:1	1.50

However:

- (i) any increase or decrease in the Margin for a Loan shall take effect on the date (the "**reset date**") which is the 5 Business Days after receipt by the Agent of the Compliance Certificate for that Relevant Period pursuant to Clause 24.2 (*Provision and contents of Compliance Certificate*);
- (ii) if, following receipt by the Agent of the annual audited financial statements of the Group and related Compliance Certificate, those statements and Compliance Certificate do not confirm the basis for a reduced Margin, then the provisions of Clause 13.2 (*Payment of interest*) shall apply and the Margin for that Loan shall be the percentage per annum determined using the table above and the revised ratio of Leverage calculated using the figures in the Compliance Certificate;
- (iii) while an Event of Default is continuing, the Margin for each Loan shall be the highest percentage per annum set out in the table above; and
- (iv) for the purpose of determining the Margin, Leverage and Relevant Period shall be determined in accordance with Clause 25.1 (*Financial definitions*).

"Material Adverse Effect" means a material adverse effect on:

- (a) the business, assets or financial condition of the Group taken as a whole; or
- (b) the ability of the Obligors (taken as a whole) to perform their payment obligations under the Finance Documents and/or their obligations under Clause 25.2 (*Financial condition*) of this Agreement; or
- (c) the validity or enforceability of, or the effectiveness or ranking of any Security granted or purporting to be granted pursuant to any of, the Finance Documents or the right or remedies of any Finance Party under any of the Finance Documents.

"Material Company" means, at any time:

- (a) the Parent; or
- (b) any other Obligor; or
- (c) a wholly-owned member of the Group that holds shares in an Obligor; or

- (d) a Subsidiary of the Parent which has earnings before interest, tax, depreciation and amortisation (calculated on the same basis as Consolidated EBITDA on an unconsolidated basis and excluding intra-group items and investments in Subsidiaries) representing 5 per cent. or more of Consolidated EBITDA, or has gross assets, net assets or turnover (calculated on an unconsolidated basis and excluding intra-group items and investments in Subsidiaries) representing 5 per cent., or more of the gross assets, net assets or turnover of the Group, calculated on a consolidated basis.

Compliance with the conditions set out in paragraph (d) shall be determined by reference to the most recent Compliance Certificate supplied by the Parent and/or the latest audited financial statements of that Subsidiary (consolidated in the case of a Subsidiary which itself has Subsidiaries) and the latest Annual Financial Statements of the Parent. However, if a Subsidiary has been acquired since the date as at which the latest Annual Financial Statements of the Parent were prepared, those financial statements shall be deemed to be adjusted in order to take into account the acquisition of that Subsidiary (that adjustment (if requested by the Agent acting on the instructions of the Majority Lenders) shall be certified by the Group's Auditors as representing an accurate reflection of the revised Consolidated EBITDA, consolidated gross assets, consolidated net assets and/or consolidated turnover of the Group).

A report by the Auditors of the Parent that a Subsidiary is or is not a Material Company shall, in the absence of manifest error, be conclusive and binding on all Parties.

"McJunkin Group" means McJunkin Red Man Holding Corporation and its subsidiaries from time to time.

"McJunkin Loan Notes" means the 10 year, fixed coupon loan notes issued by the McJunkin UK in favour of McJunkin Red Man Corporation pursuant to:

- (a) a loan note instrument dated 30 October 2009 constituting loan notes with an aggregate principal amount of £24,600,000; and
(b) a loan note instrument dated 30 October 2009 constituting loan notes with an aggregate principal amount of £59,400,000.

"McJunkin UK" means McJunkin Red Man UK Limited a company incorporated in England with registered number 7010190.

"MOF" means any overdraft or other bilateral facility made available by a MOF Lender to a Debtor.

"MOF Agreements" means the MOF Facility Agreement and each other agreement or letter pursuant to which a MOF is made available.

"MOF Document" means all MOF Agreements and any other agreement or document entered into or pursuant to such MOF Agreement.

"MOF Facility Agreement" means any agreement entered into by any member of the Group and HSBC Bank plc in relation to the provision of overdraft and other ancillary facilities.

"MOF Lender" means:

- (a) the Original MOF Lender; and
(b) any Lender which becomes a MOF Lender pursuant to Clause 28.9 (*Accession of Hedge Counterparties and MOF Lenders*),

which, in each case is or has become a party to the Security Trust Agreement as a MOF Lender in accordance with the provisions of the Security Trust Agreement.

"Month" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

- (a) (subject to paragraph (c) below) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;
- (b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and
- (c) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

The above rules will only apply to the last Month of any period.

"New Lender" has the meaning given to that term in Clause 28 (*Changes to the Lenders*).

"New Zealand Dollars" means the lawful currency for the time being of New Zealand.

"New Zealand Obligor" means an Obligor incorporated in New Zealand.

"Non-Acceptable L/C Lender" means a Lender under the Revolving Facility which:

- (a) is not an Acceptable Bank within the meaning of paragraph (a) of the definition of "Acceptable Bank" (other than a Lender which each Issuing Bank has agreed is acceptable to it notwithstanding that fact); or
- (b) is a Defaulting Lender; or
- (c) has failed to make (or has notified the Agent that it will not make) a payment to be made by it under Clause 7.3 (*Indemnities*) or Clause 30.10 (*Lenders' indemnity to the Agent*) or any other payment to be made by it under the Finance Documents to or for the account of any other Finance Party in its capacity as Lender by the due date for payment unless the failure to pay falls within the description of any of those items set out at (i)-(ii) of the definition of Defaulting Lender.

"Non-Consenting Lender" has the meaning given to that term in Clause 39.3 (*Replacement of Lender*).

"Obligor" means a Borrower or a Guarantor.

"Obligors' Agent" means the Company, appointed to act on behalf of each Obligor in relation to the Finance Documents pursuant to Clause 2.4 (*Obligors' Agent*).

"Optional Currency" means:

- (a) Australian Dollars, New Zealand Dollars, Singapore Dollars, Sterling and US Dollars (together the **"Pre-Approved Currencies"**); and
- (b) a currency (other than the Base Currency) which complies with the conditions set out in Clause 4.3 (*Conditions relating to Optional Currencies*).

"Original Borrower" means the company listed in Part I of Schedule 1 (*The Original Parties*) as the Original Borrower.

"Original Financial Statements" means:

- (a) in relation to each Obligor its audited financial statements (or in the case of MRC Transmark B.V., its unaudited financial statements) for its Financial Year ended 2009;
- (b) the consolidated financial statements of the Parent in respect of the financial period ending on or about 30 June 2010.

"Original New Zealand Obligor" means MRC Transmark Limited incorporated in New Zealand.

"Original Obligor" means an Original Borrower or an Original Guarantor.

"Participating Member State" means any member state of the European Communities that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union.

"Party" means a party to this Agreement.

"Perfection Requirements" means the making or the procuring of the necessary registrations, filings, endorsements, notarisations, stampings and/or notifications of the Transaction Security Documents and/or the Transaction Security created thereunder.

"Permitted Acquisition" means:

- (a) an acquisition by a member of the Group of an asset sold, leased, transferred or otherwise disposed of by another member of the Group in circumstances constituting a Permitted Disposal;
- (b) an acquisition of shares or securities pursuant to a Permitted Share Issue;
- (c) an acquisition of securities which are Cash Equivalent Investments so long as those Cash Equivalent Investments become subject to the Transaction Security as soon as is reasonably practicable;
- (d) the incorporation of a company which on incorporation becomes a member of the Group, but only if:
 - (i) that company is incorporated in an Approved Country with limited liability; and
 - (ii) if the shares in the company are owned by an Obligor, Security over the shares of that company, in form and substance satisfactory to the Agent, is created in favour of the Security Agent within 30 days of the date of its incorporation if incorporated in England or within 60 days if incorporated elsewhere;
- (e) an acquisition by way of investment permitted pursuant to Clause 26.9 (*Joint Ventures*);
- (f) to the extent not permitted in paragraph (h) below, an acquisition by a member of the Group of shares or equity securities (the **"Minority Shares"**) in a member of the Group that is not a wholly-owned Subsidiary and/or in a Permitted Joint Venture (the **"Joint Venture Shares"**), in each case owned by any other shareholder that is not a member of the Group where:

- (i) no Default is continuing at the time of that acquisition or would occur as a result of that acquisition;
 - (ii) subject to the Agreed Security Principles, if the Minority Shares or the Joint Venture Shares are to be owned by an Obligor, Security is given over such the Minority Shares or Joint Venture Shares acquired (as applicable) as soon as reasonably possible and in any event within 30 days if such shares are in a company incorporated in England or 60 days if in a company incorporated in another jurisdiction, after the date of their acquisition in favour of (and in form and substance satisfactory to) the Security Agent (acting reasonably) for the Finance Parties by the member of the Group that acquired those Minority Shares or Joint Venture Shares (as applicable); and
 - (iii) the consideration (including associated cost and expenses) for the Minority Shares or Joint Venture Shares being acquired and any Financial Indebtedness remaining in any such Joint Venture at the date of acquisition to the extent such Financial Indebtedness is not prior to such acquisition accounted for as Borrowings of a member of the Group (the "**Total Acquisition Price**") does not exceed €15,000,000 (or its equivalent) and the Total Acquisition Price and when aggregated with the Total Acquisition Price for any other Minority Shares and Joint Venture Shares acquired by all members of the Group pursuant to this paragraph (f) in any rolling 12 month period (ending on the scheduled date of such acquisition) (together the "**Aggregate Total Acquisition Price**") and the Aggregate Total Purchase Price for such period, does not in that rolling 12 month period exceed €30,000,000 (or its equivalent); and
 - (iv) in relation to the acquisition only of any Joint Venture Shares, the Parent has delivered to the Agent not later than 2 Business Days before legally completing such acquisition, a certificate signed by the CFO of the Parent (in a form reasonably acceptable to the Agent) confirming that the Parent reasonably believes (with supporting calculations) that Leverage in respect of any Relevant Period ending on the next 4 Financial Quarters following such acquisition, will be no greater than 2.0:1.
- (g) an acquisition of (A) at least 50.1% of the issued share capital of a limited liability company or (B) (if the acquisition is made by a limited liability company whose sole purpose is to make the acquisition) a business or undertaking carried on as a going concern, but only if:
- (i) no Default is continuing on the closing date for the acquisition or would occur as a result of the acquisition;
 - (ii) the acquired company, business or undertaking is engaged in a business substantially the same as that carried on by the McJunkin Group; and
 - (iii) the consideration (including associated costs and expenses) for the acquisition and any Financial Indebtedness remaining in the acquired company (or any such business) at the date of acquisition (the "**Total Purchase Price**") does not exceed €15,000,000 (or its equivalent) and the Total Purchase Price when aggregated with the Total Purchase Price for all other Permitted Acquisitions by all members of the Groups pursuant to this paragraph (g) in any rolling 12 month period (ending on the scheduled date of such acquisition) (the "**Aggregate Total Purchase Price**") and the Aggregate Total Acquisition Price for such period does not in that rolling 12 month period exceed in aggregate €30,000,000 (or its equivalent); and

- (iv) the Parent has delivered to the Agent not later than 2 Business Days before completing such acquisition, a certificate signed by the CFO of the Parent, (in a form reasonably acceptable to the Agent) confirming that the Parent reasonably believes (with supporting calculations) that Leverage in respect of any Relevant Period ending on the next 4 Financial Quarters following such acquisition, will be no greater than 2.0:1; and
- (h) the acquisition by the Parent of all of the shares not owned by it in Transmark DRW GmbH provided that consideration (including associated costs and expenses) and any Financial Indebtedness (to the extent not prior to such acquisition accounted for as Borrowings of a member of the Group) remaining in such company at the date of such acquisition does not exceed €5,000,000 (or its equivalent).

"Permitted Disposal" means any sale, lease, licence, transfer or other disposal which, except in the case of paragraph (b), is on arm's length terms:

- (a) of assets made by any member of the Group in the ordinary course of trading of the disposing entity;
- (b) of any asset by a member of the Group (the **"Disposing Company"**) to another member of the Group (the **"Acquiring Company"**), but if:
 - (i) the Disposing Company is an Obligor, the Acquiring Company must also be an Obligor;
 - (ii) the Disposing Company had given Security over the asset, the Acquiring Company must give equivalent Security over that asset; and
 - (iii) the Disposing Company is a Guarantor, the Acquiring Company must be a Guarantor guaranteeing at all times an amount no less than that guaranteed by the Disposing Company;
- (c) of assets (other than shares and businesses) in exchange for other assets reasonably comparable or superior as to type, value and quality;
- (d) of obsolete, surplus or redundant vehicles, plant and equipment or real estate not required for the operation of the business of the Group as it is being conducted;
- (e) of Cash Equivalent Investments for cash or in exchange for other Cash Equivalent Investments;
- (f) constituted by a licence of intellectual property rights permitted by Clause 26.21 (*Intellectual Property*);
- (g) to a Joint Venture, to the extent permitted by Clause 26.9 (*Joint ventures*);
- (h) arising as a result of any Permitted Security;
- (i) arising as a result of the Permitted Sale and Leaseback;
- (j) of the Singapore Property substantially on the terms disclosed by the Company to the Agent prior to the Signing Date; and
- (k) of assets (other than shares and businesses) for cash where the higher of market value and the net consideration receivable (when aggregated with the net consideration receivable for any other sale, lease, licence, transfer or other disposal

not allowed under the preceding paragraphs) does not exceed in aggregate €2,000,000 (or its equivalent) for the Group in any Financial Year of the Parent.

"Permitted Distribution" means

- (a) the payment of a dividend to the Parent or any of its wholly-owned Subsidiaries; or
 - (b)
 - (i) the payment of a dividend by the Parent or a reduction of share capital of the Parent;
 - (ii) save as otherwise permitted to be made as a Permitted Payment, the payment to any members of the McJunkin Group of fees for corporate, M&A and/or transaction advice in relation to any restructuring or reorganisation of the Group; and/or
 - (iii) the making of any loan by any member of the Group to McJunkin UK;
- but only if:
- (iv) such payment is a dividend or loan to McJunkin UK to be applied by McJunkin UK in payment of interest (but not principal) due and payable on the McJunkin Loan Notes (each a **"Loan Notes Distribution"**) and:
 - (A) the amount of such Loan Notes Distribution made in any Financial Year of the Parent when aggregated with all other such Loan Notes Distributions made in such Financial Year of the Parent as permitted under this paragraph (b) (iv), does not exceed a maximum aggregate amount of £5,880,000 (or its equivalent);
 - (B) the Parent has delivered to the Agent not later than 2 Business Days before making or legally committing to make any such Loan Notes Distribution, a certificate signed by the CFO of the Parent confirming (i) the amount of such Loan Notes Distribution and compliance with paragraph (iv) (A) above and (ii) that the Parent reasonably believes (with supporting calculations) that it will be in compliance with the financial covenants in Clause 25.2 (*Financial condition*) in respect of each Relevant Period ending on the next 4 Financial Quarters following the making of such Loan Notes Distribution;
 - (C) on the date of payment of such Loan Notes Distribution, no Event of Default is continuing under Clause 27.2 (*Financial covenants and other obligations*) as a result of a breach of Clause 25 (*Financial Covenants*); and
 - (D) such Loan Notes Distribution is promptly applied by McJunkin UK in payment of interest due and payable on the McJunkin Loan Notes;
 - (v) in respect of any such payment, reduction or loan other than a Loan Notes Distribution permitted under paragraph (b) (iv) above:
 - (A) on the date of payment of such payment, reduction or loan (each a **"McJunkin Distribution"**), no Event of Default is continuing

under Clause 27.2 (*Financial covenants and other obligations*) as a result of a breach of Clause 25 (*Financial Covenants*);

- (B) the amount of such McJunkin Distribution when aggregated with all other such McJunkin Distributions permitted under this paragraph (b) (v) and made during the 12 month period (the "**Payment Period**") starting from the date of the delivery of the Annual Financial Statements of the Parent for a Financial Year of the Parent (the "**Payment Year**") does not exceed an amount equal to 25% of the balance of the Distributable Net Profits for the relevant Payment Year after deducting the aggregate amount of Loan Note Distributions made during such Payment Year;
- (C) the Parent has delivered to the Agent not later than 2 Business Days before making or legally committing to make any such McJunkin Distribution, a certificate signed by the CFO of the Parent confirming (i) the amount of such McJunkin Distribution, (ii) the Distributable Net Profits for relevant Payment Year and compliance with paragraph (v) (B) above and (iii) that the Parent reasonably believes (with supporting calculations) that it will be in compliance with the financial covenants in Clause 25.2 (*Financial condition*) in respect of each Relevant Period ending on the next 4 Financial Quarters following the making of such McJunkin Distribution; and
- (D) such McJunkin Distribution is made during the relevant Payment Period.

"**Permitted Financial Indebtedness**" means Financial Indebtedness:

- (a) arising under any of the Finance Documents;
- (b) to the extent covered by a Letter of Credit or letter of credit, bond, guarantee or indemnity issued under any MOF Agreement;
- (c) arising under a foreign exchange transaction for spot or forward delivery entered into in connection with protection against fluctuation in currency rates where that foreign exchange exposure arises in the ordinary course of trade or in respect of Utilisations made in Optional Currencies, but not a foreign exchange transaction for investment or speculative purposes;
- (d) arising under a Permitted Loan or a Permitted Guarantee or as permitted by Clause 26.23 (*Treasury Transactions*);
- (e) arising under or relating to letters of credit, bank guarantees or other documentary credits issued in the ordinary course of trading where such Financial Indebtedness is unsecured (save in respect of the underlying assets and related rights as permitted under paragraph (j) of the definition of Permitted Security) and the aggregate outstanding principal amount does not at any time exceed €5,000,000 for the Group;
- (f) arising under the Cash Pooling Agreement;
- (g) of any person acquired by a member of the Group after the first Utilisation Date which is incurred under arrangements in existence at the date of acquisition, but not incurred or increased or having its maturity date extended in contemplation of, or since, that

acquisition, and outstanding only for a period of three months following the date of acquisition;

- (h) under the Rabobank Facility Agreement and in relation to the Singapore DBS Term Loan provided that, in each case, they are repaid and irrevocably and unconditionally cancelled in full by no later than the first Utilisation Date;
- (i) made available by the relevant vendor in connection with any Permitted Acquisition provided that such Financial Indebtedness is fully subordinated behind the Finance Parties on terms satisfactory to the Agent (acting reasonably);
- (j) under:
 - (i) any Finance Leases;
 - (ii) any factoring, sale or discounting on arm's length terms of receivables; or
 - (iii) any local facilities provided to any member of the Group by a financial institution on an unsecured basis save as permitted under paragraph (p) of the definition of Permitted Security,

provided that the aggregate capital value of all such items so leased under outstanding leases by all members of the Group (calculated in accordance with the Accounting Principles) and/or the aggregate Financial Indebtedness so raised does not in aggregate for the Group exceed €10,000,000 (or its equivalent in other currencies) at any time; and
- (k) not permitted by the preceding paragraphs or as a Permitted Transaction and the outstanding principal amount of which does not exceed €1,000,000 (or its equivalent) in aggregate for the Group at any time.

"Permitted Guarantee" means:

- (a) the endorsement of negotiable instruments in the ordinary course of trade;
- (b) any performance or similar bond guaranteeing performance by a member of the Group under any contract entered into in the ordinary course of trade;
- (c) any guarantee of a Joint Venture to the extent permitted by Clause 26.9 (*Joint ventures*);
- (d) any guarantee of Permitted Financial Indebtedness;
- (e) guarantees (not being guarantees of Financial Indebtedness) guaranteeing performance by a member of the Group under any contract entered into in the ordinary course of the trading including, without limitation, any rental payments of any member of the Group under a lease on arm's length terms and in the ordinary course of business;
- (f) given by an Obligor in respect of obligations of another Obligor;
- (g) any guarantee or indemnity given to any liquidator or similar officer in connection with a liquidation, winding up or dissolution occurring as part of a Permitted Transaction, in a customary form;
- (h) given by a non-Obligor in respect of obligations of another member of the Group;

- (i) any guarantee of any transaction permitted under Clause 26.23 (*Treasury Transactions*);
- (j) any guarantee given in respect of the netting or set-off arrangements permitted pursuant to paragraph (b) of the definition of Permitted Security;
- (k) any indemnity given in the ordinary course of the documentation of an acquisition or disposal transaction which is a Permitted Acquisition or Permitted Disposal which indemnity is in a customary form and subject to customary limitations;
- (l) any joint and several liability arising as a result of (the establishment of) a fiscal unity (*fiscale eenheid*) between the Dutch Obligor;
- (m) any guarantee granted pursuant to a declaration of joint and several liability used for the purpose of Section 2:403 of the Dutch Civil Code (and any residual liability under such declaration pursuant to section 2:404(2) of the Dutch Civil Code); or
- (n) any guarantee not permitted by the preceding paragraphs or as a Permitted Transaction provided that the total aggregate amount permitted under this paragraph (o) may not exceed €1,000,000 (or its equivalent) in aggregate for the Group at any time.

"Permitted Joint Venture" means any investment in any Joint Venture where:

- (a) the Joint Venture is incorporated, or established, and carries on its principal business, in an Approved Country;
- (b) the Joint Venture is engaged in a business substantially the same as that carried on by the Group; and
- (c) the aggregate in respect of all such Joint Ventures ("**Joint Venture Investment**") of:
 - (iv) all amounts subscribed for shares in, lent to, or invested in such Joint Ventures by all members of the Group;
 - (v) the contingent liabilities of all members of the Group under any guarantee given in respect of the liabilities of such Joint Ventures; and
 - (vi) the market value of any assets transferred by all members of the Group to such Joint Ventures,
(including all associated costs and expenses) does not exceed €2,000,000 (or its equivalent) in any Financial Year of the Parent.

"Permitted Loan" means:

- (a) any trade credit extended by any member of the Group to its customers on normal commercial terms and in the ordinary course of its trading activities;
- (b) Financial Indebtedness which is referred to in the definition of, or otherwise constitutes, Permitted Financial Indebtedness (except under paragraph (d) of that definition);
- (c) a loan made to a Joint Venture to the extent permitted under Clause 26.9 (*Joint ventures*);

- (d) a loan made by an Obligor to another Obligor or made by a member of the Group which is not an Obligor to another member of the Group;
- (e) any loan made by an Obligor to a member of the Group which is not an Obligor so long as the aggregate amount of the Financial Indebtedness under all such loans does not exceed €5,000,000 (or its equivalent) for the Group at any time;
- (f) a loan made by a member of the Group to an employee or director of any member of the Group if the amount of that loan when aggregated with the amount of all loans to employees and directors by all members of the Group does not exceed €500,000 (or its equivalent) at any time;
- (g) a loan permitted as a Permitted Distribution;
- (h) any loan not permitted under the preceding paragraphs so long as the aggregate amount of the Financial Indebtedness under all such loans does not exceed €1,000,000 (or its equivalent) for the Group at any time.

"Permitted Payment" means:

- (a) any payment to any member of the McJunkin Group (other than a member of the Group itself) in respect of and/or in reimbursement of costs and expenses for (i) corporate, M&A and/or transaction advice or any other advice in relation to any restructuring or reorganisation of the Group or (ii) the provision to any member of the Group of shared back office or front office services (including, but not limited to services in connection with insurance, IT, marketing, royalties), in each case on bona fide arm's length commercial terms at market value (or on terms that are more favourable to the relevant member of the Group); and
- (b) any payment to McJunkin UK to fund and/or reimburse its administrative costs, director's fees, tax and professional fees and any regulatory costs or in respect of any payment of a management fee and (ii) any payment to any member of the McJunkin Group (other than a member of the Group itself) to fund and/or reimburse costs and expenses incurred in connection with any other services provided to (or incurred in respect of) a member of the Group and not covered by paragraph (a)(ii) above, subject to a maximum aggregate amount in respect of all such payments of €1,000,000 (or its equivalent) in any Financial Year of the Parent

"Permitted Sale and Leaseback" means the sale and lease back of the property located at Rohwedderstrasse 6, D-44369 Dortmund, Germany owned by Transmark DRW GmbH for a maximum aggregate consideration of no more than €2,000,000 (or its equivalent).

"Permitted Security" means:

- (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group;
- (b) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the Group which are not Obligors and (ii) such arrangement does not give rise to other Security over the assets of Obligors in support of liabilities of members of the Group which are not Obligors except, in the case of (i) and (ii) above, to the extent such netting, set-off or Security relates to, or is granted in support of, a loan permitted

- pursuant to paragraph (d) of the definition of "Permitted Loan" or is otherwise permitted under the Cash Pooling Agreement;
- (c) any payment or close out netting or set-off arrangement pursuant to any Treasury Transaction or foreign exchange transaction entered into by a member of the Group which constitutes Permitted Financial Indebtedness excluding any Security or Quasi Security under a credit support arrangement;
 - (d) any Security or Quasi-Security over or affecting any asset acquired by a member of the Group after the first Signing Date if:
 - (i) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by a member of the Group;
 - (ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group; and
 - (iii) the Security or Quasi-Security is removed or discharged within three months of the date of acquisition of such asset;
 - (e) any Security or Quasi-Security over or affecting any asset of any company which becomes a member of the Group after the Signing Date, where the Security or Quasi-Security is created prior to the date on which that company becomes a member of the Group if:
 - (i) the Security or Quasi-Security was not created in contemplation of the acquisition of that company;
 - (ii) the principal amount secured has not increased in contemplation of or since the acquisition of that company; and
 - (iii) the Security or Quasi-Security is removed or discharged within three months of that company becoming a member of the Group;
 - (f) any Security or Quasi-Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group and relating only to the goods supplied;
 - (g) any Security or Quasi-Security (existing as at the date of this Agreement) over assets of any member of the Group so long as the Security or Quasi-Security is irrevocably removed or discharged by no later than the first Utilisation Date;
 - (h) any security or Quasi-Security as a result of customary escrow arrangements using no more than 20% of the disposal proceeds arising as a result of a disposal which is a Permitted Disposal;
 - (i) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph (j) of the definition of Permitted Financial Indebtedness provided such Security or Quasi-Security relates only to the assets the subject of the relevant lease;
 - (j) any Security over goods or documents of title to goods arising in the ordinary course of letter of credit transactions entered into in the ordinary course of trading;

- (k) the Transaction Security and any other Security arising under the Finance Documents;
- (l) payments into court or any Security arising under any court order or injunction in relation to costs arising in connection with any litigation or court proceedings being contested by any member of the Group in good faith (which do not otherwise constitute or give rise to an Event of Default);
- (m) Security by way of set-off or pledge over bank accounts (in favour of the account-holding bank) arising by operation of law in the ordinary course of its banking arrangements or under standard banking terms and conditions;
- (n) any Security arising on rental deposits in connection with the occupation of leasehold premises in the ordinary course of business provided that the aggregate principal amount deposited at any time does not exceed an amount which is customary for such rental deposits provided such Security relates only to the rental deposit;
- (o) any Security or Quasi-Security arising in connection with a Permitted Acquisition over any amount held under an escrow arrangement in respect of a Permitted Acquisition up to a maximum amount of 20% of the purchase price payable in respect of such acquisition;
- (p) any Security or Quasi-Security granted by a member of the Group which is not an Obligor to a financial institution to support local facilities made available directly to it and which are permitted under sub-paragraph (iii) of paragraph (j) of the definition of Permitted Financial Indebtedness;
- (q) all security granted in favour of Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A. in respect of the Rabobank Facility Agreement provided that in each case the same is unconditionally discharged and released to the satisfaction of the Agent (acting reasonably) on or before the first Utilisation Date;
- (r) any Security or Quasi-Security arising over cash cover (which at no time is in an aggregate amount in excess of €350,000 (or its equivalent)) provided by MRC Transmark Pte. Ltd. to DBS Bank Ltd. in respect of facilities provided to MRC Transmark Pte. Ltd. (other than the Singapore DBS Term Loan) provided that it relates only to such cash cover;
- (s) subject to Clause 26.27(b), the Singapore Mortgage; and
- (t) any Security not permitted under the preceding paragraphs securing indebtedness to the outstanding principal amount of which in aggregate for the Group does not at any time exceed €1,000,000 (or its equivalent).

"Permitted Share Issue" means an issue of:

- (a) ordinary shares by the Parent, paid for in full in cash upon issue and which by their terms are not redeemable and where (i) such shares are of the same class and on the same terms as those issued by the Parent before the Signing Date and (ii) such issue does not lead to a Change of Control of the Parent;
- (b) shares by a member of the Group which is a Subsidiary to its immediate Holding Company where (if the existing shares of the Subsidiary are the subject of the Transaction Security) the newly-issued shares also become subject to the Transaction Security on the same terms,

and in respect of both paragraphs (a) and (b) above, which do not constitute or form part of a Listing; or

(c) any other issue of shares to which the Majority Lenders have given their consent.

"Permitted Transaction" means:

- (a) any disposal required, Financial Indebtedness incurred, guarantee, indemnity or Security or Quasi-Security given, or other transaction arising, under the Finance Documents;
- (b) the solvent liquidation or reorganisation (including de-registration) of any member of the Group which is not an Obligor so long as any payments or assets distributed (following settlement of all liabilities to creditors) as a result of such liquidation or reorganisation are distributed to other members of the Group (provided that if the member of the Group which is the subject of the liquidation or reorganisation (including de-registration) is not wholly owned not greater than a pro rata proportion of such payments or assets may be distributed to it minority shareholders);
- (c) transactions (other than (i) any sale, lease, license, transfer or other disposal and (ii) the granting or creation of Security or the incurring or permitting to subsist of Financial Indebtedness) conducted in the ordinary course of trading on arm's length terms;
- (d) any payments or other transactions required, permitted and/or contemplated by any Cash Pooling Agreement; or
- (e) a liquidation or re-organisation on a solvent basis of the Parent where:
 - (i) no Default has occurred and is continuing or would result from such liquidation or re-organisation;
 - (ii) the Agent, is given 30 days prior notice of such liquidation or re-organisation and acting reasonably, is satisfied prior to the date of such liquidation or reorganisation that the Finance Parties will enjoy at least the same or equivalent Transaction Security over the same assets of that new member of the Group and the shares in it and the same or equivalent guarantee in an amount not less than that guaranteed by the Parent, in each case as enjoyed by them prior to such liquidation or re-organisation;
 - (iii) all of its business and assets are retained by a new wholly owned Subsidiary of McJunkin UK which is incorporated in England and which has become, or at the same time as such liquidation or re-organisation becomes, an Additional Guarantor and the "Parent" under this Agreement and the Security Trust Agreement and the Agent has received any other documents in a form acceptable to it (acting reasonably) as is required in connection with such Additional Guarantor becoming the "Parent" and to satisfy the Agent under paragraph (ii) above; and
 - (iv) to the extent required under paragraph (f) of Clause 24.3 (*Requirements as to financial statements*) the Agent has received 30 days prior to the date of such liquidation or reorganisation a Reconciliation Statement as required under such Clause 24.3(f) and is satisfied (acting reasonably) with its content;
- (f) the merger of MRC Transmark France SAS and MRC Transmark France EURL where MRC Transmark France SAS is the surviving entity and:
 - (i) no Default has occurred and is continuing or would result from such merger;

- (ii) the merger is completed in accordance with all applicable laws and regulations and the Agent is provided with, promptly following such merger, evidence of the completion of the merger including without limitation a K-bis extract from the "Registre du Commerce et des Sociétés" of Rouen showing that MRC Transmark France EURL has been deleted from such register; and
- (iii) all financial instruments held by the Parent in MRC Transmark France SAS immediately following the merger of MRC Transmark France EURL into MRC Transmark France SAS are immediately credited on the financial instruments account pledged under the Share Pledge Agreement given by the Parent to the Agent under Part I of Schedule 2 (*Conditions Precedent*) and the Agent and the Security Agent are provided at that time with (i) a confirmation of pledge (*attestation de nantissement de compte de titres financiers*) issued by MRC Transmark France SAS and (ii) copies of MRC Transmark France SAS' shareholder register (*registre de mouvements de titres*) and shareholder's individual accounts (*comptes individuels d'actionnaires*), evidencing the transfer of such financial instruments held by the Parent on the financial instruments account pledged under the Share Pledge Agreement.

"**Qualifying Lender**" has the meaning given to that term in Clause 17 (*Tax gross-up and indemnities*).

"**Quarter Date**" means the last day of a Financial Quarter.

"**Quarterly Financial Statements**" has the meaning given to that term in Clause 24 (*Information Undertakings*).

"**Quasi-Security**" has the meaning given to that term in Clause 26.12 (*Negative pledge*).

"**Quotation Day**" means, in relation to any period for which an interest rate is to be determined:

- (a) (if the currency is sterling) the first day of that period;
- (b) (if the currency is euro) two TARGET Days before the first day of that period; or
- (c) (for any other currency) two Business Days before the first day of that period,

unless market practice differs in the Relevant Interbank Market for a currency, in which case the Quotation Day for that currency will be determined by the Agent in accordance with market practice in the Relevant Interbank Market (and if quotations would normally be given by leading banks in the Relevant Interbank Market on more than one day, the Quotation Day will be the last of those days).

"**Rabobank Facility Agreement**" means the term and revolving credit facilities agreement dated 6 July 2005 between, among others, MRC Transmark Group B.V. and Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., as amended from time to time.

"**Receiver**" means a receiver or receiver and manager or administrative receiver (or its equivalent in any jurisdiction) of the whole or any part of the Charged Property.

"**Reduction Date**" has the meaning given to that term in Clause 9.2 (Reduction of Revolving Facility).

"**Reduction Installment**" has the meaning given to that term in Clause 9.2 (Reduction of Revolving Facility).

"Related Fund" in relation to a fund (the **"first fund"**), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

"Relevant Interbank Market" means in relation to euro, the European interbank market and, in relation to any other currency, the London interbank market.

"Relevant Jurisdiction" means, in relation to an Obligor:

- (a) its jurisdiction of incorporation;
- (b) any jurisdiction where any asset subject to or intended to be subject to the Transaction Security to be created by it is situated;
- (c) any jurisdiction where it conducts its business; and
- (d) the jurisdiction whose laws govern the perfection of any of the Transaction Security Documents entered into by it.

"Relevant Period" has the meaning given to that term in Clause 25.1 (*Financial definitions*).

"Renewal Request" means a written notice delivered to the Agent in accordance with Clause 6.6 (*Renewal of a Letter of Credit*).

"Repayment Date" means the last day of an Interest Period for a Revolving Facility Loan.

"Repeating Representations" means each of the representations set out in Clause 23.2 (*Status*) to Clause 23.7 (*Governing law and enforcement*), Clause 23.11 (*No default*), paragraph (e) and (f) of Clause 23.13 (*Original Financial Statements*), Clause 23.19 (*Ranking*) to Clause 23.21 (*Shares*) and Clause 23.25 (*Centre of main interests and establishments*).

"Representative" means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

"Resignation Letter" means a letter substantially in the form set out in Schedule 8 (*Form of Resignation Letter*).

"Revolving Facility" means the revolving credit facility made available under this Agreement as described in paragraph (a) of Clause 2.1 (*The Facility*).

"Revolving Facility Commitment" means:

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Revolving Facility Commitment" in Part III of Schedule 1 (*The Original Parties*) and the amount of any other Revolving Facility Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Increase*); and
- (b) in relation to any other Lender, the amount in the Base Currency of any Revolving Facility Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Increase*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

"Revolving Facility Loan" means a loan made or to be made under the Revolving Facility or the principal amount outstanding for the time being of that loan.

"Revolving Facility Utilisation" means a Revolving Facility Loan or a Letter of Credit.

"Rollover Loan" means one or more Revolving Facility Loans:

- (a) made or to be made on the same day that:
 - (i) a maturing Revolving Facility Loan is due to be repaid; or
 - (ii) a demand by the Agent pursuant to a drawing in respect of a Letter of Credit is due to be met;
- (b) the aggregate amount of which is equal to or less than the amount of the maturing Revolving Facility Loan or the relevant claim in respect of that Letter of Credit;
- (c) in the same currency as the maturing Revolving Facility Loan (unless it arose as a result of the operation of Clause 8.2 (*Unavailability of a currency*)) or the relevant claim in respect of that Letter of Credit; and
- (d) made or to be made to the same Borrower for the purpose of:
 - (i) refinancing that maturing Revolving Facility Loan; or
 - (ii) satisfying the relevant claim in respect of that Letter of Credit.

"Screen Rate" means:

- (a) in relation to LIBOR, the British Bankers' Association Interest Settlement Rate for the relevant currency and period; and
- (b) in relation to EURIBOR, the percentage rate per annum determined by the Banking Federation of the European Union for the relevant period,

displayed on the appropriate page of the Reuters screen. If the agreed page is replaced or service ceases to be available, the Agent may specify another page or service displaying the appropriate rate after consultation with the Company and the Lenders.

"Secured Parties" has the meaning given to it in the Security Trust Agreement.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Trust Agreement" means the security trust agreement dated on or about the first Utilisation Date and made between, among others, the Original Obligors and HSBC Bank plc in various capacities.

"Separate Loan" has the meaning given to that term in Clause 9.1 (*Repayment of Revolving Facility Loans*).

"Signing Date" means the date of this Agreement.

"Singapore Dollars" means the lawful currency for the time being of Singapore.

"Singapore DBS Term Loan" means the term loan facility of up to SGD1,897,000 extended by DBS Bank Ltd. to MRC Transmark Pte. Ltd. pursuant to, among other things, the facility

letter dated 11 June 2009 from DBS Bank Ltd. to Transmark FCX Pte. Ltd. (now known as MRC Transmark Pte. Ltd.).

“**Singapore Mortgage**” means the mortgage granted by MRC Transmark Pte. Ltd. in favour of DBS Bank Ltd. (formerly known as the Development Bank of Singapore Limited) over the Singapore Property.

“**Singapore Obligor**” means an Obligor incorporated in Singapore.

“**Singapore Property**” means Lot 363 of Mukim 14 comprising premises known as 82 Mandai Estate, Singapore 729920 owned by MRC Transmark Pte. Ltd..

“**Specified Time**” means a time determined in accordance with Schedule 10 (*Timetables*).

“**Sterling**” means the lawful currency for the time being of the United Kingdom.

“**Subsidiary**” means a subsidiary within the meaning of section 1159 of the Companies Act 2006.

“**TARGET2**” means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007.

“**TARGET Day**” means any day on which TARGET2 is open for the settlement of payments in euro.

“**Tax**” means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

“**Term**” means each period determined under this Agreement for which the Issuing Bank is under a liability under a Letter of Credit.

“**Termination Date**” means the date falling three years from the Signing Date.

“**Total Commitments**” means the Total Revolving Facility Commitments.

“**Total Revolving Facility Commitments**” means the aggregate of the Revolving Facility Commitments, being €60,000,000 at the date of this Agreement.

“**Trade Instruments**” means any performance bonds, advance payment bonds or documentary letters of credit issued in respect of the obligations of any member of the Group arising in the ordinary course of trading of that member of the Group.

“**Transaction Security**” means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents.

“**Transaction Security Documents**” means each of the documents listed in Part III of Schedule 2 (*Conditions Precedent*) and any document required to be delivered to the Agent under paragraph 17 of Part II of Schedule 2 (*Conditions Precedent*) together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents or by its Holding Company creating or expressed to create any Security over all or any of the shares in an Obligor.

“**Transfer Certificate**” means a certificate substantially in the form set out in Schedule 5 (*Form of Transfer Certificate*) or any other form agreed between the Agent and the Parent.

"**Transfer Date**" means, in relation to an assignment or a transfer, the later of:

- (a) the proposed Transfer Date specified in the relevant Assignment Agreement or Transfer Certificate; and
- (b) the date on which the Agent executes the relevant Assignment Agreement or Transfer Certificate.

"**Treasury Transactions**" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

"**Unpaid Sum**" means any sum due and payable but unpaid by an Obligor under the Finance Documents.

"**US Dollars**" means the lawful currency for the time being of the United States of America.

"**Utilisation**" means a Loan or a Letter of Credit.

"**Utilisation Date**" means the date of a Utilisation, being the date on which the relevant Loan is to be made or the relevant Letter of Credit is to be issued.

"**Utilisation Request**" means:

- (a) in respect of a Loan a notice substantially in the relevant form set out in Schedule 3 (*Utilisation Request Loans*); and
- (b) in respect of a Letter of Credit, the relevant standard form required by the Issuing Bank in relation to the issue of guarantees, letters of credit and/or bonds or (if not appropriate) such other form as the Issuing Bank may reasonably require.

"**VAT**" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature imposed in any jurisdiction.

"**Whitewash Completion Date**" means the date which is 14 clear days after all Whitewash Documents are lodged with the Australian Securities and Investments Commission.

"**Whitewash Documents**" means the documents, in a form approved by the Agent, required to be lodged with the Australian Securities and Investments Commission under section 260B of the Corporations Act for the purposes of approving the financial assistance being given by MRC Transmark Pty Ltd under the Finance Documents to which it is proposed to be a party in accordance with section 260A(1)(b) of the Corporations Act.

1.2

Construction

(a) Unless a contrary indication appears, a reference in this Agreement to:

- (i) the "**Agent**", the "**Arranger**", any "**Finance Party**", any "**Hedge Counterparty**" any "**Issuing Bank**", any "**Lender**", any "**MOF Lender**", any "**Obligor**", any "**Party**", any "**Secured Party**", the "**Security Agent**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
- (ii) a document in "**agreed form**" is a document which is previously agreed in writing by or on behalf of the Parent and the Agent or, if not so agreed, is in the form specified by the Agent;

- (iii) "**assets**" includes present and future properties, revenues and rights of every description;
 - (iv) a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
 - (v) "**guarantee**" means (other than in Clause 22 (*Guarantee and Indemnity*)) any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
 - (vi) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (vii) a Lender's "**participation**" in relation to a letter of credit, shall be construed as a reference to the relevant amount that is or may be payable by a Lender in relation to that Letter of Credit;
 - (viii) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
 - (ix) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but if not having the force of law being one with which it is the practice of the relevant person to comply) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
 - (x) a "**security interest**" includes, in the case of a New Zealand Obligor, a "security interest" as that term is defined in section 17(1)(a) of the Personal Property Securities Act 1999 (NZ);
 - (xi) a provision of law is a reference to that provision as amended or re-enacted; and
 - (xii) a time of day is a reference to London time.
- (b) Section, Clause and Schedule headings are for ease of reference only.
- (c) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.
- (d) A Borrower providing "**cash cover**" for a Letter of Credit means a Borrower paying an amount in the currency of the Letter of Credit to an interest-bearing account in the name of the Borrower and the following conditions being met:
- (i) the account is with the Security Agent or with the Issuing Bank for which that cash cover is to be provided;

- (ii) subject to paragraph (b) of Clause 7.5 (*Cash Cover by Borrower*), until no amount is or may be outstanding under that Letter of Credit withdrawals from the account may only be made to pay a Finance Party amounts due and payable to it under this Agreement in respect of that Letter of Credit; and
 - (iii) the Borrower has executed a security document over that account, in form and substance satisfactory to the Security Agent or the Issuing Bank with which that account is held, creating a first ranking security interest over that account.
- (e) An Event of Default arising under Clause 27.1 (*Non-Payment*), Clause 27.2 (*Financial covenants and other obligations*) as a result of a breach of clause 25 (*Financial covenants*), Clause 27.6 (*Insolvency*) and/or 27.7 (*Insolvency proceedings*) is "**continuing**" if it has not been waived and any Default or any other Event of Default is "**continuing**" if it has not been remedied or waived.
- (f) A Borrower "**repaying**" or "**prepaying**" a Letter of Credit means:
- (i) that Borrower providing cash cover for that Letter of Credit;
 - (ii) the maximum amount payable under the Letter of Credit being reduced or cancelled in accordance with its terms; or
 - (iii) the Issuing Bank being satisfied that it has no further liability under that Letter of Credit,
- and the amount by which a Letter of Credit is repaid or prepaid under paragraphs (f)(i) and (f)(ii) above is the amount of the relevant cash cover or reduction.
- (g) A Lender funding its participation in a Utilisation includes a Lender participating in a Letter of Credit.
- (h) An outstanding amount of a Letter of Credit at any time is the maximum amount that is or may be payable by the relevant Borrower in respect of that Letter of Credit at that time.

1.3

Belgian terms

Insofar as it applies to a Belgian Obligor or any other member of the Group incorporated in Belgium, a reference in this Agreement to:

- (a) a "**liquidator**", "**compulsory manager**", "**receiver**", "**administrative receiver**", "**administrator**" or similar officer includes any curator/curateur, vereffenaar/liquidateur, gedelegeerd rechter/juge délégué, gerechtsmandataris/ mandataire de justice, voorlopig bewindvoerder/administrateur provisoire, gerechtelijk bewindvoerder/administrateur judiciaire, mandataris ad hoc/mandataire ad hoc and sekwester/séquestre;
- (b) "**Security**" includes a mortgage (hypotheek/hypothèque), a pledge (pand/gage), a transfer by way of security (overdracht ten titel van zekerheid/transfert à titre de garantie), any other proprietary security interest (zakelijke zekerheid/sûreté réelle), a mandate to grant a mortgage, a pledge or any other real surety, a privilege (voorrecht/privilege) and a retention of title (eigendomsvoorbehoud/réserve de propriété);
- (c) a person being "**unable to pay its debts**" is that person being in a state of cessation of payments (staking van betaling/cessation de paiements);

- (d) **"commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness"** includes any negotiations conducted with a view to reaching a settlement agreement (minnelijk akkoord/accord amiable) with two or more of its creditors pursuant to the Belgian Act of 31 January 2009 on the continuity of enterprises;
- (e) a **"composition"** includes any gerechtelijke reorganisatie/réorganisation judiciaire;
- (f) **"winding-up", "administration" or "dissolution"** includes any vereffening/liquidation, ontbinding/dissolution and faillissement/faillite; and
- (g) **"attachment", "sequestration", "distress", "execution"** or analogous procedures includes any uitvoerend beslag/saisie-exécution and bewarend beslag/saisie conservatoire.

1.4

Dutch Terms

In this Agreement, where it relates to a Dutch entity, a reference to:

- (a) a necessary action to authorise where applicable, includes without limitation:
 - (i) any action required to comply with the Works Councils Act of the Netherlands (*Wet op de ondernemingsraden*); and
 - (ii) obtaining an unconditional positive advice (*advies*) from the competent works council(s);
- (b) a security interest includes any mortgage (*hypotheek*), pledge (*pandrecht*), retention of title arrangement (*eigendomsvoorbehoud*), privilege (*voorrecht*), right of retention (*recht van retentie*), right to reclaim goods (*recht van reclame*), and, in general, any right in rem (*beperkt recht*), created for the purpose of granting security (*goederenrechtelijk zekerheidsrecht*);
- (c)
 - (i) a winding-up, administration or dissolution includes a Dutch entity being declared bankrupt (*failliet verklaard*) or dissolved (*ontbonden*);
 - (ii) a moratorium includes *surseance van betaling* and a moratorium is declared or occurs includes *surseance verleend*;
 - (iii) a suspension of payments includes a "including emergency regulations (*noodregeling*) under the Dutch Financial Supervision Act (*Wet op het financieel toezicht*);
 - (iv) any step or procedure taken in connection with insolvency proceedings includes a Dutch entity having filed a notice under article 36 of the Tax Collection Act of the Netherlands (*Invorderingswet 1990*) or article 60 of the Social Insurance Financing Act of the Netherlands (*Wet Financiering Sociale Verzekeringen*) in conjunction with article 36 of the Tax Collection Act of the Netherlands (*Invorderingswet 1990*);
 - (v) a trustee in bankruptcy includes a *curator*;
 - (vi) an administrator includes a *bewindvoerder*; and
 - (vii) an attachment includes a *beslag*."

1.5 **PPS Law — Australia**

if:

- (a) a PPS Law applies, or will apply at a future date, to any of the Finance Documents or any of the transactions contemplated by them, or the Agent determines (based on legal advice) that a PPS Law applies or will apply at a future date in this manner; and
- (b) in the opinion of the Agent (based on legal advice), the PPS Law:
 - (i) adversely affects or would adversely affect a Finance Party's security position or the rights or obligations of the Finance Party under or in connection with the Finance Documents; or
 - (ii) enables or would enable a Finance Party's security position to be improved without adversely affecting any Obligor's business in a material respect,

the Agent may give notice to each Obligor requiring each Obligor to do anything (including amending any Finance Document or executing any new Finance Document) that in the Agent's opinion is necessary to ensure that, to the maximum possible extent, each Finance Party's security position, and rights and obligations, are not adversely affected as contemplated by clause 1.5(b)(i) (or that any such adverse effect is overcome), or that a Finance Party's security position is improved as contemplated in clause 1.5(b)(ii). Each Obligor must comply with the requirements of that notice within the time stipulated in the notice.

(c) In this clause 1.5, "**PPS Law**" means:

- (i) the Personal Property Securities Act 2009 (Cth) (the "**PPS Act**"); and
- (ii) any amendment made at any time to any other law or regulation as a consequence of the PPS Act.

1.6 **Singapore Terms**

Insofar as it applies to any Material Company incorporated in Singapore, a reference in Clause 27.7(a) of this Agreement to such "analogous procedure or step" shall include (i) any application made or petition presented for an order to place such Material Company under judicial management of a judicial manager pursuant to the Singapore Companies Act (Cap. 50) or under any other law, and (ii) such Material Company becoming insolvent or becoming unable or deemed unable to pay its debts within the meaning of Section 254(2) of the Singapore Companies Act (Cap. 50) or under any other law.

1.7 **Effective date — Australian Obligor**

- (a) Notwithstanding any other provision of this Agreement (other than clause 1.7(b)), neither this Agreement nor any Accession Deed has any force or effect against or in respect of MRC Transmark Pty Ltd ACN 080 156 378 prior to the Whitewash Completion Date to the extent that performance of the obligations under this Agreement or any such Accession Deed by MRC Transmark Pty Ltd ACN 080 156 378 would breach section 260A of the Corporations Act.
- (b) On and from the Whitewash Completion Date, this Agreement and any Accession Deed is automatically in full force and effect against and in respect of MRC Transmark Pty Ltd ACN 080 156 378 without the need for any further action or notice by any person.

- 1.8 **Third party rights**
- (a) Unless expressly provided to the contrary in a Finance Document a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or enjoy the benefit of any term of this Agreement.
 - (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.
2. **THE FACILITY**
- 2.1 **The Facility**
- (a) Subject to the terms of this Agreement, the Lenders make available a multicurrency revolving credit facility in an aggregate amount the Base Currency Amount of which is equal to the Total Revolving Facility Commitments.
 - (b) The Facility will be available to all the Borrowers.
- 2.2 **Increase**
- (a) The Parent may by giving prior notice to the Agent by no later than the date falling three Business Days after the effective date of a cancellation of:
 - (i) the Available Commitments of a Defaulting Lender in accordance with Clause 10.6 (*Right of cancellation in relation to a Defaulting Lender*); or
 - (ii) the Commitments of a Lender in accordance with Clause 10.1 (*Illegality*),request that the Total Commitments be increased (and the Total Commitments under that Facility shall be so increased) in an aggregate amount in the Base Currency of up to the amount of the Available Commitments or Commitments so cancelled as follows:
 - (iii) the increased Commitments will be assumed by one or more Lenders or other banks, financial institutions, trusts, funds or other entities (each an "**Increase Lender**") selected by the Parent and each of which confirms its willingness to assume and does assume all the obligations of a Lender corresponding to that part of the increased Commitments which it is to assume, as if it had been an Original Lender;
 - (iv) each of the Obligors and any Increase Lender shall assume obligations towards one another and/or acquire rights against one another as the Obligors and the Increase Lender would have assumed and/or acquired had the Increase Lender been an Original Lender;
 - (v) each Increase Lender shall become a Party as a "Lender" and any Increase Lender and each of the other Finance Parties shall assume obligations towards one another and acquire rights against one another as that Increase Lender and those Finance Parties would have assumed and/or acquired had the Increase Lender been an Original Lender;
 - (vi) the Commitments of the other Lenders shall continue in full force and effect; and
 - (vii) any increase in the Total Commitments shall take effect on the date specified by the Parent in the notice referred to above or any later date on which the conditions set out in paragraph (b) below are satisfied.

- (b) An increase in the Total Commitments will only be effective on:
 - (i) the execution by the Agent of an Increase Confirmation from the relevant Increase Lender;
 - (ii) in relation to an Increase Lender which is not a Lender immediately prior to the relevant increase:
 - (A) the Increase Lender entering into the documentation required for it to accede as a party to the Security Trust Agreement; and
 - (B) the performance by the Agent of all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the assumption of the increased Commitments by that Increase Lender, the completion of which the Agent shall promptly notify to the Parent, the Increase Lender and the Issuing Bank; and
 - (iii) in the case of an increase in the Total Revolving Facility Commitments, the Issuing Bank consenting to that increase.
- (c) Each Increase Lender, by executing the Increase Confirmation, confirms (for the avoidance of doubt) that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the increase becomes effective.
- (d) Unless the Agent otherwise agrees or the increased Commitment is assumed by an existing Lender, the Parent shall, on the date upon which the increase takes effect, promptly on demand pay the Agent and the Security Agent the amount of all costs and expenses (including legal fees) reasonably incurred by either of them and, in the case of the Security Agent, by any Receiver or Delegate in connection with any increase in Commitments under this Clause 2.2.
- (e) The Parent may pay to the Increase Lender a fee in the amount and at the times agreed between the Parent and the Increase Lender in a Fee Letter.
- (f) Clause 28.5 (*Limitation of responsibility of Existing Lenders*) shall apply *mutatis mutandis* in this Clause 2.2 in relation to an Increase Lender as if references in that Clause to:
 - (i) an "**Existing Lender**" were references to all the Lenders immediately prior to the relevant increase;
 - (ii) the "**New Lender**" were references to that "**Increase Lender**"; and
 - (iii) a "**re-transfer**" and "**re-assignment**" were references to respectively a "**transfer**" and "**assignment**".

2.3 **Finance Parties' rights and obligations**

- (a) The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.

- (b) The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from an Obligor shall be a separate and independent debt.
- (c) A Finance Party may, except as otherwise stated in the Finance Documents, separately enforce its rights under the Finance Documents.

2.4

Obligors' Agent

- (a) Each Obligor (other than the Company) by its execution of this Agreement or an Accession Deed irrevocably appoints the Company to act on its behalf as its agent in relation to the Finance Documents and irrevocably authorises:
 - (i) the Company on its behalf to supply all information concerning itself contemplated by this Agreement to the Finance Parties and to give all notices and instructions (including, in the case of a Borrower, Utilisation Requests), to execute on its behalf any Accession Deed, to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by any Obligor notwithstanding that they may affect the Obligor, without further reference to or the consent of that Obligor; and
 - (ii) each Finance Party to give any notice, demand or other communication to that Obligor pursuant to the Finance Documents to the Company,and in each case the Obligor shall be bound as though the Obligor itself had given the notices and instructions (including, without limitation, any Utilisation Requests) or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication.
- (b) Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Obligors' Agent or given to the Obligors' Agent under any Finance Document on behalf of another Obligor or in connection with any Finance Document (whether or not known to any other Obligor and whether occurring before or after such other Obligor became an Obligor under any Finance Document) shall be binding for all purposes on that Obligor as if that Obligor had expressly made, given or concurred with it. In the event of any conflict between any notices or other communications of the Obligors' Agent and any other Obligor, those of the Obligors' Agent shall prevail.

3.

PURPOSE

3.1

Purpose

Each Borrower shall apply all amounts borrowed by it under the Revolving Facility towards:

- (a) refinancing any amounts payable under the Rabobank Facility Agreement in full; and
- (b) otherwise each Borrower shall apply all amounts borrowed by it under the Revolving Facility, any Letter of Credit (funded out of the Revolving Facility) towards the general corporate and working capital purposes of the Group (including any Permitted Acquisition).

3.2

Monitoring

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4. **CONDITIONS OF UTILISATION**

4.1 **Initial conditions precedent**

The Lenders will only be obliged to comply with Clause 5.4 (*Lenders' participation*) in relation to any Utilisation if on or before the Utilisation Date for that Utilisation, the Agent has received all of the documents and other evidence listed in Part I of Schedule 2 (*Conditions precedent*) in form and substance satisfactory to the Agent. The Agent shall notify the Parent and the Lenders promptly upon being so satisfied. If the Agent has not received (or waived the right to receive) such documents and evidence by the date being 90 days from the date of this Agreement, the Facility shall be automatically cancelled in full.

4.2 **Further conditions precedent**

Subject to Clause 4.1 (*Initial Conditions Precedent*), the Lenders will only be obliged to comply with Clause 5.4 (*Lenders' participation*), if on the date of the Utilisation Request and on the proposed Utilisation Date:

- (a) in the case of a Rollover Loan, no Event of Default is continuing or would result from the proposed Loan, and in the case of any other Utilisation, no Default is continuing or would result from the proposed Utilisation; and
- (b) in relation to the first Utilisation Date, all the representations and warranties in Clause 23 (*Representations*) or, in relation to any other Utilisation, the Repeating Representations to be made by each Obligor are true in all material respects.

4.3 **Conditions relating to Optional Currencies**

- (a) A currency will constitute an Optional Currency in relation to a Revolving Facility Utilisation if:
 - (i) it is a Pre-Approved Currency; or
 - (ii) it is readily available in the amount required and freely convertible into the Base Currency in the Relevant Interbank Market on the Quotation Day and the Utilisation Date for that Utilisation and has been approved by the Agent (acting on the instructions of all the Lenders) on or prior to receipt by the Agent of the relevant Utilisation Request for that Utilisation.
- (b) If the Agent has received a written request from the Company for a currency to be approved under paragraph (a)(ii) above, the Agent will confirm to the Company by the Specified Time:
 - (i) whether or not the Lenders have granted their approval; and
 - (ii) if approval has been granted, the minimum amount for any subsequent Utilisation of a Revolving Facility Loan in that currency.

4.4 **Maximum number of Utilisations**

- (a) A Borrower (or the Company) may not deliver a Utilisation Request if as a result of the proposed Utilisation 20 or more Revolving Facility Loans would be outstanding.
- (b) Any Loan made by a single Lender under Clause 8.2 (*Unavailability of a currency*) shall not be taken into account in this Clause 4.4.
- (c) Any Separate Loan shall not be taken into account in this Clause 4.4.

5. **UTILISATION — LOANS**

5.1 **Delivery of a Utilisation Request**

A Borrower (or the Company on its behalf) may utilise a Facility by delivery to the Agent of a duly completed Utilisation Request not later than the Specified Time.

5.2 **Completion of a Utilisation Request for Loans**

- (a) Each Utilisation Request for a Loan is irrevocable and will not be regarded as having been duly completed unless:
- (i) it identifies the Facility to be utilised;
 - (ii) the proposed Utilisation Date is a Business Day within the Availability Period applicable to that Facility;
 - (iii) the currency and amount of the Utilisation comply with Clause 5.3 (*Currency and amount*); and
 - (iv) the proposed Interest Period complies with Clause 14 (*Interest Periods*).
- (b) Only one Utilisation may be requested in each Utilisation Request.

5.3 **Currency and amount**

- (a) The currency specified in a Utilisation Request must be the Base Currency or an Optional Currency.
- (b) The amount of the proposed Utilisation must be:
- (i) if the currency selected is the Base Currency, a minimum of €250,000 or, if less, the Available Facility; or
 - (ii) if the currency selected is a Pre-Approved Currency, a minimum of USD300,000, AUD350,000, GBP200,000, NZD450,000, SGD400,000 or, if less, the Available Facility; or
 - (iii) if the currency selected is an Optional Currency, the minimum amount specified by the Agent pursuant to paragraph (b)(ii) of Clause 4.3 (*Conditions relating to Optional Currencies*) or, if less, the Available Facility.

5.4 **Lenders' participation**

- (a) If the conditions set out in this Agreement have been met, and subject to Clause 9.1 (*Repayment of Revolving Facility Loans*), each Lender shall make its participation in each Loan available by the Utilisation Date through its Facility Office.
- (b) The amount of each Lender's participation in each Loan will be equal to the proportion borne by its Available Commitment to the Available Facility immediately prior to making the Loan.
- (c) The Agent shall determine the Base Currency Amount of each Revolving Facility Loan which is to be made in an Optional Currency and notify each Lender of the amount, currency and the Base Currency Amount of each Loan, the amount of its participation in that Loan and, if different, the amount of that participation to be made available in cash by the Specified Time.

5.5 **Limitations on Utilisations**

The maximum aggregate Base Currency Amount of all Letters of Credit shall not exceed €20,000,000.

5.6 **Cancellation of Commitment**

The Revolving Facility Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period for the Revolving Facility.

6. **UTILISATION — LETTERS OF CREDIT**

6.1 **The Revolving Facility**

(a) The Revolving Facility may be utilised by way of Letters of Credit.

(b) Other than Clause 5.5 (*Limitations on Utilisations*), Clause 5 (*Utilisation — Loans*) does not apply to utilisations by way of Letters of Credit.

6.2 **Delivery of a Utilisation Request for Letters of Credit**

A Borrower (or the Company on its behalf) may request a Letter of Credit to be issued by delivery to the Agent of a duly completed Utilisation Request not later than the Specified Time.

6.3 **Completion of a Utilisation Request for Letters of Credit**

Each Utilisation Request for a Letter of Credit is irrevocable and will not be regarded as having been duly completed unless:

(a) it identifies the Borrower of the Letter of Credit;

(b) the proposed Utilisation Date is a Business Day within the Availability Period applicable to the Revolving Facility;

(c) the currency and amount of the Letter of Credit comply with Clause 6.4 (*Currency and amount*);

(d) if the Letter of Credit is not in the Issuing Bank's standard form, the form of Letter of Credit is attached;

(e) the Expiry Date of the Letter of Credit is no more than 3 years from the date of issue; and

(f) the identity of the beneficiary is approved by all the Lenders (acting reasonably).

6.4 **Currency and amount**

(a) The currency specified in a Utilisation Request must be the Base Currency or an Optional Currency.

(b) Subject Clause 5.5 (*Limitations on Utilisations*), the amount of the proposed Letter of Credit must be an amount whose Base Currency Amount is not more than the Available Facility.

6.5 **Issue of Letters of Credit**

- (a) If the conditions set out in this Agreement have been met, the Issuing Bank shall issue the Letter of Credit on the Utilisation Date.
- (b) Subject to Clause 4.1 (*Initial Conditions Precedent*), the Issuing Bank will only be obliged to comply with paragraph (a) above, if on the date of the Utilisation Request or Renewal Request and on the proposed Utilisation Date:
- (i) in the case of a Letter of Credit to be renewed in accordance with Clause 6.6 (*Renewal of a Letter of Credit*) no Event of Default is continuing or would result from the proposed Utilisation and, in the case of any other Utilisation, no Default is continuing or would result from the proposed Utilisation; and
 - (ii) in relation to any Utilisation on the first Utilisation Date, all the representations and warranties in Clause 23 (*Representations*) or, in relation to any other Utilisation, the Repeating Representations to be made by each Obligor are true in all material respects.
- (c) The amount of each Lender's participation in each Letter of Credit will be equal to the proportion borne by its Available Commitment to the Available Facility (in each case in relation to the Revolving Facility) immediately prior to the issue of the Letter of Credit.
- (d) The Agent shall determine the Base Currency Amount of each Letter of Credit which is to be issued in an Optional Currency and shall notify the Issuing Bank and each Lender of the details of the requested Letter of Credit and its participation in that Letter of Credit by the Specified Time.

6.6 **Renewal of a Letter of Credit**

- (a) A Borrower (or the Company on its behalf) may request that any Letter of Credit issued on behalf of that Borrower be renewed by delivery to the Agent of a Renewal Request in substantially similar form to a Utilisation Request for a Letter of Credit by the Specified Time.
- (b) The Finance Parties shall treat any Renewal Request in the same way as a Utilisation Request for a Letter of Credit except that the conditions set out in paragraph (d) of Clause 6.3 (*Completion of a Utilisation Request for Letters of Credit*) shall not apply.
- (c) The terms of each renewed Letter of Credit shall be the same as those of the relevant Letter of Credit immediately prior to its renewal, except that:
- (i) its amount may be less than the amount of the Letter of Credit immediately prior to its renewal; and
 - (ii) its Term shall start on the date which was the Expiry Date of the Letter of Credit immediately prior to its renewal, and shall end on the proposed Expiry Date specified in the Renewal Request.
- (d) If the conditions set out in this Agreement have been met, the Issuing Bank shall amend and re-issue any Letter of Credit pursuant to a Renewal Request.

6.7 **Reduction of a Letter of Credit**

- (a) If, on the proposed Utilisation Date of a Letter of Credit, any of the Lenders under the Revolving Facility is a Non-Acceptable L/C Lender and:
- (i) that Lender has failed to provide cash collateral to the Issuing Bank in accordance with Clause 7.4 (*Cash collateral by Non-Acceptable L/C Lender*); and
 - (ii) either:
 - (A) the Issuing Bank has not required the relevant Borrower to provide cash cover pursuant to Clause 7.5 (*Cash cover by Borrower*); or
 - (B) the relevant Borrower has failed to provide cash cover to the Issuing Bank in accordance with Clause 7.5 (*Cash cover by Borrower*),

the Issuing Bank may reduce the amount of that Letter of Credit by an amount equal to the amount of the participation of that Non-Acceptable L/C Lender in respect of that Letter of Credit and that Non-Acceptable L/C Lender shall be deemed not to have any participation (or obligation to indemnify the Issuing Bank) in respect of that Letter of Credit for the purposes of the Finance Documents.

- (b) The Issuing Bank shall notify the Agent of each reduction made pursuant to this Clause 6.7.
- (c) This Clause 6.7 shall not affect the participation of each other Lender in that Letter of Credit.

6.8 **Revaluation of Letters of Credit**

- (a) If any Letters of Credit are denominated in an Optional Currency, the Agent shall at six monthly intervals after the date of the Letter of Credit recalculate the Base Currency Amount of each Letter of Credit by notionally converting into the Base Currency the outstanding amount of that Letter of Credit on the basis of the Agent's Spot Rate of Exchange on the date of calculation.
- (b) The Parent shall, if requested by the Agent within three days of any calculation under paragraph (a) above, ensure that within three Business Days sufficient Revolving Facility Utilisations are prepaid to prevent the Base Currency Amount of the Revolving Facility Utilisations exceeding the Total Revolving Facility Commitments following any adjustment to a Base Currency Amount under paragraph (a) of this Clause 6.8.

7. **LETTERS OF CREDIT**

7.1 **Immediately payable**

If a Letter of Credit or any amount outstanding under a Letter of Credit is expressed to be immediately payable, the Borrower that requested (or on behalf of which the Company requested) the issue of that Letter of Credit shall repay or prepay that amount immediately.

7.2 **Claims under a Letter of Credit**

- (a) Each Borrower irrevocably and unconditionally authorises the Issuing Bank to pay any claim made or purported to be made under a Letter of Credit requested by it (or requested by the Company on its behalf) and which appears on its face to be in order (in this Clause 7, a "**claim**").

- (b) Each Borrower shall immediately on demand pay to the Agent for the Issuing Bank an amount equal to the amount of any claim.
- (c) Each Borrower acknowledges that the Issuing Bank:
 - (i) is not obliged to carry out any investigation or seek any confirmation from any other person before paying a claim; and
 - (ii) deals in documents only and will not be concerned with the legality of a claim or any underlying transaction or any available set-off, counterclaim or other defence of any person.
- (d) The obligations of a Borrower under this Clause 7 will not be affected by:
 - (i) the sufficiency, accuracy or genuineness of any claim or any other document; or
 - (ii) any incapacity of, or limitation on the powers of, any person signing a claim or other document.

7.3

Indemnities

- (a) Each Borrower shall immediately on demand indemnify the Issuing Bank against any cost, loss or liability incurred by the Issuing Bank (otherwise than by reason of the Issuing Bank's gross negligence or wilful misconduct) in acting as the Issuing Bank under any Letter of Credit requested by (or on behalf of) that Borrower.
- (b) Each Lender shall (according to its L/C Proportion) immediately on demand indemnify the Issuing Bank against any cost, loss or liability incurred by the Issuing Bank (otherwise than by reason of the Issuing Bank's gross negligence or wilful misconduct) in acting as the Issuing Bank under any Letter of Credit (unless the Issuing Bank has been reimbursed by an Obligor pursuant to a Finance Document).
- (c) If any Lender is not permitted (by its constitutional documents or any applicable law) to comply with paragraph (b) above, then that Lender will not be obliged to comply with paragraph (b) and shall instead be deemed to have taken, on the date the Letter of Credit is issued (or if later, on the date the Lender's participation in the Letter of Credit is transferred or assigned to the Lender in accordance with the terms of this Agreement), an undivided interest and participation in the Letter of Credit in an amount equal to its L/C Proportion of that Letter of Credit. On receipt of demand from the Agent, that Lender shall pay to the Agent (for the account of the Issuing Bank) an amount equal to its L/C Proportion of the amount demanded.
- (d) The Borrower which requested (or on behalf of which the Company requested) a Letter of Credit shall immediately on demand reimburse any Lender for any payment it makes to the Issuing Bank under this Clause 7.3 in respect of that Letter of Credit.
- (e) The obligations of each Lender or Borrower under this Clause are continuing obligations and will extend to the ultimate balance of sums payable by that Lender or Borrower in respect of any Letter of Credit, regardless of any intermediate payment or discharge in whole or in part.
- (f) The obligations of any Lender or Borrower under this Clause will not be affected by any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Clause (without limitation and whether or not known to it or any other person) including:

- (i) any time, waiver or consent granted to, or composition with, any Obligor, any beneficiary under a Letter of Credit or any other person;
- (ii) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any member of the Group;
- (iii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor, any beneficiary under a Letter of Credit or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (iv) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor, any beneficiary under a Letter of Credit or any other person;
- (v) any amendment (however fundamental) or replacement of a Finance Document, any Letter of Credit or any other document or security;
- (vi) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document, any Letter of Credit or any other document or security; or
- (vii) any insolvency or similar proceedings.

7.4 **Cash collateral by Non-Acceptable L/C Lender**

- (a) If, at any time, a Lender under the Revolving Facility is a Non-Acceptable L/C Lender, the Issuing Bank may, by notice to that Lender, request that Lender to pay and that Lender shall pay, on or prior to the date falling three Business Days after the request by the Issuing Bank, an amount equal to that Lender's L/C Proportion of the outstanding amount of a Letter of Credit and in the currency of that Letter of Credit to an interest-bearing account held in the name of that Lender with the Issuing Bank.
- (b) The Non-Acceptable L/C Lender to whom a request has been made in accordance with paragraph (a) above shall enter into a security document or other form of collateral arrangement over the account, in form and substance satisfactory to the Issuing Bank, as collateral for any amounts due and payable under the Finance Documents by that Lender to the Issuing Bank in respect of that Letter of Credit.
- (c) Until no amount is or may be outstanding under that Letter of Credit, withdrawals from the account may only be made to pay to the Issuing Bank amounts due and payable to the Issuing Bank by the Non-Acceptable L/C Lender under the Finance Documents in respect of that Letter of Credit.
- (d) Each Lender under the Revolving Facility shall notify the Agent and the Company:
 - (i) on the date of this Agreement or on any later date on which it becomes such a Lender in accordance with Clause 2.2 (*Increase*) or Clause 28 (*Changes to the Lenders*) whether it is a Non-Acceptable L/C Lender; and
 - (ii) as soon as practicable upon becoming aware of the same, that it has become a Non-Acceptable L/C Lender, and an indication in Schedule 1 (*The Original Parties*), in a Transfer Certificate, in an Assignment Agreement or in an Increase Confirmation to that effect will constitute a

notice under paragraph (d)(i) to the Agent and, upon delivery in accordance with Clause 28.8 (*Copy of Transfer Certificate, Assignment Agreement or Increase Confirmation to Parent*), to the Parent.

- (e) Any notice received by the Agent pursuant to paragraph (d) above shall constitute notice to the Issuing Bank of that Lender's status and the Agent shall, upon receiving each such notice, promptly notify the Issuing Bank of that Lender's status as specified in that notice.
- (f) If a Lender who has provided cash collateral in accordance with this Clause 7.4:
 - (i) ceases to be a Non-Acceptable L/C Lender; and
 - (ii) no amount is due and payable by that Lender in respect of a Letter of Credit,

that Lender may, at any time it is not a Non-Acceptable L/C Lender, by notice to the Issuing Bank request that an amount equal to the amount of the cash provided by it as collateral in respect of that Letter of Credit (together with any accrued interest) standing to the credit of the relevant account held with the Issuing Bank be returned to it and the Issuing Bank shall pay that amount to the Lender within three Business Days after the request from the Lender (and shall cooperate with the Lender in order to procure that the relevant security or collateral arrangement is released and discharged).

7.5

Cash cover by Borrower

- (a) If a Lender which is a Non-Acceptable L/C Lender fails to provide cash collateral (or notifies the Issuing Bank that it will not provide cash collateral) in accordance with Clause 7.4 (*Cash collateral by Non-Acceptable L/C Lender*) and the Issuing Bank notifies the Obligors' Agent (with a copy to the Agent) that it requires the Borrower of the relevant Letter of Credit or proposed Letter of Credit to provide cash cover to an account with the Issuing Bank in an amount equal to that Lender's L/C Proportion of the outstanding amount of that Letter of Credit and in the currency of that Letter of Credit then that Borrower shall do so within three Business Days after the notice is given.
- (b) Notwithstanding paragraph (d) of Clause 1.2 (*Construction*), the Issuing Bank may agree to the withdrawal of amounts up to the level of that cash cover from the account if:
 - (i) it is satisfied that the relevant Lender is no longer a Non-Acceptable L/C Lender; or
 - (ii) the relevant Lender's obligations in respect of the relevant Letter of Credit are transferred to a New Lender in accordance with the terms of this Agreement; or
 - (iii) an Increase Lender has agreed to undertake the obligations in respect of the relevant Lender's L/C Proportion of the Letter of Credit.
- (c) To the extent that a Borrower has complied with its obligations to provide cash cover in accordance with this Clause 7.5, the relevant Lender's L/C Proportion in respect of that Letter of Credit will remain (but that Lender's obligations in relation to that Letter of Credit may be satisfied in accordance with paragraph (d)(ii) of Clause 1.2 (*Construction*)). However, the relevant Borrower's obligation to pay any Letter of Credit fee in relation to the relevant Letter of Credit to the Agent (for the account of that Lender) in accordance with paragraph (b) of Clause 16.4 (*Fees payable in*

respect of Letters of Credit) will be reduced proportionately as from the date on which it complies with that obligation to provide cash cover (and for so long as the relevant amount of cash cover continues to stand as collateral).

- (d) The relevant Issuing Bank shall promptly notify the Agent of the extent to which a Borrower provides cash cover pursuant to this Clause 7.5 and of any change in the amount of cash cover so provided.

7.6 **Rights of contribution**

No Obligor will be entitled to any right of contribution or indemnity from any Finance Party in respect of any payment it may make under this Clause 7.

8. **OPTIONAL CURRENCIES**

8.1 **Selection of currency**

A Borrower (or the Company on its behalf) shall select the currency of a Revolving Facility Utilisation in a Utilisation Request.

8.2 **Unavailability of a currency**

If before the Specified Time on any Quotation Day:

(a) a Lender notifies the Agent that the Optional Currency requested is not readily available to it in the amount required; or

(b) a Lender notifies the Agent that compliance with its obligation to participate in a Loan in the proposed Optional Currency would contravene a law or regulation applicable to it, the Agent will give notice to the relevant Borrower to that effect by the Specified Time on that day. In this event, any Lender that gives notice pursuant to this Clause 8.2 will be required to participate in the Loan in the Base Currency (in an amount equal to that Lender's proportion of the Base Currency Amount, or in respect of a Rollover Loan, an amount equal to that Lender's proportion of the Base Currency Amount of the Rollover Loan that is due to be made) and its participation will be treated as a separate Loan denominated in the Base Currency during that Interest Period.

8.3 **Agent's calculations**

Each Lender's participation in a Loan will be determined in accordance with paragraph (b) of Clause 5.4 (*Lenders' participation*).

9. **REPAYMENT**

9.1 **Repayment of Revolving Facility Loans**

(a) Subject to paragraph (c) below, each Borrower which has drawn a Revolving Facility Loan shall repay that Loan on the last day of its Interest Period.

(b) Without prejudice to each Borrower's obligation under paragraph (a) above, if one or more Revolving Facility Loans are to be made available to a Borrower:

- (i) on the same day that a maturing Revolving Facility Loan is due to be repaid by that Borrower;

- (ii) in the same currency as the maturing Revolving Facility Loan (unless it arose as a result of the operation of Clause 8.2 (*Unavailability of a currency*)); and
 - (iii) in whole or in part for the purpose of refinancing the maturing Revolving Facility Loan;
- the aggregate amount of the new Revolving Facility Loans shall be treated as if applied in or towards repayment of the maturing Revolving Facility Loan so that:
- (A) if the amount of the maturing Revolving Facility Loan exceeds the aggregate amount of the new Revolving Facility Loans:
 - (aa) the relevant Borrower will only be required to pay an amount in cash in the relevant currency equal to that excess; and
 - (bb) each Lender's participation (if any) in the new Revolving Facility Loans shall be treated as having been made available and applied by the Borrower in or towards repayment of that Lender's participation (if any) in the maturing Revolving Facility Loan and that Lender will not be required to make its participation in the new Revolving Facility Loans available in cash; and
 - (B) if the amount of the maturing Revolving Facility Loan is equal to or less than the aggregate amount of the new Revolving Facility Loans:
 - (aa) the relevant Borrower will not be required to make any payment in cash; and
 - (bb) each Lender will be required to make its participation in the new Revolving Facility Loans available in cash only to the extent that its participation (if any) in the new Revolving Facility Loans exceeds that Lender's participation (if any) in the maturing Revolving Facility Loan and the remainder of that Lender's participation in the new Revolving Facility Loans shall be treated as having been made available and applied by the Borrower in or towards repayment of that Lender's participation in the maturing Revolving Facility Loan.
- (c) At any time when a Lender becomes a Defaulting Lender, the maturity date of each of the participations of that Lender in the Revolving Facility Loans then outstanding will be automatically extended to the Termination Date in relation to the Revolving Facility and will be treated as separate Revolving Facility Loans (the "**Separate Loans**") denominated in the currency in which the relevant participations are outstanding.
 - (d) A Borrower to whom a Separate Loan is outstanding may prepay that Loan by giving three Business Days' prior notice to the Agent. The Agent will forward a copy of a prepayment notice received in accordance with this paragraph (d) to the Defaulting Lender concerned as soon as practicable on receipt.
 - (e) Interest in respect of a Separate Loan will accrue for successive Interest Periods selected by the Borrower by the time and date specified by the Agent (acting reasonably) and will be payable by that Borrower to the Defaulting Lender on the last day of each Interest Period of that Loan.

(f) The terms of this Agreement relating to Revolving Facility Loans generally shall continue to apply to Separate Loans other than to the extent inconsistent with paragraphs (c) to (e) above, in which case those paragraphs shall prevail in respect of any Separate Loan.

(g) This Clause shall be read and construed subject to the provisions of Clause 9.2 (*Reduction of Revolving Facility*).

9.2 **Reduction of Revolving Facility**

The Revolving Facility Commitments will be reduced in installments by:

(a) firstly, to the extent required, the cancellation of any Available Commitments under the Revolving Facility; and

(b) second, once all Available Commitments at that time have been cancelled, to the extent required, prepayment of any Revolving Utilisations,

in each case, on each date specified in the table below (each a "**Reduction Date**") and to the extent required to reduce the Revolving Facility Commitments by the corresponding reduction installment (each a "**Reduction Installment**") set out in that table:

Reduction Date	Reduction Installment (€)
31 December 2010	500,000
31 March 2011	500,000
30 June 2011	500,000
30 September 2011	500,000
31 December 2011	500,000
31 March 2012	500,000
30 June 2012	500,000
30 September 2012	500,000
31 December 2012	1,500,000
31 March 2013	1,500,000
30 June 2013	1,500,000
30 September 2013	1,500,000

9.3 **Effect of cancellation and prepayment on scheduled repayments and reductions**

(a) If the Company cancels the whole or any part of the Revolving Facility Commitments in accordance with Clause 10.5 (*Right of cancellation and repayment in relation to a single Lender or Issuing Bank*) or Clause 10.6 (*Right of cancellation in relation to a Defaulting Lender*) or if the Revolving Facility Commitment of any Lender is reduced under Clause 10.1 (*Illegality*) then (other than, in any relevant case, to the extent that

any part of the relevant Commitment(s) is subsequently increased pursuant to Clause 2.2 (*Increase*) in the case of the Revolving Facility Commitments, the amount of the Reduction Installment for each Reduction Date falling after that cancellation will reduce pro rata by the amount cancelled.

- (b) If the Company cancels the whole or any part of the Revolving Facility Commitments in accordance with Clause 10.3 (*Voluntary cancellation*) then the amount of the Reduction Installment for each Reduction Date falling after that cancellation will reduce pro rata by the amount cancelled.
- (c) If any of the Revolving Facility Utilisations are prepaid in accordance with Clause 10.4 (*Voluntary prepayment of Revolving Facility Utilisations*), or Clause 11.2 (*Disposal and Insurance Proceeds*) then under Clause 11.2 (*Disposal and Insurance Proceeds*) only, the amount of the Reduction Installment for each Reduction Date falling after that prepayment will reduce pro rata by the amount of the Revolving Facility Loan prepaid.

10. **ILLEGALITY, VOLUNTARY PREPAYMENT AND CANCELLATION**

10.1 **Illegality**

If it becomes unlawful in any applicable jurisdiction for a Lender to perform any of its obligations as contemplated by this Agreement or to fund, issue or maintain its participation in any Utilisation:

- (a) that Lender, shall promptly notify the Agent upon becoming aware of that event;
- (b) upon the Agent notifying the Company, the Commitment of that Lender will be immediately cancelled; and
- (c) each Borrower shall repay that Lender's participation in the Utilisations made to that Borrower on the last day of the Interest Period for each Utilisation occurring after the Agent has notified the Company or, if earlier, the date specified by the Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law).

10.2 **Illegality in relation to Issuing Bank**

If it becomes unlawful for an Issuing Bank to issue or leave outstanding any Letter of Credit, then:

- (a) that Issuing Bank shall promptly notify the Agent upon becoming aware of that event;
- (b) upon the Agent notifying the Company, the Issuing Bank shall not be obliged to issue any Letter of Credit;
- (c) the Parent shall procure that the relevant Borrower shall use its best endeavours to procure the release of each Letter of Credit issued by that Issuing Bank and outstanding at such time; and
- (d) unless any other Lender has agreed to be an Issuing Bank pursuant to the terms of this Agreement, the Revolving Facility shall cease to be available for the issue of Letters of Credit.

10.3 **Voluntary cancellation**

- (a) The Company may, if it gives the Agent not less than five Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, cancel the whole or

any part (being a minimum amount of €1,000,000 of an Available Facility). Any cancellation under this Clause 10.3 shall reduce the Commitments of the Lenders rateably under that Facility.

- (b) Any notice of cancellation of the Available Commitments with respect to the Revolving Facility delivered at any time while Loans under any other Facility remain outstanding and/or other Commitments remain uncanceled must be accompanied by evidence, in form and substance satisfactory to the Majority Lenders, that the Group will have sufficient working capital facilities available to it following such cancellation.

10.4 **Voluntary prepayment of Revolving Facility Utilisations**

A Borrower to which a Revolving Facility Utilisation has been made may, if it or the Company gives the Agent not less than five Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, prepay the whole or any part of a Revolving Facility Utilisation (but if in part, being an amount that reduces the Base Currency Amount of the Revolving Facility Utilisation by a minimum amount of €1,000,000).

10.5 **Right of cancellation and repayment in relation to a single Lender or Issuing Bank**

- (a) If:
- (i) any sum payable to any Lender by an Obligor is required to be increased under paragraph (c) of Clause 17.2 (*Tax gross-up*);
 - (ii) any Lender or Issuing Bank claims indemnification from the Parent or an Obligor under Clause 17.3 (*Tax indemnity*) or Clause 18.1 (*Increased costs*),
- the Company may, whilst the circumstance giving rise to the requirement for that increase or indemnification continues, give the Agent notice:
- (i) (if such circumstances relate to a Lender) of cancellation of the Commitment of that Lender and its intention to procure the repayment of that Lender's participation in the Utilisations; or
 - (iii) (if such circumstances relate to the Issuing Bank) of repayment of any outstanding Letter of Credit issued by it and cancellation of its appointment as an Issuing Bank under this Agreement in relation to any Letters of Credit to be issued in the future.
- (b) On receipt of a notice referred to in paragraph (a) above in relation to a Lender, the Commitment of that Lender shall immediately be reduced to zero.
- (c) On the last day of each Interest Period which ends after the Company has given notice under paragraph (a) above in relation to a Lender (or, if earlier, the date specified by the Company in that notice), each Borrower to which a Utilisation is outstanding shall repay that Lender's participation in that Utilisation together with all interest and other amounts accrued under the Finance Documents.

10.6 **Right of cancellation in relation to a Defaulting Lender**

- (a) If any Lender becomes a Defaulting Lender, the Company may, at any time whilst the Lender continues to be a Defaulting Lender, give the Agent three Business Days' notice of cancellation of each Available Commitment of that Lender.
- (b) On the notice referred to in paragraph (a) above becoming effective, each Available Commitment of the Defaulting Lender shall immediately be reduced to zero.

(c) The Agent shall as soon as practicable after receipt of a notice referred to in paragraph (a) above, notify all the Lenders.

11. **MANDATORY PREPAYMENT**

11.1 **Exit**

Upon the occurrence of:

- (a) any Listing; or
- (b) a Change of Control; or
- (c) the sale of all or substantially all of the assets of the Group whether in a single transaction or a series of related transactions,

the Facility will be cancelled and all outstanding Utilisations together with accrued interest, and all other amounts accrued under the Finance Documents, shall become immediately due and payable.

11.2 **Disposal and Insurance Proceeds**

(a) For the purposes of this Clause 11.2, Clause 11.3 (*Application of mandatory prepayments*) and Clause 11.4 (*Mandatory Prepayment Accounts*):

"Disposal" means a sale, lease, licence, transfer, loan or other disposal by a person of any asset, undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions).

"Disposal Proceeds" means the consideration receivable by any member of the Group (including any amount receivable in repayment of intercompany debt) for any Disposal made by any member of the Group except for Excluded Disposal Proceeds and after deducting:

- (i) any reasonable expenses which are incurred by any member of the Group with respect to that Disposal to persons who are not members of the Group; and
- (i) any Tax incurred and required to be paid by the seller in connection with that Disposal (as reasonably determined by the seller, on the basis of existing rates and taking account of any available credit, deduction or allowance).

"Excluded Disposal Proceeds" means the consideration receivable by any member of the Group (including any amount receivable in repayment of intercompany debt) for any Disposal:

- (i) to the extent that the Aggregate Net Disposal Proceeds for a Financial Year of the Parent do not exceed €1,000,000 (or its equivalent) and for the avoidance of doubt only the amount by which the Aggregate Net Disposal Proceeds exceed €1,000,000 in any such Financial Year shall not be Excluded Disposal Proceeds (where **"Aggregate Net Disposal Proceeds"** means, for any Financial Year, the Disposal Proceeds of a disposal, aggregated with the Disposal Proceeds of all other disposals made in the same Financial Year, less any Disposal Proceeds which are, or are to be, reinvested and/or are exempted pursuant to paragraphs (ii) and (iii) below);

- (ii) which is received from a Disposal permitted under paragraphs (c), (d), (f) or (k) of the definition of Permitted Disposal and which the Parent certifies upon receipt are to be (and subsequently are):
 - (A) reinvested within 365 days of receipt in an asset or assets of a similar type and value required for the business of the recipient member of the Group or an Obligor; or
 - (B) committed to be so invested by a binding contract being entered into by the recipient of the Group or an Obligor and are so invested within 18 months of receipt; or
- (ii) which is received from a Disposal under paragraphs (a), (b), (e), (g), (h), (i) and (j) of the definition of **"Permitted Disposals"**.

"Excluded Insurance Proceeds" means any Insurance Proceeds:

- (i) to the extent that the Aggregate Net Insurance Proceeds for a Financial Year of the Parent do not exceed €1,000,000 (or its equivalent) and for the avoidance of doubt only the amount by which the Aggregate Net Insurance Proceeds exceed €1,000,000 in any such Financial Year shall not be Excluded Insurance Proceeds (where **"Aggregate Net Insurance Proceeds"** means, for any Financial Year, the Insurance Proceeds of any claim received, aggregated with the Insurance Proceeds of all other claims received in the same Financial Year, less and Insurance Proceeds which are, or are to be, applied pursuant to paragraphs (ii) and (iii) below);
- (ii)
 - (A) which the Parent certifies in writing to the Agent upon receipt are to be (and subsequently are) applied to meet a third party claim; or
 - (B) which the Parent certifies in writing to the Agent upon receipt are to be (and subsequently are) applied to cover loss of revenue in respect of which the relevant insurance claim was made,in each case as soon as possible (but in any event within 180 days or such longer period as the Majority Lenders may agree) after receipt; or
- (iii)
 - (A) which the Parent certifies in writing to the Agent upon receipt are to be (and subsequently are) applied to the replacement, reinstatement and/or repair of the assets or otherwise in amelioration of the loss in respect of which the relevant insurance claim was made within 365 days of receipt of such proceeds; or
 - (B) which the Parent certifies in writing to the Agent upon receipt are to be (and subsequently are) committed to be so applied by a binding contract being entered into by the recipient member of the Group or an Obligor and so applied within 18 months of receipt.

"Insurance Proceeds" means the proceeds of any insurance claim under any insurance maintained by any member of the Group except for Excluded Insurance Proceeds and after deducting any reasonable expenses in relation to that claim which are incurred by any member of the Group to persons who are not members of the Group.

- (b) The Parent shall ensure that the Borrowers prepay Utilisations in the following amounts at the times and in the order of application contemplated by Clause 11.3 (*Application of mandatory prepayments*):
 - (i) the amount of Disposal Proceeds; and
 - (ii) the amount of Insurance Proceeds.

11.3 **Application of mandatory prepayments**

- (a) A prepayment made under Clause 11.2 (*Disposal and Insurance Proceeds*) shall be applied in the following order:
 - (i) first, in cancellation of Available Commitments under the Revolving Facility (and the Available Commitment of the Lenders under the Revolving Facility will be cancelled rateably); and
 - (ii) secondly, in prepayment of Revolving Facility Utilisations (such that outstanding Revolving Facility Loans shall be prepaid before outstanding Letters of Credit) and cancellation of Revolving Facility Commitments.
- (b) Unless the Company makes an election under paragraph (c) below, the Borrowers shall prepay Loans promptly upon receipt of those proceeds.
- (c) Subject to paragraph (d) below, the Company may elect that any prepayment under Clause 11.2 (*Disposal and Insurance Proceeds*) be applied in prepayment of a Loan on the last day of the Interest Period relating to that Loan. If the Company makes that election then a proportion of the Loan equal to the amount of the relevant prepayment will be due and payable on the last day of its Interest Period.
- (d) If the Company has made an election under paragraph (c) above but a Default has occurred and is continuing, that election shall no longer apply and a proportion of the Loan in respect of which the election was made equal to the amount of the relevant prepayment shall be immediately due and payable (unless the Majority Lenders otherwise agree in writing).

11.4 **Mandatory Prepayment Accounts**

- (a) The Parent shall ensure that (i) Disposal Proceeds and Insurance Proceeds in respect of which the Company has made an election under paragraph (c) of Clause 11.3 (*Application of mandatory prepayments*) are paid into a Mandatory Prepayment Account as soon as reasonably possible after receipt by a member of the Group.
- (b) The Company and each Borrower irrevocably authorise the Agent to apply amounts credited to the Mandatory Prepayment Account to pay amounts due and payable under Clause 11.3 (*Application of mandatory prepayments*) and otherwise under the Finance Documents.
- (c) A Lender, Security Agent or Agent with which a Mandatory Prepayment Account or Holding Account is held acknowledges and agrees that (i) interest shall accrue at normal commercial rates on amounts credited to those accounts and that the account holder shall be entitled to receive such interest (which shall be paid in accordance with the mandate relating to such account) unless a Default is continuing and (ii) each such account is subject to the Transaction Security.

11.5 **Excluded proceeds**

- (a) Where Excluded Disposal Proceeds and Excluded Insurance Proceeds include amounts which are intended to be used for a specific purpose within a specified period (as set out in the relevant definition of Excluded Disposal Proceeds or Excluded Insurance Proceeds), the Parent shall ensure that those amounts are used for that purpose and, if requested to do so by the Agent, shall promptly deliver a certificate to the Agent at the time of such application and at the end of such period confirming the amount (if any) which has been so applied within the requisite time periods provided for in the relevant definition.
- (b) Excluded Disposal Proceeds and Excluded Insurance Proceeds must be held in bank accounts that are subject to the Transaction Security.
- (c) If:
 - (i) monies are required to be applied in prepayment or repayment of the Facility under this Clause 11 but in order to be so applied need to be upstreamed or otherwise transferred from one member of the Group to another member of the Group to effect such prepayment or repayment; and
 - (ii) such monies cannot be so upstreamed or transferred without breaching a financial assistance prohibition or without breaching some other applicable law or without the Group incurring a material cost (whether as a result of paying additional Taxes or otherwise),there will be no obligation to make such payment or prepayment to the extent of such impediment until such impediment no longer applies or such cost is no longer material and the Parent will (and will procure that the relevant members of the Group will) use all reasonable endeavours to avoid, reduce or overcome such impediment or avoid or reduce such cost, as soon as possible.

12. **RESTRICTIONS**

12.1 **Notices of Cancellation or Prepayment**

Any notice of cancellation, prepayment, authorisation or other election given by any Party under Clause 10 (*Illegality, voluntary prepayment and cancellation*), paragraph (c) of Clause 11.3 (*Application of mandatory prepayments*) or Clause 11.4 (*Mandatory Prepayment Accounts*) shall (subject to the terms of those Clauses) be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.

12.2 **Interest and other amounts**

Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, subject to any Break Costs, without premium or penalty.

12.3 **Reborrowing of Facilities**

Unless a contrary indication appears in this Agreement, any part of the Revolving Facility which is prepaid or repaid may be reborrowed in accordance with the terms of this Agreement.

12.4 **Prepayment in accordance with Agreement**

No Borrower shall repay or prepay all or any part of the Utilisations or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.

12.5 **No reinstatement of Commitments**

Subject to Clause 2.2 (*Increase*), no amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.

12.6 **Agent's receipt of Notices**

If the Agent receives a notice under Clause 10 (*Illegality, voluntary prepayment and cancellation*) or an election under paragraph (c) of Clause 11.3 (*Application of mandatory prepayments*), it shall promptly forward a copy of that notice or election to either the Company or the affected Lender, as appropriate.

12.7 **Effect of Repayment and Prepayment on Commitments**

If all or part of a Utilisation under a Facility is repaid or prepaid and is not available for redrawing (other than by operation of Clause 4.2 (*Further conditions precedent*)), an amount of the Commitments (equal to the Base Currency Amount of the amount of the Utilisation which is repaid or prepaid) in respect of that Facility will be deemed to be cancelled on the date of repayment or prepayment. Any cancellation under this Clause 12.7 shall reduce the Commitments of the Lenders rateably under that Facility.

13. **INTEREST**

13.1 **Calculation of interest**

The rate of interest on each Loan for each Interest Period is the percentage rate per annum which is the aggregate of the applicable:

- (a) Margin;
- (b) LIBOR or, in relation to any Loan in euro, EURIBOR; and
- (c) Mandatory Cost, if any.

13.2 **Payment of interest**

- (a) The Borrower to which a Loan has been made shall pay accrued interest on that Loan on the last day of each Interest Period (and, if the Interest Period is longer than six Months, on the dates falling at six Monthly intervals after the first day of the Interest Period).
- (b) If the annual audited financial statements of the Group and related Compliance Certificate received by the Agent show that a higher Margin should have applied during a certain period, then the Parent shall (or shall ensure the relevant Borrower shall) promptly pay to the Agent any amounts necessary to put the Agent and the Lenders in the position they would have been in had the appropriate rate of the Margin applied during such period.

13.3 **Default interest**

- (a) If an Obligor fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to paragraph (b) below, is 1.00 per cent. higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan in the currency of the overdue amount for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing under this Clause 13.3 shall be immediately payable by the Obligor on demand by the Agent.
- (b) If any overdue amount consists of all or part of a Loan which became due on a day which was not the last day of an Interest Period relating to that Loan:
 - (i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and
 - (ii) the rate of interest applying to the overdue amount during that first Interest Period shall be 1.00 per cent. higher than the rate which would have applied if the overdue amount had not become due.
- (c) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

13.4 **Notification of rates of interest**

The Agent shall promptly notify the Lenders and the relevant Borrower (or the Company) of the determination of a rate of interest under this Agreement.

14. **INTEREST PERIODS**

14.1 **Selection of Interest Periods and Terms**

- (a) A Borrower (or the Company on behalf of a Borrower) may select an Interest Period for a Loan in the Utilisation Request for that Loan.
- (b) Subject to this Clause 14, a Borrower (or the Company) may select an Interest Period of one, two, three or six Months or any other period agreed between the Company and the Agent (acting on the instructions of all the Lenders in relation to the relevant Loan). In addition a Borrower (or the Company on its behalf) may select an Interest Period of a period of less than one Month, if necessary to ensure that (when aggregated with the Available Facility) there are Revolving Facility Loans (with an aggregate Base Currency Amount equal to or greater than the Reduction Installment) which have an Interest Period ending on a Reduction Date for the scheduled reduction to occur.
- (c) An Interest Period for a Loan shall not extend beyond the Termination Date applicable to its Facility.
- (d) A Revolving Facility Loan has one Interest Period only.

14.2 **Changes to Interest Periods**

- (a) Prior to determining the interest rate for a Revolving Facility Loan, the Agent may shorten the Interest Period for any Revolving Facility Loan to ensure that, when aggregated with the Available Facility for the Revolving Facility, there are sufficient

Revolving Facility Loans (with an aggregate Base Currency Amount equal to or greater than the Reduction Installment) which have an Interest Period ending on a Reduction Date for the scheduled reduction to occur.

- (b) If the Agent makes any of the changes to an Interest Period referred to in this Clause 14.2, it shall promptly notify the Company and the Lenders.

14.3 **Non-Business Days**

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

15. **CHANGES TO THE CALCULATION OF INTEREST**

15.1 **Absence of quotations**

Subject to Clause 15.2 (*Market disruption*), if LIBOR or, if applicable, EURIBOR is to be determined by reference to the Base Reference Banks but a Base Reference Bank does not supply a quotation by the Specified Time on the Quotation Day, the applicable LIBOR or EURIBOR shall be determined on the basis of the quotations of the remaining Base Reference Banks.

15.2 **Market disruption**

- (a) If a Market Disruption Event occurs in relation to a Loan for any Interest Period, then the rate of interest on each Lender's share of that Loan for the Interest Period shall be the percentage rate per annum which is the sum of:
- (i) the Margin;
 - (ii) the rate notified to the Agent by that Lender as soon as practicable and in any event by close of business on the date falling three Business Days after the Quotation Day (or, if earlier, on the date falling three Business Days prior to the date on which interest is due to be paid in respect of that Interest Period), to be that which expresses as a percentage rate per annum the cost to that Lender of funding its participation in that Loan from whatever source it may reasonably select; and
 - (iii) the Mandatory Cost, if any, applicable to that Lender's participation in the Loan.
- (b) If:
- (i) the percentage rate per annum notified by a Lender pursuant to paragraph (a)(ii) above is less than LIBOR or, in relation to any Loan in euro, EURIBOR; or
 - (ii) a Lender has not notified the Agent of a percentage rate per annum pursuant to paragraph (a)(ii) above,
- the cost to that Lender of funding its participation in that Loan for that Interest Period shall be deemed, for the purposes of paragraph (a) above, to be LIBOR or in relation to a loan in euro, EURIBOR.

(c) In this Agreement:

"Market Disruption Event" means:

- (i) at or about noon on the Quotation Day for the relevant Interest Period the Screen Rate is not available and none or only one of the Base Reference Banks supplies a rate to the Agent to determine LIBOR or, if applicable, EURIBOR for the relevant currency and Interest Period; or
- (ii) before close of business in London on the Quotation Day for the relevant Interest Period, the Agent receives notifications from a Lender or Lenders (whose participations in a Loan exceed 40 per cent. of that Loan) that the cost to it of funding its participation in that Loan from whatever source it may reasonably select would be in excess of LIBOR or, if applicable, EURIBOR.

15.3 **Alternative basis of interest or funding**

- (a) If a Market Disruption Event occurs and the Agent or the Company so requires, the Agent and the Company shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the rate of interest.
- (b) Any alternative basis agreed pursuant to paragraph (a) above shall, with the prior consent of all the Lenders and the Company, be binding on all Parties.

15.4 **Break Costs**

- (a) Each Borrower shall, within three Business Days of demand by a Finance Party, pay to that Finance Party its Break Costs attributable to all or any part of a Loan or Unpaid Sum being paid by that Borrower on a day other than the last day of an Interest Period for that Loan or Unpaid Sum.
- (b) Each Lender shall, as soon as reasonably practicable after a demand by the Agent, provide a certificate confirming the amount of its Break Costs for any Interest Period in which they accrue.

16. **FEES**

16.1 **Commitment fee**

- (a) The Company shall pay to the Agent (for the account of each Lender) a fee in the Base Currency computed at the rate of 40 per cent. of the applicable Margin subject to a minimum at any time of 0.70% per annum, on that Lender's Available Commitment for the Availability Period.
- (b) The accrued commitment fee is payable on the last day of each successive period of three Months which ends during the relevant Availability Period, on the last day of the relevant Availability Period and on the cancelled amount of the relevant Lender's Commitment at the time the cancellation is effective.
- (c) No commitment fee is payable to the Agent (for the account of a Lender) on any Available Commitment of that Lender for any day on which that Lender is a Defaulting Lender.

16.2 **Arrangement fee**

The Company shall pay to the Arranger an arrangement fee of €600,000 (in respect of the Facility) on the first Utilisation Date.

16.3 **Agency and Security Agent fee**

In the event that there is more than one Lender at any time, the Agent and Security Agent reserve the right to charge an agency fee and security agency fee respectively (for their own account) in amounts and at times required by the Agent and Security Agent (acting reasonably within the range of normal rates at that time of UK and European clearing banks for borrowers and facilities of a similar size and nature) as set out in a separate fee letter entered into between the Agent and/or Security Agent and the Company at that time.

16.4 **Fees payable in respect of Letters of Credit**

- (a) The Company or each Borrower shall pay to the Issuing Bank a fronting fee at the rate of 0.125 per cent. per annum (or such other rate as the Issuing Bank may require by written notice to the Company within 10 Business Days of the first person other than the Original Lender becoming a Lender, provided that such rate is within the range of normal rates at that time of UK and European clearing banks for borrowers and facilities of a similar size and nature) on the outstanding amount which is counter-indemnified by the other Lenders of each Letter of Credit requested by it for the period from the issue of that Letter of Credit until its Expiry Date.
- (b) The Company or each Borrower shall pay to the Agent (for the account of each Lender) a Letter of Credit fee in the Base Currency (computed at the rate equal to the Margin applicable to a Loan) on the outstanding amount of each Letter of Credit requested by it for the period from the issue of that Letter of Credit until its Expiry Date. This fee shall be distributed according to each Lender's L/C Proportion of that Letter of Credit.
- (c) The accrued fronting fee and Letter of Credit fee on a Letter of Credit shall be payable on the last day of each successive period of three Months (or such shorter period as shall end on the Expiry Date for that Letter of Credit) starting on the date of issue of that Letter of Credit. The accrued fronting fee and Letter of Credit fee is also payable to the Agent on the cancelled amount of any Lender's Revolving Facility Commitment at the time the cancellation is effective if that Commitment is cancelled in full and the Letter of Credit is prepaid or repaid in full.

17. **TAX GROSS UP AND INDEMNITIES**

17.1 **Definitions**

In this Agreement:

"Protected Party" means a Finance Party which is or will be subject to any liability or required to make any payment for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

"Qualifying Lender" means:

- (a) a Lender (other than a Lender within paragraph (b) below) which is beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document and is:

- (i) a Lender:
 - (A) which is a bank (as defined for the purpose of section 879 of the ITA) making an advance under a Finance Document; or
 - (B) in respect of an advance made under a Finance Document by a person that was a bank (as defined for the purpose of section 879 of the ITA) at the time that that advance was made,
and which is within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance;
 - (ii) a Lender which is:
 - (A) a company resident in the United Kingdom for United Kingdom tax purposes;
 - (B) a partnership each member of which is:
 - (aa) a company so resident in the United Kingdom; or
 - (bb) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA;
 - (C) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company; or
 - (iii) a Treaty Lender; or
 - (b) a building society (as defined for the purposes of section 880 of the ITA) making an advance under a Finance Document).
- “Tax Confirmation”** means a confirmation by a Lender that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:
- (a) a company resident in the United Kingdom for United Kingdom tax purposes;
 - (b) a partnership each member of which is:
 - (i) a company so resident in the United Kingdom; or
 - (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or
 - (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account

interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.

"Tax Credit" means a credit against, relief or remission for, or repayment of, any Tax.

"Tax Deduction" means a deduction or withholding for or on account of Tax from a payment under a Finance Document.

"Tax Payment" means either the increase in a payment made by an Obligor to a Finance Party under Clause 17.2 (*Tax gross-up*) or a payment under Clause 17.3 (*Tax indemnity*).

"Treaty Lender" means a Lender which:

- (a) is treated as a resident of a Treaty State for the purposes of the Treaty;
- (b) does not carry on a business in the United Kingdom through a permanent establishment with which that Lender's participation in the Loan is effectively connected; and
- (c) to whom a payment of interest by an Obligor under a Finance Document may be made without deduction or withholding of United Kingdom income tax subject only to the completion of the relevant procedural formalities.

"Treaty State" means a jurisdiction having a double taxation agreement (a **"Treaty"**) with the United Kingdom which makes provision for full exemption from tax imposed by the United Kingdom on interest.

"UK Non-Bank Lender" means:

- (a) where a Lender becomes a Party on the day on which this Agreement is entered into, a Lender listed in Part III of Schedule 1 (*The Original Parties*); and
- (b) where a Lender becomes a Party after the day on which this Agreement is entered into, a Lender which gives a Tax Confirmation in the Assignment Agreement or Transfer Certificate which it executes on becoming a Party.

Unless a contrary indication appears, in this Clause 17 a reference to **"determines"** or **"determined"** means a determination made in the absolute discretion of the person making the determination.

17.2

Tax gross-up

- (a) Each Obligor shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law.
- (b) The Parent shall promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Agent accordingly. Similarly, a Lender or Issuing Bank shall notify the Agent on becoming so aware in respect of a payment payable to that Lender or Issuing Bank. If the Agent receives such notification from a Lender or Issuing Bank it shall notify the Parent and that Obligor.
- (c) If a Tax Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

- (d) A payment shall not be increased under paragraph (c) above by reason of a Tax Deduction on account of Tax imposed by the United Kingdom, if on the date on which the payment falls due:
- (i) the payment could have been made to the relevant Lender without a Tax Deduction if the Lender had been a Qualifying Lender, but on that date that Lender is not or has ceased to be a Qualifying Lender other than as a result of any change after the date it became a Lender under this Agreement in (or in the interpretation, administration, or application of) any law or Treaty or any published practice or published concession of any relevant taxing authority; or
 - (ii) the relevant Lender is a Qualifying Lender solely by virtue of paragraph (i)(B) of the definition of Qualifying Lender and:
 - (A) an officer of H.M. Revenue & Customs has given (and not revoked) a direction (a "**Direction**") under section 931 of the ITA which relates to the payment and that Lender has received from the Obligor making the payment or from the Parent a certified copy of that Direction; and
 - (B) the payment could have been made to the Lender without any Tax Deduction if that Direction had not been made; or
 - (iii) the relevant Lender is a Qualifying Lender solely by virtue of paragraph (i)(B) of the definition of Qualifying Lender and:
 - (A) the relevant Lender has not given a Tax Confirmation to the Parent; and
 - (B) the payment could have been made to the Lender without any Tax Deduction if the Lender had given a Tax Confirmation to the Parent, on the basis that the Tax Confirmation would have enabled the Parent to have formed a reasonable belief that the payment was an "excepted payment" for the purpose of section 930 of the ITA; or
 - (iv) the relevant Lender is a Treaty Lender and the Obligor making the payment is able to demonstrate that the payment could have been made to the Lender without the Tax Deduction had that Lender complied with its obligations under paragraph (g) below.
- (e) If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- (f) Within thirty days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Agent for the Finance Party entitled to the payment a statement under section 975 of the ITA or other evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.
- (g) A Treaty Lender and each Obligor which makes a payment to which that Treaty Lender is entitled shall co-operate in completing any procedural formalities necessary for that Obligor to obtain authorisation to make that payment without a Tax Deduction.
- (h) A UK Non-Bank Lender which becomes a Party on the day on which this Agreement is entered into gives a Tax Confirmation to the Parent by entering into this Agreement.

(i) A UK Non-Bank Lender shall promptly notify the Parent and the Agent if there is any change in the position from that set out in the Tax Confirmation.

17.3

Tax indemnity

- (a) The Parent shall (within three Business Days of demand by the Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines (acting reasonably) will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.
- (b) Paragraph (a) above shall not apply:
- (i) with respect to any Tax assessed on a Finance Party:
 - (A) under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or
 - (B) under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction, if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party; or
 - (ii) to the extent a loss, liability or cost:
 - (A) is compensated for by an increased payment under Clause 17.2 (*Tax gross-up*); or
 - (B) would have been compensated for by an increased payment under Clause 17.2 (*Tax gross-up*) but was not so compensated solely because one of the exclusions in paragraph (d) of Clause 17.2 (*Tax gross-up*) applied.
- (c) A Protected Party making, or intending to make a claim under paragraph (a) above shall promptly notify the Agent of the event which will give, or has given, rise to the claim, following which the Agent shall notify the Parent.
- (d) A Protected Party shall, on receiving a payment from an Obligor under this Clause 17.3, notify the Agent.

17.4

Tax Credit

If an Obligor makes a Tax Payment and the relevant Finance Party determines that:

- (a) a Tax Credit is attributable either to an increased payment of which that Tax Payment forms part or to that Tax Payment; and
- (b) that Finance Party has obtained, utilised and retained that Tax Credit,

the Finance Party shall pay an amount to the Obligor which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Obligor.

17.5 **Lender Status Confirmation**

Each Lender which becomes a Party to this Agreement after the date of this Agreement shall indicate, in the Transfer Certificate, Assignment Agreement or Increase Confirmation which it executes on becoming a Party, and for the benefit of the Agent and without liability to any Obligor, which of the following categories it falls in:

- (a) not a Qualifying Lender;
- (b) a Qualifying Lender (other than a Treaty Lender); or
- (c) a Treaty Lender.

If a New Lender fails to indicate its status in accordance with this Clause 17.5 then such New Lender shall be treated for the purposes of this Agreement (including by each Obligor) as if it is not a Qualifying Lender until such time as it notifies the Agent which category applies (and the Agent, upon receipt of such notification, shall inform the Company). For the avoidance of doubt, a Transfer Certificate, Assignment Agreement or Increase Confirmation shall not be invalidated by any failure of a Lender to comply with this Clause 17.5.

17.6 **Stamp taxes**

The Parent shall pay and, within three Business Days of demand, indemnify each Secured Party and Arranger against any cost, loss or liability that Secured Party or Arranger incurs in relation to all stamp duty, registration and other similar Taxes in any jurisdiction payable in respect of any Finance Document.

17.7 **VAT**

- (a) All amounts set out or expressed in a Finance Document to be payable by any Party to a Finance Party which (in whole or in part) constitute the consideration for a supply or supplies for VAT purposes shall be deemed to be exclusive of any VAT which is chargeable on such supply or supplies, and accordingly, subject to paragraph (b) below, if VAT is or becomes chargeable on any supply made by any Finance Party to any Party under a Finance Document, that Party shall pay to the Finance Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of such VAT (and such Finance Party shall promptly provide an appropriate VAT invoice to such Party).
- (b) If VAT is or becomes chargeable on any supply made by any Finance Party (the "**Supplier**") to any other Finance Party (the "**Recipient**") under a Finance Document, and any Party other than the Recipient (the "**Subject Party**") is required by the terms of any Finance Document to pay an amount equal to the consideration for such supply to the Supplier (rather than being required to reimburse the Recipient in respect of that consideration), such Party shall also pay to the Supplier (in addition to and at the same time as paying such amount) an amount equal to the amount of such VAT. The Recipient will promptly pay to the Subject Party an amount equal to any credit or repayment obtained by the Recipient from the relevant tax authority which the Recipient reasonably determines is in respect of such VAT.
- (c) Where a Finance Document requires any Party to reimburse or indemnify a Finance Party for any cost or expense, that Party shall reimburse or indemnify (as the case may be) such Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

- (d) Any reference in this Clause 17.7 to any Party shall, at any time when such Party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term "representative member" to have the same meaning as in the Value Added Tax Act 1994) (or (if applicable) any other comparable meaning in any relevant legislation in any other jurisdiction).

18. **INCREASED COSTS**

18.1 **Increased costs**

- (a) Subject to Clause 18.3 (*Exceptions*) the Parent shall, within three Business Days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Costs incurred by that Finance Party or any of its Affiliates as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (ii) compliance with any law or regulation made after the date of this Agreement.
- (b) In this Agreement "**Increased Costs**" means:
- (i) a reduction in the rate of return from a Facility or on a Finance Party's (or its Affiliate's) overall capital;
 - (ii) an additional or increased cost; or
 - (iii) a reduction of any amount due and payable under any Finance Document,
- which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Commitment -or funding or performing its obligations under any Finance Document or Letter of Credit.

18.2 **Increased cost claims**

- (a) A Finance Party intending to make a claim pursuant to Clause 18.1 (*Increased Costs*) shall notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Parent.
- (b) Each Finance Party shall, as soon as practicable after a demand by the Agent, provide a certificate confirming the amount of its Increased Costs.

18.3 **Exceptions**

- (a) Clause 18.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:
- (i) attributable to a Tax Deduction required by law to be made by an Obligor;
 - (ii) compensated for by Clause 17.3 (*Tax indemnity*) (or would have been compensated for under Clause 17.3 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in paragraph (b) of Clause 17.3 (*Tax indemnity*) applied);
 - (iii) compensated for by the payment of the Mandatory Cost; or
 - (iv) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation; or

- (v) attributable to the implementation or application of or compliance with the "International Convergence of Capital Measurement and Capital Standards, a Revised Framework" published by the Basel Committee on Banking Supervision in June 2004 in the form existing on the date of this Agreement ("Basel II") or any other law or regulation which implements Basel II (whether such implementation, application or compliance is by a government, regulator, Finance Party or any of its Affiliates).

- (b) In this Clause 18.3 reference to a "**Tax Deduction**" has the same meaning given to the term in Clause 17.1 (*Definitions*).

19. **OTHER INDEMNITIES**

19.1 **Currency indemnity**

- (a) If any sum due from an Obligor under the Finance Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

- (i) making or filing a claim or proof against that Obligor; or
- (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Obligor shall as an independent obligation, within three Business Days of demand, indemnify the Arranger and each other Secured Party to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

- (b) Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

19.2 **Other indemnities**

- (a) The Parent shall (or shall procure that an Obligor will), within three Business Days of demand, indemnify the Arranger and each other Secured Party against any cost, loss or liability incurred by it as a result of:
 - (i) the occurrence of any Event of Default;
 - (ii) a failure by an Obligor to pay any amount due under a Finance Document on its due date, including without limitation, any cost, loss or liability arising as a result of Clause 32 (*Sharing among the Finance Parties*);
 - (iii) funding, or making arrangements to fund, its participation in a Utilisation requested by a Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Finance Party alone);
 - (iv) issuing or making arrangements to issue a Letter of Credit requested by the Parent or a Borrower in a Utilisation Request but not issued by reason of the operation of any one or more of the provisions of this Agreement; or

(v) a Utilisation (or part of a Utilisation) not being prepaid in accordance with a notice of prepayment given by a Borrower or the Parent.

- (b) The Parent shall promptly indemnify each Finance Party, each Affiliate of a Finance Party and each officer or employee of a Finance Party or its Affiliate, against any cost, loss or liability incurred by that Finance Party or its Affiliate (or officer or employee of that Finance Party or Affiliate) in connection with or arising out of the Acquisition or the funding of the Acquisition (including but not limited to those incurred in connection with any litigation, arbitration or administrative proceedings or regulatory enquiry concerning the Acquisition), unless such loss or liability is caused by the gross negligence or wilful misconduct of that Finance Party or its Affiliate (or employee or officer of that Finance Party or Affiliate). Any Affiliate or any officer or employee of a Finance Party or its Affiliate may rely on this Clause 19.2 subject to Clause 1.8 (*Third party rights*) and the provisions of the Third Parties Act.

19.3 **Indemnity to the Agent**

The Parent shall promptly indemnify the Agent against any cost, loss or liability incurred by the Agent (acting reasonably) as a result of:

- (a) investigating any event which it reasonably believes is a Default; or
(b) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised.

19.4 **Indemnity to the Security Agent**

- (a) Each Obligor shall promptly indemnify the Security Agent and every Receiver and Delegate against any cost, loss or liability incurred by any of them as a result of:

- (i) the taking, holding, protection or enforcement of the Transaction Security,
(ii) the exercise of any of the rights, powers, discretions and remedies vested in the Security Agent and each Receiver and Delegate by the Finance Documents or by law; or
(iii) any default by any Obligor in the performance of any of the obligations expressed to be assumed by it in the Finance Documents.

- (b) The Security Agent may, in priority to any payment to the Secured Parties, indemnify itself out of the Charged Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this Clause 19.4 and shall have a lien on the Transaction Security and the proceeds of the enforcement of the Transaction Security for all monies payable to it.

20. **MITIGATION BY THE LENDERS**

20.1 **Mitigation**

- (a) Each Finance Party shall, in consultation with the Parent, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 10.1 (*Illegality*) (or, in respect of the Issuing Bank, Clause 10.2 (*Illegality in relation to Issuing Bank*)), Clause 17 (*Tax gross-up and indemnities*) or Clause 18 (*Increased Costs*) or paragraph 3 of Schedule 4 (*Mandatory Cost formula*) including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.

(b) Paragraph (a) above does not in any way limit the obligations of any Obligor under the Finance Documents.

20.2 **Limitation of liability**

- (a) The Parent shall promptly indemnify each Finance Party for all costs and expenses reasonably incurred by that Finance Party as a result of steps taken by it under Clause 20.1 (*Mitigation*).
- (b) A Finance Party is not obliged to take any steps under Clause 20.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

21. **COSTS AND EXPENSES**

21.1 **Transaction expenses**

The Parent shall promptly on demand pay the Agent, the Arranger, the Issuing Bank and the Security Agent the amount of all costs and expenses (including legal fees and related VAT and disbursements as (i) set out in paragraph 1 of the Eversheds Fee Estimate emailed to Hugh Brown and John Wilkinson on 3 September 2010 by Paul Castle and (ii) otherwise as agreed by the Company and the Agent) reasonably incurred by any of them (and, in the case of the Security Agent, by any Receiver or Delegate) in connection with the negotiation, preparation, printing, execution, syndication and perfection of:

- (a) this Agreement and any other documents referred to in this Agreement and the Transaction Security; and
- (b) any other Finance Documents executed after the date of this Agreement.

21.2 **Amendment costs**

If (a) an Obligor requests an amendment, waiver or consent or (b) an amendment is required pursuant to Clause 33.10 (*Change of currency*), the Parent shall, within three Business Days of demand, reimburse each of the Agent and the Security Agent for the amount of all costs and expenses (including legal fees) reasonably incurred by the Agent and the Security Agent (and, in the case of the Security Agent, by any Receiver or Delegate) in responding to, evaluating, negotiating or complying with that request or requirement.

21.3 **Security Agent's ongoing costs**

- (a) In the event of (i) a Default or (ii) the Security Agent considering it necessary or expedient or (iii) the Security Agent being requested by an Obligor or the Majority Lenders to undertake duties which the Security Agent and the Parent agree to be of an exceptional nature and/or outside the scope of the normal duties of the Security Agent under the Finance Documents, the Parent shall pay to the Security Agent any additional remuneration that may be agreed between them.
- (b) If the Security Agent and the Parent fail to agree upon the nature of the duties or upon any additional remuneration, that dispute shall be determined by an investment bank (acting as an expert and not as an arbitrator) selected by the Security Agent and approved by the Parent or, failing approval, nominated (on the application of the Security Agent) by the President for the time being of the Law Society of England and Wales (the costs of the nomination and of the investment bank being payable by the Parent) and the determination of any investment bank shall be final and binding upon the parties to this Agreement.

21.4 **Enforcement and preservation costs**

The Parent shall, within three Business Days of demand, pay to the Arranger and each other Secured Party the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of or the preservation of any rights under any Finance Document and the Transaction Security and any proceedings instituted by or against the Security Agent as a consequence of taking or holding the Transaction Security or enforcing these rights.

22. **GUARANTEE AND INDEMNITY**

22.1 **Guarantee and indemnity**

Each Guarantor irrevocably and unconditionally jointly and severally:

- (a) guarantees to each Finance Party punctual performance by each other Obligor of all that Obligor's obligations under the Finance Documents;
- (b) undertakes with each Finance Party that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and
- (c) agrees with each Finance Party that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Finance Party immediately on demand against any cost, loss or liability it incurs as a result of an Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount payable by a Guarantor under this indemnity will not exceed the amount it would have had to pay under this Clause 22 if the amount claimed had been recoverable on the basis of a guarantee.

22.2 **Continuing Guarantee**

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

22.3 **Reinstatement**

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Finance Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Guarantor under this Clause 22 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

22.4 **Waiver of defences**

The obligations of each Guarantor under this Clause 22 will not be affected by an act, omission, matter or thing which, but for this Clause 22, would reduce, release or prejudice any of its obligations under this Clause 22 (without limitation and whether or not known to it or any Finance Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;

- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- (e) any amendment, novation, supplement, extension restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

22.5 **Guarantor Intent**

Without prejudice to the generality of Clause 22.4 (*Waiver of Defences*), each Guarantor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

22.6 **Immediate recourse**

Each Guarantor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Guarantor under this Clause 22. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

22.7 **Appropriations**

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, each Finance Party (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and

(b) hold in an interest-bearing suspense account any moneys received from any Guarantor or on account of any Guarantor's liability under this Clause 22.

22.8 **Deferral of Guarantors' rights**

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Clause 22:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party;
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Guarantor has given a guarantee, undertaking or indemnity under Clause 22.1 (*Guarantee and Indemnity*);
- (e) to exercise any right of set-off against any Obligor; and/or
- (f) to claim or prove as a creditor of any Obligor in competition with any Finance Party.

If a Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Finance Parties by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Finance Parties and shall promptly pay or transfer the same to the Agent or as the Agent may direct for application in accordance with Clause 33 (*Payment mechanics*).

22.9 **Release of Guarantors' right of contribution**

If any Guarantor (a "**Retiring Guarantor**") ceases to be a Guarantor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Retiring Guarantor then on the date such Retiring Guarantor ceases to be a Guarantor:

- (a) that Retiring Guarantor is released by each other Guarantor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Guarantor arising by reason of the performance by any other Guarantor of its obligations under the Finance Documents; and
- (b) each other Guarantor waives any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under any Finance Document or of any other security taken pursuant to, or in connection with, any Finance Document where such rights or security are granted by or in relation to the assets of the Retiring Guarantor.

22.10 **Additional security**

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party.

22.11 **Guarantee Limitations — France**

- (a) In respect of the obligations of any French Guarantor, the joint and several liability of such French Guarantor expressed to be assumed by it in its capacity as joint and several guarantor shall be limited to, only with respect to obligations of any Obligor which is not a Subsidiary of such French Guarantor, a maximum amount equal to the aggregate of all amounts borrowed by the relevant French Guarantor and, if any, its subsidiaries (i) directly under this Agreement and (ii) indirectly by way of intra group loans made available directly or indirectly by any member of the Group, provided at all times that any French Guarantor's liability under this Agreement shall not in any event exceed 80% of its net assets (*capitaux propres*).
- (b) In accordance with Article L.225-216 of the French Commercial Code, the joint and several liability of any French Guarantor expressed to be assumed by it in its capacity as joint and several guarantor shall not cover any obligation or liability under this Agreement incurred for the purpose of (i) advancing funds, granting loans or consenting to a security interest for the benefit of a third party with an intent to subscribe or purchase the shares of the relevant French Guarantor or (ii) engaging the relevant French Guarantor's assets in an operation bearing on their own capital.

22.12 **Guarantee Limitations — The Netherlands**

Notwithstanding any other provision of this Clause 22 the guarantee, indemnity and other obligations of any Obligor expressed to be assumed in this Clause 22 shall be deemed not to be assumed by such Obligor to the extent that the same would constitute unlawful financial assistance within the meaning of Article 2:207(c) or 2:98(c) of the Dutch Civil Code or any other applicable financial assistance rules under any relevant jurisdiction (the Netherlands "**Prohibition**") and the provisions of this Agreement and the other Finance Documents shall be construed accordingly. For the avoidance of doubt it is expressly acknowledged that the relevant Obligors will continue to guarantee all such obligations which, if included, do not constitute a violation of the Netherlands Prohibition.

22.13 **Guarantee Limitations — Singapore**

This guarantee does not apply to any liability to the extent that it would result in this guarantee constituting unlawful financial assistance under any applicable provisions under the laws of Singapore (the "**Singapore Prohibition**"). For the avoidance of doubt it is expressly acknowledged that the relevant Obligors who are providing a guarantee under this Clause 22 will continue to guarantee all such obligations which, if included, do not constitute a violation of the Singapore Prohibition.

22.14 **Guarantee limitation — Belgian Guarantor**

The total liability of each Belgian Guarantor under this Clause 22, shall at times be limited to an aggregate amount (without double counting) not exceeding the sum of:

- (a) any amounts owed by it or its direct or indirect Subsidiaries, if any, to the Finance Parties under the Finance Documents and the Belgian Guarantor shall guarantee such amounts in full;
- (b) the aggregate of all amounts borrowed by a Belgian Guarantor (or its direct or indirect Subsidiaries) under any intra-group arrangement (regardless of the form thereof) that

have been financed directly or indirectly by borrowing under the Finance Documents (without any reduction for any repayment thereof); and

(c) the higher of:

- (i) €9,000,000 (or its equivalent); or
- (ii) the aggregate of:
 - (A) ninety per cent (90%) of such Belgian Guarantor's own funds (*eigen vermogen/capitaux propres*) as referred to in section 88 of the Belgian Royal Decree of 30 January 2001 implementing the Belgian Companies Code, as shown by its most recent audited annual financial statements at the time the relevant demand is made; and
 - (B) an amount equal to any subordinated debt it may owe at the time a demand for payment under this Clause 22 is made.

The result of the calculation as described in (a), (b) and (c) above shall in relation to any relevant Belgian Guarantor be referred to as the "**Guaranteed Belgian Amount**".

Each Belgian Guarantor shall provide the Agent with an update on the relevant Guaranteed Belgian Amount upon the request of the Agent, with such information as the Agent may reasonably require, provided that the own funds (*eigen vermogen/capitaux propres*) as specified under (ii) above may be derived from the latest audited financial statements of the respective Belgian Guarantor.

23. REPRESENTATIONS

23.1 General

Each Obligor (or, where indicated, the Parent or specified Obligor alone) makes the representations and warranties set out in this Clause 23 to each Finance Party.

23.2 Status

- (a) It and each of its Subsidiaries is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) It and each of its Subsidiaries has the power to own its assets and carry on its business as it is being conducted.
- (c) Neither it nor any of its Subsidiaries has filed a settlement agreement (*minnelijk akkoord/accord amiable*) with two or more of its creditors pursuant to the Belgian Act of 31 January 2009 on the continuity of enterprises.

23.3 Binding obligations

Subject to the Legal Reservations and, in the case of any Transaction Security Document, the Perfection Requirements:

- (a) the obligations expressed to be assumed by it in each Finance Document to which it is a party are legal, valid, binding and enforceable obligations; and
- (b) (without limiting the generality of paragraph (a) above), each Transaction Security Document to which it is a party creates the security interests which that Transaction

Security Document purports to create and those security interests are valid and effective.

23.4 **Non-conflict with other obligations**

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents to which it is party and the granting of the Transaction Security does not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) except as disclosed to the Agent prior to the Signing Date as regards facilities owed by MRC Transmark Pte. Ltd. to DBS Bank Ltd., any agreement or instrument binding upon it or any of its Subsidiaries or any of its or any of its Subsidiaries' assets or constitute a default or termination event (however described) under any such agreement or instrument where such conflict in any such case would, or could reasonably be expected to, have a Material Adverse Effect.

23.5 **Power and authority**

- (a) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is or will be a party and the transactions contemplated by those Finance Documents.
- (b) No limit on its powers will be exceeded as a result of the borrowing, grant of security or giving of guarantees or indemnities contemplated by the Finance Documents to which it is a party.
- (c) In respect of an Australian Obligor only, it is not a trustee of any trust or settlement, and it is not entering into the Finance Documents in its capacity as trustee of any trust or settlement, other than as disclosed to the Agent in writing prior to the date it became an Obligor.

23.6 **Validity and admissibility in evidence**

- (a) All Authorisations required:
 - (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party; and
 - (ii) subject to the Legal Reservations and (in relation to the Transaction Security Documents) Perfection Requirements, to make the Finance Documents to which it is a party admissible in evidence in its Relevant Jurisdictions,have been obtained or effected and are in full force and effect except any Authorisation referred to in paragraphs (a)-(c) of Clause 23.9 (*No filing or stamp taxes*), which Authorisations will be promptly obtained or effected after the first Utilisation Date.
- (b) All Authorisations necessary for the conduct of its and its Subsidiaries, business, trade and ordinary activities have been obtained or effected and are in full force and effect if failure to obtain or effect those Authorisations has or is reasonably likely to have a Material Adverse Effect.

23.7 **Governing law and enforcement**

- (a) Subject to the Legal Reservations, the choice of governing law of the Finance Documents to which it is party will be recognised and enforced in its Relevant Jurisdictions.
- (b) Subject to the Legal Reservations, any judgment obtained in relation to a Finance Document to which it is party in the jurisdiction of the governing law of that Finance Document will be recognised and enforced in its Relevant Jurisdictions.

23.8 **Insolvency**

No:

- (a) corporate action, legal proceeding or other procedure or step described in paragraph (a) of Clause 27.7 (*Insolvency proceedings*); or
- (b) creditors' process described in Clause 27.8 (*Creditors' process*),

has been taken or, to its knowledge, threatened in relation to it; and none of the circumstances described in Clause 27.6 (*Insolvency*) applies to it.

23.9 **No filing or stamp taxes**

Under the laws of its Relevant Jurisdiction and subject to the Perfection Requirements, it is not necessary that the Finance Documents to which it is party be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to the Finance Documents to which it is party or the transactions contemplated by such Finance Documents except:

- (a) in respect of the English Obligors, registration of particulars of certain of the Transaction Security Documents at the Companies Registration Office in England and Wales under section 860 of the Companies Act 2006 and payment of associated fees;
- (b) in respect of the Non-English Obligors, any similar or equivalent registrations required to be made in their respective Relevant Jurisdictions; and
- (c) any other filing, recording or enrolling or any tax or fee which is referred to in any Legal Opinion,

each of which will be made or paid promptly and in any event within the period allowed by applicable law or the relevant Finance Document.

23.10 **Deduction of Tax**

To the extent an Obligor is an Original Borrower under this Agreement it is not required to make any deduction for or on account of Tax from any payment it may make under any Finance Document to which it is party to a Lender which is a Qualifying Lender:

- (a) except where a Direction has been given under section 931 of the ITA in relation to the payment concerned, falling within paragraph (i)(B) of the definition of Qualifying Lender ; or
- (b) subject in the case of a Treaty Lender to the completion of the relevant procedural formalities and, where applicable, the payment is one specified in a direction given by the Commissioners of Revenue & Customs under Regulation 2 of the Double Taxation Relief (Taxes on Income) (General) Regulations 1970 (SI 1970/488).

23.11 **No default**

- (a) No Event of Default and, on the date of this Agreement and on the first Utilisation Date, no Default has occurred and is continuing.
- (b) No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (however described) under any other agreement or instrument which is binding on it or any of its Subsidiaries or to which its (or any of its Subsidiaries') assets are subject which has or is reasonably likely to have a Material Adverse Effect.

23.12 **No misleading information**

In respect of the Parent only:

- (a) any factual information contained in the Financial Assistance Memo is true and accurate in all material respects; and
- (b) no event or circumstance has occurred or arisen and no information has been omitted from the Financial Assistance Memo and no information has been given or withheld that results in the material factual information contained in the Financial Assistance Memo being untrue or misleading in any material respect.

23.13 **Original Financial Statements**

- (a) Its Original Financial Statements were prepared in accordance with the Accounting Principles consistently applied unless expressly disclosed to the Agent in writing to the contrary.
- (b) The unaudited Original Financial Statements of the Parent fairly represent the financial condition and results of operations of the Group for the relevant month unless expressly disclosed to the Agent in writing to the contrary prior to the date of this Agreement.
- (c) Its audited Original Financial Statements give a true and fair view of its financial condition and results of operations during the relevant financial year unless expressly disclosed to the Agent in writing to the contrary prior to the date of this Agreement.
- (d) There has been no material adverse change in its assets, business or financial conditions or, in respect of the Parent only, the assets, business or financial condition of the Group, since the date of the Original Financial Statements.
- (e) Its most recent financial statements delivered pursuant to Clause 24.1 (*Financial Statements*):
 - (i) have been prepared in accordance with the Accounting Principles as applied in the Original Financial Statements, save to the extent dealt with in accordance with Clause 24.3(c); and
 - (ii) give a true and fair view of (if audited) or fairly present (if unaudited) its consolidated financial condition as at the end of, and consolidated results of operations for, the period to which they relate.
- (f) In respect of the Parent only, the budgets and forecasts supplied under this Agreement were arrived at after careful consideration and have been prepared in

good faith on the basis of recent historical information and on the basis of assumptions which were reasonable as at the date they were prepared and supplied.

23.14 **No proceedings pending or threatened**

No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, if adversely determined, are reasonably likely to have a Material Adverse Effect have (to the best of its knowledge and belief (having made due and careful enquiry)) been started or threatened against it or any of its Subsidiaries.

23.15 **No breach of laws**

- (a) It has not (and none of its Subsidiaries has) breached any law or regulation which breach has or is reasonably likely to have a Material Adverse Effect.
- (b) No labour disputes are current or, to the best of its knowledge and belief (having made due and careful enquiry), threatened against it or any of its Subsidiaries which have or are reasonably likely to have a Material Adverse Effect.
- (c) In respect of an Australian Obligor only, the execution and performance by it of its obligations under the Finance Documents to which it is expressed to be a party does not breach or directly or indirectly result in a breach of the Corporations Act (including Part 2E or Part 2J of the Corporations Act).

23.16 **Environmental laws**

- (a) It and each of its Subsidiaries is in compliance with Clause 26.3 (*Environmental compliance*) and to the best of its knowledge and belief (having made due and careful enquiry) no circumstances have occurred which would prevent such compliance, in a manner or to an extent which has or is reasonably likely to have a Material Adverse Effect.
- (b) No Environmental Claim has been commenced or (to the best of its knowledge and belief (having made due and careful enquiry)) is threatened against it or any of its Subsidiaries where that claim has or is reasonably likely, if determined against that member of the Group, to have a Material Adverse Effect.
- (c) The cost to it or any of its Subsidiaries of compliance with Environmental Laws (including Environmental Permits) as to the first Utilisation Date is (to the best of its knowledge and belief, having made due and careful enquiry) is adequately provided for in the Budget 2010.

23.17 **Taxation**

- (a) It is not (and none of its Subsidiaries is) materially overdue in the filing of any Tax returns and it is not (and none of its Subsidiaries is) overdue in the payment of any amount in respect of Tax of in excess of €1,000,000 (or its equivalent in any other currency) or more.
- (b) No claims or investigations are being made or conducted against it (or any of its Subsidiaries) where such claim or investigation has or is reasonably likely to have a Material Adverse Effect.
- (c) It is resident for Tax purposes only in the jurisdiction of its incorporation.

23.18 **Security and Financial Indebtedness**

- (a) No Security or Quasi-Security exists over all or any of its or its Subsidiaries present or future assets other than as permitted by this Agreement.
- (b) Neither it nor its Subsidiaries have any Financial Indebtedness outstanding other than as permitted by this Agreement.
- (c) It and each of its Subsidiaries is the sole legal and beneficial owner of the respective assets over which it purports to grant Security.

23.19 **Ranking**

Subject to the Legal Reservation and the Perfection Requirements, the Transaction Security granted by it (or to be granted by it) has or will have the ranking in priority which it is expressed to have in the Transaction Security Documents to which it is a party and it is not subject to any prior ranking or *pari passu* ranking Security.

23.20 **Good title to assets**

It and each of its Subsidiaries has a good, valid and marketable title to, or valid leases or licences of, and all appropriate Authorisations to use, the assets necessary to carry on its business as presently conducted, save where failure to do so could not, or could not reasonably be expected to have, a Material Adverse Effect.

23.21 **Shares**

- (a) The shares of it and any of its Subsidiaries which are subject to the Transaction Security are fully paid and not subject to any option to purchase or similar rights.
- (b) In respect of:
 - (i) all Obligors other than MRC Transmark Pty Ltd ACN 080 156 378, the constitutional documents of it and any of its Subsidiaries do not and could not restrict or inhibit any transfer of those shares on creation or enforcement of the Transaction Security; and
 - (ii) MRC Transmark Pty Ltd ACN 080 156 378, its constitutional documents do not and could not restrict or inhibit any transfer of those shares on creation or enforcement of the Transaction Security unless any applicable stamp duty or other taxes of a similar nature on the transfer are payable but unpaid.

23.22 **Intellectual Property**

It and each of its Subsidiaries:

- (a) is the sole legal and beneficial owner of or has licensed to it on normal commercial terms all the Intellectual Property which is material in the context of its business and which is required by it in order to carry on its business as it is being conducted;
- (b) does not in carrying on its businesses, infringe any Intellectual Property of any third party in any respect which has or is reasonably likely to have a Material Adverse Effect; and
- (c) there has been no material infringement or (so far as it is aware) threatened or suspected infringement of or challenge to the validity of any material Intellectual

Property owned by or licensed to it or any of its Subsidiaries, where such infringement would, or would reasonably be expected to, have a Material Adverse Effect.

23.23 **Group Structure Chart**

In respect of the Parent only the Group Structure Chart delivered to the Agent pursuant to Part I of Schedule 2 (*Conditions Precedent*) is true, complete and accurate in all material respects and shows the following information

- (a) each member of the Group, including current name and company registration number, its jurisdiction of incorporation and/or establishment and indicating whether a company is a Dormant Subsidiary or is not a company with limited liability; and
- (b) all minority interests in any member of the Group and any person in which any member of the Group holds shares in its issued share capital or equivalent ownership interest of such person.

23.24 **Accounting reference date**

The Accounting Reference Date of it and its Subsidiaries is 31 December.

23.25 **Centre of main interests and establishments**

In respect of Obligors incorporated in the European Union only, for the purposes of The Council of the European Union Regulation No. 1346/2000 on Insolvency Proceedings (the "**Regulation**"), its centre of main interest (as that term is used in Article 3(1) of the Regulation) is situated in its jurisdiction of incorporation and it has no "establishment" (as that term is used in Article 2(h) of the Regulations) in any other jurisdiction.

23.26 **No adverse consequences**

- (a) It is not necessary under the laws of its Relevant Jurisdictions:
 - (i) in order to enable any Finance Party to enforce its rights under any Finance Document to which that Obligor is a party; or
 - (ii) by reason of the execution of any Finance Document or the performance by it of its obligations under any Finance Document to which that Obligor is party, that any Finance Party should be licensed, qualified or otherwise entitled to carry on business in any of its Relevant Jurisdictions.
- (b) No Finance Party is or will be deemed to be resident, domiciled or carrying on business in its Relevant Jurisdictions by reason only of the execution, performance and/or enforcement of any Finance Document to which that Obligor is party.

23.27 **Dormant Companies**

In respect of the Parent only, each company referred to in the definition of "Dormant Subsidiary" is a Dormant Subsidiary.

23.28 **Pensions**

Except for the pension schemes in Belgium and the Netherlands disclosed to the Agent by the Company prior to the Signing Date, neither it nor any of its Subsidiaries is or has at any time been liable in whatever capacity for liabilities under or in respect of a defined benefit pension scheme (or its equivalent in other jurisdictions).

23.29 **Times when representations made**

- (a) All the representations and warranties in this Clause 23 are made by each Original Obligor on the date of this Agreement and on the first Utilisation Date.
- (b) The Repeating Representations are deemed to be made by each Obligor on the date of each Utilisation Request, on each other Utilisation Date and on the first day of each Interest Period.
- (c) All the representations and warranties in this Clause 23 except Clause 23.12 (*No misleading information*), Clause 23.23 (*Group Structure Chart*) and Clause 23.27 (*Dormant Companies*) are deemed to be made by each Additional Obligor on the day on which it becomes (or it is proposed that it becomes) an Additional Obligor.
- (d) Each representation or warranty deemed to be made after the date of this Agreement shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

24. **INFORMATION UNDERTAKINGS**

The undertakings in this Clause 24 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

In this Clause 24:

“**Annual Financial Statements**” means the financial statements for a Financial Year delivered pursuant to paragraph (a) of Clause 24.1 (*Financial statements*).

“**Quarterly Financial Statements**” means the financial statements delivered pursuant to paragraph (b) of Clause 24.1 (*Financial statements*).

24.1 **Financial statements**

The Parent shall supply to the Agent in sufficient copies for all the Lenders:

- (a) as soon as they are available, but in any event within 180 days after the end of each of its Financial Years:
 - (i) its audited consolidated financial statements for that Financial Year;
 - (ii) the audited financial statements (consolidated if appropriate) of each Obligor for that Financial Year;
 - (iii) if requested by the Agent, a year end stock and debtor report for the Group prepared by the Auditors on terms acceptable to the Agent (acting reasonably).
- (b) as soon as they are available, but in any event within 30 days after the end of each Financial Quarter of each of its Financial Years its consolidated financial statements for that Financial Quarter (including cumulative management accounts for the year to date); and
- (c) promptly following the end of each month, a current asset (broken down for debtors by ageing) and stock report for the Group (in the agreed form), in each case, on a country by country basis.

24.2 **Provision and contents of Compliance Certificate**

- (a) The Parent shall supply a Compliance Certificate to the Agent with each set of its audited consolidated Annual Financial Statements and each set of the Quarterly Financial Statements.
- (b) The Compliance Certificate shall, amongst other things, set out (in reasonable detail) computations as to compliance with Clause 25 (*Financial Covenants*).
- (c) Each Compliance Certificate shall be signed by two directors of the Parent and, if required to be delivered with the audited consolidated Annual Financial Statements of the Parent and if requested by the Agent shall be reported on by the Auditors, in the form agreed by the Parent and the Agent acting reasonably and in good faith.

24.3 **Requirements as to financial statements**

- (a) The Parent shall procure that each set of Annual Financial Statements and Quarterly Financial Statements includes a balance sheet, profit and loss account and cashflow statement. In addition the Parent shall procure that:
 - (i) each set of Annual Financial Statements shall be audited by the Auditors; and
 - (ii) each set of Quarterly Financial Statements includes a cashflow forecast in respect of the Group in respect of the remainder of that Financial Year.
- (b) The Parent shall procure that each set of financial statements delivered pursuant to Clause 24.1 (*Financial statements*):
 - (i) shall give a true and fair view of (in the case of Annual Financial Statements for any Financial Year), or fairly representing (in other cases), the financial condition and operations of the relevant Obligor as at the date as at which those financial statements were drawn up and, in the case of the Annual Financial Statements, shall be accompanied by any letter addressed to the management of the relevant company by the Auditors and accompanying those Annual Financial Statements;
 - (ii) in the case of consolidated financial statements of the Group, shall be accompanied by a statement by the Chief Financial Officer of the Parent comparing actual performance for the period to which the financial statements relate to:
 - (A) the projected performance for that period set out in the Budget; and
 - (B) the actual performance for the corresponding period in the preceding Financial Year of the Group; and
 - (iii) in the case of the Quarterly Financial Statements shall be accompanied by a statement by the Chief Financial Officer commenting on the performance of the Group for the month to which the financial statements relate and the Financial Year to date and any material developments or proposals affecting the Group or its business.
- (c) The Parent shall procure that each set of financial statements delivered under Clause 24.1 (*Financial statements*), in the case of any member of the Group (other than an Obligor), shall be prepared in accordance with the Accounting Principles and, in the case of any Obligor, shall be prepared using the Accounting Principles, accounting practices and financial reference periods consistent with those applied in the

preparation of the Original Financial Statements of that Obligor, unless, in relation to any set of financial statements of an Obligor, the Parent notifies the Agent that there has been a change in the Accounting Principles or the accounting practices and delivers to the Agent (together the "Reconciliation Statement"):

- (i) a description of any change necessary for those financial statements to reflect the Accounting Principles or accounting practices upon which that Obligor's Original Financial Statements were prepared; and
- (ii) sufficient information, in such a form and substance as may be reasonably required by the Agent, to enable the Lenders:
 - (A) to determine whether Clause 25 (*Financial covenants*) has been complied with;
 - (B) to determine the Margin as set out in the definition of "Margin";
 - (C) to make an accurate comparison between the financial position indicated in those financial statements and that Obligor's Original Financial Statements; and
 - (D) to verify the calculation of Distributable Net Profits is correct in any certificate delivered under paragraph (v) of the definition of Permitted Distribution.
- (d) If the Parent notifies the Agent of any change pursuant to paragraph (c) above the Parent and the Agent (acting on the instructions of the Majority Lenders) shall consult together for not more than 30 days in good faith to agree the changes referred to in paragraph (c) and any other amendments to this Agreement which are necessary as a result of the change so notified. Any changes or amendments so agreed in writing will take effect and be binding on the Parties but until such changes are agreed any reference in this Agreement to any financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.
- (e) The Parent will procure that, if requested by the Agent, the Auditors shall as soon as reasonably possible confirm to the Finance Parties that any Reconciliation Statement complies with the requirements of this Clause 24.3.
- (f) The Parties agree that in the event of a reorganisation or liquidation permitted under paragraph (e) of the definition of Permitted Transaction, the Parent will provide a Reconciliation Statement in relation to the Accounting Principles and accounting practices used in preparing the Original Financial Statements of the Parent and any financial statements of the new Obligor:
 - (i) between UK GAAP, IFRS and Dutch GAAP, if at that time in the reasonable opinion of the Agent:
 - (A) there are material differences between those accounting principles and/or accounting practices or their application or interpretation (and the Parent will procure, if requested by the Agent, the Auditors promptly confirm at that time whether or not such material differences exist); or
 - (B) it is needed to determine Distributable Net Profits of the new Obligor; and
 - (ii) between Dutch GAAP and any other relevant accounting principles other than UK GAAP or IFRS.

- (g) In the event that there is a change in the Accounting Principles used by any member of the Group in relation to the accounting of leases, which has the effect that any lease (each a **"Non-Finance Lease"**) which before such change is not accounted for by a member of the Group under the Accounting Principles as a Finance Lease will, following such change, be accounted for by such member of the Group under the Accounting Principles as a Finance Lease, without prejudice to the obligations of the Obligors under paragraphs (c) and (d) above and subject to any changes as may be agreed (if any) under paragraph (d) above, to the extent that and for so long as such Non-Finance Leases are accounted for under the Accounting Principles at that time as Finance Leases, references in this Agreement to Finance Leases shall exclude any such Non-Finance Leases.

24.4 **Budget**

- (a) The Parent shall supply to the Agent in sufficient copies for all the Lenders, as soon as the same become available but in any event within 15 days before the start of each of its Financial Years, an annual Budget for that financial year.
- (b) The Parent shall ensure that each Budget:
- (i) is in a form reasonably acceptable to the Agent and includes a projected consolidated profit and loss, balance sheet and cashflow statement for the Group and projected financial covenant calculations;
 - (ii) is prepared in accordance with the Accounting Principles and the accounting practices and financial reference periods applied to financial statements under Clause 24.1 (*Financial statements*); and
 - (iii) has been approved by the board of directors of the Parent.
- (c) If the Company updates or changes the Budget, it shall promptly deliver to the Agent, in sufficient copies for each of the Lenders, such updated or changed Budget together with a written explanation of the main changes in that Budget.

24.5 **Group companies**

The Parent shall, in each Compliance Certificate delivered with the financial statements required to be provided under Clause 24.1(a)(i) (*Financial statements*), report on which of its Subsidiaries are Material Companies and confirm that the aggregate of earnings before interest, tax, depreciation and amortisation (calculated on the same basis as Consolidated EBITDA, as defined in Clause 25 (*Financial Covenants*)) and that the aggregate gross assets, aggregate net assets and aggregate turnover of the Guarantors (calculated on an unconsolidated basis and excluding all intra-group items) exceeds 80% of Consolidated EBITDA (as defined in Clause 25 (*Financial Covenants*)) and the consolidated gross assets, net assets and turnover of the Group.

24.6 **Presentations**

Once in every Financial Year, at least two officers of the Parent and the Company (one of whom shall be the chief financial officer) must give a presentation to the Finance Parties about the on-going business and financial performance of the Group.

24.7 **Year-end**

The Parent shall procure that each Financial Year-end of each member of the Group falls on 31 December.

24.8 Information: miscellaneous

The Parent shall supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests):

- (a) at the same time as they are dispatched, copies of all documents dispatched by the Parent to its shareholders generally (or any class of them) or dispatched by the Parent or any Obligors to its creditors generally (or any class of them);
- (b) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any member of the Group, and which, if adversely determined, are reasonably likely to have a Material Adverse Effect or which would involve a liability, or a potential or alleged liability, exceeding €1,000,000 (or its equivalent in other currencies);
- (c) promptly, such information as the Security Agent may reasonably require about the Charged Property and compliance of the Obligors with the terms of any Transaction Security Documents; and
- (d) promptly on request, such further information regarding the financial condition, assets and operations of the Group and/or any member of the Group as any Finance Party through the Agent may reasonably request including, without limitation, any actuarial report prepared in respect of any pension scheme of a Belgian Obligor as soon as the same is available.

24.9 Notification of default

- (a) Each Obligor shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).
- (b) Promptly upon a request by the Agent, the Parent shall supply to the Agent a certificate signed by two of its directors or senior officers on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

24.10 "Know your customer" checks

- (a) If:
 - (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;
 - (ii) any change in the status of an Obligor or the composition of the shareholders of an Obligor after the date of this Agreement; or
 - (iii) a proposed assignment or transfer by a Lender of any of its rights and/or obligations under this Agreement to a party that is not a Lender prior to such assignment or transfer,obliges the Agent or any Lender (or, in the case of paragraph (iii) above, any prospective new Lender) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, each Obligor shall promptly upon the request of the Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or, in the case of the event described in paragraph (iii) above, on behalf of any

prospective new Lender) in order for the Agent, such Lender or, in the case of the event described in paragraph (iii) above, any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

- (b) Each Lender shall promptly upon the request of the Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself) in order for the Agent to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.
- (c) The Parent shall, by not less than 10 Business Days' prior written notice to the Agent, notify the Agent (which shall promptly notify the Lenders) of its intention to request that one of its Subsidiaries becomes an Additional Obligor pursuant to Clause 29 (*Changes to the Obligors*).
- (d) Following the giving of any notice pursuant to paragraph (c) above or at any other time that a person is to become an Additional Obligor, if the accession of such Additional Obligor obliges the Agent or any Lender to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, the Parent shall promptly upon the request of the Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or on behalf of any prospective new Lender) in order for the Agent or such Lender or any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the accession of such Subsidiary to this Agreement as an Additional Obligor.

25. **FINANCIAL COVENANTS**

25.1 **Financial definitions**

In this Agreement:

"Adjusted EBITDA" means, in relation to a Relevant Period, Consolidated EBITDA for that Relevant Period adjusted by:

- (a) including the operating profit before interest, tax, depreciation, amortisation and impairment charges (calculated on the same basis as Consolidated EBITDA) of a member of the Group for the Relevant Period (or attributable to a business or assets acquired during the Relevant Period) prior to its becoming a member of the Group or (as the case may be) prior to the acquisition of the business or assets; and
- (b) excluding operating profit before interest, tax, depreciation, amortisation and impairment charges (calculated on the same basis as Consolidated EBITDA) attributable to any member of the Group (or to any business or assets) disposed of during the Relevant Period.

"Borrowings" means, at any time, the aggregate outstanding principal, capital or nominal amount (and any fixed or minimum premium payable on prepayment or redemption) of any indebtedness of members of the Group for or in respect of:

- (a) moneys borrowed and debit balances at banks or other financial institutions;

- (b) any acceptances under any acceptance credit or bill discount facility (or dematerialised equivalent);
 - (c) any note purchase facility or the issue of bonds (but not Trade Instruments), notes, debentures, loan stock or any similar instrument;
 - (d) any Finance Lease;
 - (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
 - (f) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument (but not, in any case, Trade Instruments) issued by a bank or financial institution in respect of (i) an underlying liability of an entity which is not a member of the Group which liability would fall within one of the other paragraphs of this definition or (ii) any liabilities of any member of the Group relating to any post-retirement benefit scheme;
 - (g) any amount raised by the issue of shares which are redeemable (other than at the option of the issuer) before the Termination Date or are otherwise classified as borrowings under the Accounting Principles;
 - (h) any amount of any liability under an advance or deferred purchase agreement if the primary reasons behind the entry into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question and payment is due more than 180 days after the date of supply or is deferred by more than 180 days;
 - (i) any amount raised under any other transaction (including any forward sale or purchase agreement, sale and sale back or sale and leaseback agreement) which is classified as borrowings under the Accounting Principles; and
 - (j) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above,
- but excluding for the avoidance of doubt all pension-related liabilities.

“**Consolidated EBITDA**” means, in respect of any Relevant Period, EBIT for that Relevant Period **after adding back** any amount attributable to amortisation, depreciation or impairment of assets of members of the Group (and taking no account of the reversal of any previous impairment charge made in the Relevant Period).

“**EBIT**” means, in respect of any Relevant Period, the consolidated operating profit of the Group before taxation (including the results from discontinued operations):

- (a) **before deducting** any Finance Charges;
- (b) **not including** any accrued interest owing to any member of the Group;
- (c) before taking into account any Exceptional Items;
- (d) plus or minus the Group’s share of the profits or losses of Non-Group Entities;
- (e) **before taking into account** any unrealised gains or losses on any financial instrument;
- (f) **before taking into account** any gain or loss arising from an upward or downward revaluation of any other asset;

(g) before taking into account any Pension Items; and

(h) before deducting any Transaction Costs,

in each case, to the extent added, deducted or taken into account, as the case may be, for the purposes of determining operating profits of the Group before taxation.

“**Exceptional Items**” means any exceptional, one off, non-recurring or extraordinary items.

“**Finance Charges**” means, for any Relevant Period, the aggregate amount of the accrued interest, commission, fees, discounts, prepayment fees, premiums or charges and other finance payments in respect of Borrowings whether paid, payable by any member of the Group (calculated on a consolidated basis) in respect of that Relevant Period:

(a) **excluding** any upfront fees or costs which are included as part of the effective interest rate adjustments;

(b) **including** the interest (but not the capital) element of payments in respect of Finance Leases;

(c) **including** any commission, fees, discounts and other finance payments payable by (and deducting any such amounts payable to) any member of the Group under any interest rate hedging arrangement except upon the close out of any interest rate hedging arrangement, in which case any payments or receipts by members of the Group in relation to such hedging arrangements arising only on such close out will be amortised over the period that the interest rate hedging arrangement related to and will constitute Finance Charges in the Relevant Period only to the extent amortised in such Relevant Period;

(d) **excluding** any Transaction Costs;

(e) **excluding** any interest cost in relation to any post-employment benefit schemes;

(f) if a Joint Venture is accounted for on a proportionate consolidation basis, after **adding** the Group's share of the finance costs or interest receivable of the Joint Venture;

(g) taking no account of any unrealised gains or losses on any financial instruments; and

(h) **excluding** any capitalised interest,

and so that no amount shall be added (or deducted) more than once.

“**Finance Lease**” means any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease.

“**Financial Quarter**” means the period commencing on the day after one Quarter Date and ending on the next Quarter Date.

“**Financial Year**” means the annual accounting period of the Group ending on or about 31 December in each year.

“**Interest Cover**” means the ratio of Consolidated EBITDA to Net Finance Charges in respect of any Relevant Period.

“**Leverage**” means, in respect of any Relevant Period, the ratio of Total Net Debt on the last day of that Relevant Period to Adjusted EBITDA in respect of that Relevant Period.

"**Net Finance Charges**" means, for any Relevant Period, the Finance Charges for that Relevant Period after **deducting** any interest payable in that Relevant Period to any member of the Group on any Cash or Cash Equivalent Investment.

"**Non-Group Entity**" means any investment or entity (which is not itself a member of the Group (including associates and Joint Ventures)) in which any member of the Group has an ownership interest.

"**Pension Items**" means any income or charge attributable to a post-employment benefit scheme other than the current service costs and any past service costs and curtailments and settlements attributable to the scheme.

"**Quarter Date**" means each of 31 March, 30 June, 30 September and 31 December.

"**Relevant Period**" means each period of twelve months ending on or about the last day of the Financial Year and each period of twelve months ending on or about the last day of each Financial Quarter.

"**Total Net Debt**" means, at any time, the aggregate amount of all obligations of members of the Group for or in respect of Borrowings at that time but:

- (a) **excluding** any such obligations to any other member of the Group;
- (b) **excluding** the principal outstanding amount of any Permitted Financial Indebtedness permitted under paragraph (b) of the definition of Permitted Financial Indebtedness;
- (c) **including**, in the case of Finance Leases only, their capitalised value; and
- (d) **deducting** the aggregate amount of Cash and Cash Equivalent Investments held by any **member** of the Group at that time,

and so that no amount shall be included or excluded more than once.

"**Transaction Costs**" means the costs, fees and expenses incurred by the Group in connection with the refinancing of the Existing Facilities and documentation, implementation and funding of the Revolving Facility and the MOF Facility Agreement in the amount specified in the certificate delivered to the Agent under paragraph 5 of Part I of Schedule 2 (*Conditions Precedent*).

25.2 **Financial condition**

The Parent shall ensure that:

- (a) *Interest Cover*: Interest Cover in respect of any Relevant Period shall not be less than 3.5:1.
- (b) *Leverage*: Leverage in respect of any Relevant Period shall not exceed 2.50:1.

25.3 **Financial testing**

- (a) The financial covenants set out in Clause 25.2 (*Financial condition*) shall be calculated in accordance with the Accounting Principles and tested by reference to each of the financial statements delivered pursuant to paragraphs (a)(i) and (b) of Clause 24.1 (*Financial Statements*) and/or each Compliance Certificate delivered pursuant to Clause 24.2 (*Provision and contents of Compliance Certificate*).

- (b) For the purpose of any calculation in respect of this Clause 25, the exchange rate used to translate any amount not in the Base Currency into the Base Currency for the purpose of calculating:
- (i) EBIT, Adjusted EBITDA, Consolidated EBITDA and Net Finance Charges shall be, in respect of any component of EBIT, Consolidated EBITDA, Adjusted EBITDA and Net Finance Charges arising in any Relevant Period: (A) subject to paragraph (B) below, the average of the relevant ECB Rates on the last Business Day of each month during the Relevant Period (or if such ECB Rates are not available on that day, on the next Business Day on which such rates are available) and (B) to the extent that the Relevant Period includes any period of a prior Financial Year of the Parent (the "**Preceding Period**"), in respect of any component of EBIT, Consolidated EBITDA, Adjusted EBITDA and Net Finance Charges arising in such Preceding Period, the average of the relevant ECB rates for that Financial Year, as will be or have been used (on a basis consistent with exchange rate calculations in the Original Financial Statements of the Parent) for the purposes of exchange rate calculations in the Annual Financial Statements of the Parent for such Financial Year; and
 - (ii) in respect of any component of Total Net Debt, the relevant ECB Rates on the last Business Day of the Relevant Period, or if such ECB Rates are not available on that day, on the next Business Day on which such rates are available.

26. **GENERAL UNDERTAKINGS**

The undertakings in this Clause 26 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

26.1 **Authorisations**

Each Obligor shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) supply, if requested by the Agent in writing, certified copies to the Agent of,

any Authorisation required under any law or regulation of a Relevant Jurisdiction to:

- (i) enable it to perform its obligations under the Finance Documents;
- (ii) ensure (subject to the Legal Reservations and the Perfection Requirements) the legality, validity, enforceability or admissibility in evidence of any Finance Document; and
- (iii) carry on its business where failure to do so has or is reasonably likely to have a Material Adverse Effect.

26.2 **Compliance with laws**

Each Obligor shall (and the Parent shall ensure that each member of the Group will) comply in all respects with all laws to which it may be subject, if failure so to comply has or is reasonably likely to have a Material Adverse Effect.

26.3 **Environmental compliance**

Each Obligor shall (and the Parent shall ensure that each member of the Group will):

- (a) comply with all Environmental Law;
- (b) obtain, maintain and ensure compliance with all Environmental Permits required in connection with its business;
- (c) implement procedures to monitor compliance with and to prevent liability under any Environmental Law, where failure to do so has or is reasonably likely to have a Material Adverse Effect.

26.4 **Environmental claims**

Each Obligor shall (through the Parent), promptly upon becoming aware of the same, inform the Agent in writing of:

- (a) any Environmental Claim against any member of the Group which is current, pending or threatened; and
- (b) any facts or circumstances which are reasonably likely to result in any Environmental Claim being commenced or threatened against any member of the Group, where the claim, if determined against that member of the Group, has or is reasonably likely to have a Material Adverse Effect.

26.5 **Taxation**

- (a) Each Obligor shall (and the Parent shall ensure that each member of the Group will) pay and discharge all Taxes imposed upon it or its assets within the time period allowed without incurring penalties unless and only to the extent that:
 - (i) such payment is being contested in good faith;
 - (ii) adequate reserves are being maintained for those Taxes and the costs required to contest them which have been disclosed in its latest financial statements delivered to the Agent under Clause 24.1 (*Financial statements*); and
 - (iii) such payment can be lawfully withheld and failure to pay those Taxes does not have or is not reasonably likely to have a Material Adverse Effect.
- (b) No member of the Group may change its residence for Tax purposes without the consent of the Majority Lenders (not to be unreasonably withheld or delayed).

26.6 **Merger**

No Obligor shall (and the Parent shall ensure that no other member of the Group will) enter into any amalgamation, demerger, merger, consolidation or corporate reconstruction other than a Permitted Transaction or with the prior consent of the Majority Lenders (not to be unreasonably withheld or delayed provided that it shall be reasonable for the Majority Lenders not to give their consent to any such step in the event that they are not satisfied that the Finance Parties will enjoy at least the same or equivalent Transaction Security over the same assets and the same or equivalent guarantee in an amount not less than any guarantee provided before such steps, in each case enjoyed by them prior to such steps).

26.7 **Change of business**

The Parent shall procure that no substantial change is made to the general nature of the business of the Group taken as a whole from that carried on by the McJunkin Group at the date of this Agreement.

26.8 **Acquisitions**

- (a) Except as permitted under paragraph (b) below, no Obligor shall (and the Parent shall ensure that no other member of the Group will):
 - (i) acquire a company or any shares or securities or a business or undertaking (or, in each case, any interest in any of them); or
 - (ii) incorporate a company.
- (b) Paragraph (a) above does not apply to an acquisition of a company, of shares, securities or a business or undertaking (or, in each case, any interest in any of them) or the incorporation of a company which is:
 - (i) a Permitted Acquisition; or
 - (ii) a Permitted Transaction.

26.9 **Joint ventures**

- (a) Except as permitted under paragraph (b) below, no Obligor shall (and the Parent shall ensure that no member of the Group will):
 - (i) enter into, invest in or acquire (or agree to acquire) any shares, stocks, securities or other interest in any Joint Venture; or
 - (ii) transfer any assets or lend to or guarantee or give an indemnity for or give Security for the obligations of a Joint Venture or maintain the solvency of or provide working capital to any Joint Venture (or agree to do any of the foregoing).
- (b) Paragraph (a) above does not apply to any acquisition of (or agreement to acquire) any interest in a Joint Venture or transfer of assets (or agreement to transfer assets) to a Joint Venture or loan made to or guarantee given in respect of the obligations of a Joint Venture:
 - (i) if such transaction has occurred before the date of this Agreement;
 - (ii) in relation to any transfer of assets to a Joint Venture in the ordinary course of trading on arm's length terms for full market value;
 - (iii) if such transaction is a Permitted Acquisition, a Permitted Disposal, a Permitted Loan or a Permitted Joint Venture; or
 - (iv) if such Joint Venture is acquired as part of Permitted Acquisition (save under paragraph (f) of that definition) provided that such Joint Venture is a limited liability entity or held via a limited liability entity.

26.10 **Preservation of assets**

Each Obligor shall (and the Parent shall ensure that each member of the Group will) maintain in good working order and condition (ordinary wear and tear excepted) all of its assets necessary in the conduct of its business from time to time.

26.11 **Pari passu ranking**

Each Obligor shall ensure that at all times any unsecured and unsubordinated claims of a Finance Party or Hedge Counterparty or MOF Lender against it under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.

26.12 **Negative pledge**

In this Clause 26.12, "**Quasi-Security**" means an arrangement or transaction described in paragraph (b) below.

Except as permitted under paragraph (c) below:

- (a) No Obligor shall (and the Parent shall ensure that no other member of the Group will) create or permit to subsist any Security over any of its assets.
- (b) No Obligor shall (and the Parent shall ensure that no other member of the Group will):
 - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group;
 - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - (iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
 - (iv) enter into any other preferential arrangement having a similar effect,in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.
- (c) Paragraphs (a) and (b) above do not apply to any Security or (as the case may be) Quasi-Security, which is:
 - (i) Permitted Security; or
 - (ii) a Permitted Transaction.

26.13 **Disposals**

- (a) Except as permitted under paragraph (b) below, no Obligor shall (and the Parent shall ensure that no member of the Group will) enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset.

(b) Paragraph (a) above does not apply to any sale, lease, transfer or other disposal which is:

- (i) a Permitted Disposal; or
- (ii) a Permitted Transaction.

26.14 Arm's length basis

(a) Except as permitted by paragraph (b) below, no Obligor shall (and the Parent shall ensure no member of the Group will) enter into any transaction with any person except on arm's length terms and for market value (or on terms that are more favourable to the relevant member of the Group).

(b) The following transactions shall not be a breach of this Clause 26.14:

- (i) intra-group loans permitted under Clause 26.15 (*Loans or credit*);
- (ii) fees, costs and expenses payable under the Finance Documents in the amounts set out in the Finance Documents delivered to the Agent under Clause 4.1 (*Initial conditions precedent*) or agreed by the Agent;
- (iii) any arrangement in respect of, or the making of, a Permitted Payment under paragraph (b) of that definition or Permitted Distribution under paragraph (c)(ii) of that definition or any transaction to facilitate the making of the same;
- (iv) transactions between Obligors or loans by Obligors to members of the Group which are not Obligors to the extent permitted by paragraph (e) of the definition of Permitted Loan or guarantees given by Obligors in respect of the liabilities of non-Obligors to the extent permitted by the definition of Permitted Guarantee;
- (v) transactions between non-Obligors;
- (vi) any transaction with any employee or member of management of any member of the Group pursuant to an employee or management participation or incentive scheme; and
- (vii) loans to or guarantees of indebtedness of directors or employees of members of the Group to the extent permitted under paragraph (f) of the definition of Permitted Loan; and
- (viii) any Permitted Transaction.

26.15 Loans or credit

(a) Except as permitted under paragraph (b) below, no Obligor shall (and the Parent shall ensure that no member of the Group will) be a creditor in respect of any Financial Indebtedness.

(b) Paragraph (a) above does not apply to:

- (i) a Permitted Loan; or
- (ii) a Permitted Transaction.

- (c) No Obligor shall (and the Parent shall procure that no member of the Group will):
- (i) repay or pay any principal amount (or capitalised interest) outstanding under any Dormant Subsidiary Loan; or
 - (ii) pay any interest or other amount in connection with any Dormant Subsidiary Loan; or
 - (iii) purchase, redeem, defease or discharge any amount outstanding with respect of any Dormant Subsidiary Loan,
- save as part of a solvent liquidation or reorganisation of such a Dormant Subsidiary permitted under paragraph (b) of the definition of Permitted Transaction provided that all of the proceeds of such payment are distributed from the Dormant Subsidiary to an Obligor on such liquidation or reorganisation occurring.

26.16 No Guarantees or indemnities

- (a) Except as permitted under paragraph (b) below, no Obligor shall (and the Parent shall ensure that no member of the Group will) incur or allow to remain outstanding any guarantee in respect of any obligation of any person.
- (b) Paragraph (a) above does not apply to a guarantee which is:
- (i) a Permitted Guarantee; or
 - (ii) a Permitted Transaction.

26.17 Dividends and share redemption

- (a) Except as permitted under paragraph (b) below, the Parent shall not (and will ensure that no other member of the Group will):
- (i) declare, make or pay any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of its share capital (or any class of its share capital);
 - (ii) pay or allow any member of the Group to pay any management, advisory or other fee to, or to the order of, or reimburse or indemnify any costs or expenses of any Holding Company of the Parent or any of its officers or directors;
 - (iii) repay or distribute any dividend or share premium reserve; or
 - (iv) redeem, repurchase, defease, retire or repay any of its share capital or resolve to do so.
- (b) Paragraph (a) above does not apply to:
- (i) a Permitted Distribution or;
 - (ii) a Permitted Transaction (other than one referred to in paragraph (c) of the definition of that term); or
 - (iii) a Permitted Payment.

26.18 **Financial Indebtedness**

- (a) Except as permitted under paragraph (b) below, no Obligor shall (and the Parent shall ensure that no member of the Group will) incur or allow to remain outstanding any Financial Indebtedness.
- (b) Paragraph (a) above does not apply to Financial Indebtedness which is:
 - (i) Permitted Financial Indebtedness; or
 - (ii) a Permitted Transaction.

26.19 **Share capital**

No Obligor shall (and the Parent shall ensure no member of the Group will) issue any shares except pursuant to:

- (a) a Permitted Share Issue; or
- (b) a Permitted Transaction.

26.20 **Insurance**

- (a) Each Obligor shall (and the Parent shall ensure that each member of the Group will) maintain insurances on and in relation to its business and assets against those risks and to the extent as is usual for companies carrying on the same or substantially similar business.
- (b) All insurances must be with reputable independent insurance companies or underwriters.

26.21 **Intellectual Property**

Each Obligor shall (and the Parent shall procure that each Group member will):

- (a) preserve and maintain the subsistence and validity of the Intellectual Property necessary for the business of the relevant Group member;
- (b) use reasonable endeavours to prevent any infringement in any material respect of the Intellectual Property;
- (c) make registrations and pay all registration fees and taxes necessary to maintain the Intellectual Property in full force and effect and record its interest in that Intellectual Property;
- (d) not use or permit the Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of the Intellectual Property or imperil the right of any member of the Group to use such property; and
- (e) not discontinue the use of the Intellectual Property,

where failure to do so, in the case of paragraphs (a) and (b) above, or, in the case of paragraphs (d) and (e) above, such use, permission to use, omission or discontinuation, is reasonably likely to have a Material Adverse Effect.

26.22 **Group bank accounts**

The Parent shall ensure that:

- (a) within 6 months of the first Utilisation Date all bank accounts held by members of the Group incorporated in England, Australia, New Zealand and Singapore shall be maintained with HSBC Bank plc or one of its Affiliates and (subject to the Agreed Security Principles) are subject to valid Security under the Transaction Security Documents;
- (b) the balances of the bank accounts of MRC Transmark France EURL shall not at any time in aggregate exceed €200,000 (or its equivalent); and
- (c) all bank accounts of MRC Transmark France EURL are closed:
 - (i) within 90 days of the merger permitted under paragraph (f) of the definition of Permitted Transaction; or
 - (ii) if such merger does not occur by 30 November 2010, within 90 days of such date.

26.23 **Treasury Transactions**

No Obligor shall (and the Parent will procure that no members of the Group will) enter into any Treasury Transaction, other than:

- (a) any hedging transactions documented by the Hedging Agreements;
- (b) spot and forward delivery foreign exchange contracts entered into in the ordinary course of business and not for speculative purposes; and
- (c) any Treasury Transaction entered into for the hedging of actual or projected real exposures arising in the ordinary course of trading activities of a member of the Group and not for speculative purposes.

26.24 **Guarantors**

- (a) In this Agreement "**Guarantor Coverage Test**" means the test of whether (and which is passed if):
 - (i) the aggregate earnings before interest, tax, depreciation and amortisation (calculated on the same basis as Consolidated EBITDA) of the members of the Group which are Guarantors (calculated on an unconsolidated basis and excluding all intra-group items and investments in Subsidiaries of any member of the Group) equals or exceeds 80 per cent. of Consolidated EBITDA; and
 - (ii) the aggregate of the turnover of the members of the Group which are Guarantors (calculated on an unconsolidated basis and excluding all intra-group items and investments in Subsidiaries of any member of the Group) equals or exceeds 80 per cent. of the consolidated turnover of the Group; and
 - (iii) the aggregate of the gross assets and net assets of the members of the Group which are Guarantors (calculated on an unconsolidated basis and excluding all intra-group items and investments in Subsidiaries of any member of the Group) equals or exceeds 80 per cent. of the consolidated gross assets and consolidated net assets of the Group.

- (b) The Parent shall ensure that, subject to paragraphs (c), (d) and (e) below the Guarantor Coverage Test is satisfied on the last day of each Financial Year. The Parent shall confirm in each Compliance Certificate delivered under Clause 24.2 (*Provision and contents of Compliance Certificate*) in respect of each set of Annual Financial Statements of the Parent whether on the last day of the relevant Financial Year the Guarantor Coverage Test is satisfied. If any such Compliance Certificate confirms that the Guarantor Coverage Test has not been met then the Parent shall identify in such Compliance Certificate (together with supporting calculations) one or more additional Subsidiaries which will become Additional Guarantor(s) in order to satisfy the Guarantor Coverage Test. The Parent shall ensure that each such additional Subsidiary becomes an Additional Guarantor within (i) 30 days of the delivery of the Agent of the relevant Compliance Certificate if such Subsidiary is incorporated in England and Wales or (ii) 60 days of delivery to the Agent of the relevant Compliance Certificate if such Subsidiary is incorporated in another jurisdiction.
- (c) The Parent shall ensure that each member of the Group which becomes a Material Company will become an Additional Guarantor within (i) 30 days of it becoming a Material Company if it is incorporated in England or within 60 days of it becoming a Material Company if it is incorporated in another jurisdiction.
- (d) The Parent shall ensure that within 30 days of the acquisition of a Subsidiary incorporated in England or the acquisition of a business or undertaking by a Subsidiary incorporated in England which is not a Guarantor and within 60 days of the acquisition of a Subsidiary incorporated in any other jurisdiction or the acquisition of a business or undertaking by a Subsidiary incorporated in another jurisdiction, either:
- (i) deliver to the Agent a certificate signed by the Chief Financial Officer of the Parent, confirming (together with supporting calculations) that based on the most recent Annual Financial Statements of the Parent (adjusted to include on a proforma basis) the earnings before interest, tax, depreciation and amortisation calculated on the same basis as Consolidated EBITDA of such new Subsidiary or of such acquired business or undertaking, following such acquisition, the Guarantor Coverage Test continues to be met by the existing Guarantors; or
 - (ii) deliver to the Agent a certificate signed by the Chief Financial Officer of the Parent (together with supporting calculations on the basis in paragraph (d)(i) above), identifying one or more additional Subsidiaries which will become Additional Guarantor(s) in order to comply with the Guarantor Coverage Test and ensure that such additional Subsidiaries each become an Additional Guarantor within such period.
- (e) In relation to any calculation of the Guarantor Coverage Test:
- (i) the aggregate earnings before interest, tax, depreciation and amortisation of all French Guarantors and the aggregate turnover and the aggregate gross assets and net assets of all French Guarantors notwithstanding its actual amount, shall form no more than a maximum of 10% of the aggregate earnings before interest, tax, depreciation and amortisation or aggregate turnover of aggregate gross assets or the aggregate net assets of the Guarantors; and
 - (ii) the aggregate earnings before interest, tax, depreciation and amortisation of all Restricted Obligors and the French Guarantors and the aggregate turnover and the aggregate gross assets and net assets of all Restricted

Obligors and the French Guarantors notwithstanding its actual amount, shall in aggregate form no more than a maximum of 15% of the aggregate earnings before interest, tax, depreciation and amortisation or the aggregate turnover or the aggregate gross assets or the aggregate net assets of the Guarantors.

Where "**Restricted Obligors**" means an Additional Guarantor (other than an Acceding Obligor) in respect of which in the opinion of the Majority Lenders (acting reasonably and ignoring for this purpose the Agreed Security Principles) any guarantee given to the Finance Parties by such Additional Guarantor or any Security under the Transaction Security Documents entered into by such Additional Guarantor is materially limited in relation to its nature, extent, scope or enforceability.

26.25 **Pensions**

Except for the pension schemes in Belgium and The Netherlands disclosed to the Agent by the Company prior to the Signing Date, neither it nor any of its Subsidiaries shall become liable for or have any obligations under or in respect of a defined benefit pension scheme (or its equivalent in any jurisdiction), save in respect of any such scheme where any unfunded obligations or liabilities at the time it becomes liable for the same (the "**Relevant Time**") are less than (i) €2,500,000 (or its equivalent) in respect of any such scheme and (ii) €5,000,000 (or its equivalent) when aggregated with all unfunded liabilities and obligations of all members of the Group in respect of any such schemes permitted under this Clause 26.25.

26.26 **Further assurance**

- (a) Subject to the Agreed Security Principles, each Obligor shall (and the Parent shall procure that each member of the Group shall) promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):
- (i) to perfect the Security created or intended to be created under or evidenced by the Transaction Security Documents (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law; and/or
 - (ii) to confer on the Security Agent or on the Finance Parties Security over any property and assets of that Obligor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Transaction Security Documents; and/or
 - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security.
- (b) If any Obligor which has entered into one or more Transaction Security Documents acquires an asset (including any right, account, investment or otherwise) which is either not subject to any such Transaction Security Document, or in relation to which a perfection requirement or other step must be taken in relation to that asset in connection with an existing Transaction Security Document, that Obligor shall (in all cases subject to the Agreed Security Principles) ensure that a Transaction Security

Document is entered into, or as required by the applicable Transaction Security Document that a similar perfection requirement or other step is taken, in each case, in connection with that asset.

- (c) Subject to the Agreed Security Principles each Obligor shall (and the Parent shall procure that each member of the Group shall) take all such action as is reasonably requested of it by the Security Agent (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Finance Documents.

26.27 **Conditions subsequent**

The Parent shall procure that

- (a) by no later than 31 December 2010, in the event that the merger of MRC Transmark France SAS and MRC Transmark France EURL as permitted under paragraph (f) of the definition of Permitted Transaction does not unconditionally complete by 30 November 2010 to the satisfaction of the Agent (acting reasonably), there is delivered to the Agent in a form satisfactory to it (acting reasonably):
- (i) a financial securities account pledge agreement executed by MRC Transmark France EURL over the financial securities it holds in MRC Transmark France SAS;
 - (ii) a share pledge agreement executed by the Parent over the shares it holds in MRC Transmark France EURL;
 - (iii) such other notices, evidence, authorisations, documents, opinions or assurances as the Agent considers necessary (acting reasonably based on legal advice) in connection with the entry into and performance of the obligations under such documents in (i) and (ii) above or for their validity, enforceability and perfection;
- (b) by no later than the date being 90 days from the first Utilisation Date, there is delivered to the Agent in a form satisfactory to the Agent (acting reasonably):
- (i) a certified copy of the duly executed discharge relating to the discharge of the Singapore Property from the the Singapore Mortgage by the relevant party thereto (the **"Singapore Mortgage Discharge Document"**);
 - (ii) a duly signed letter from a Director/Attorney of each chargee/mortgagee of the Singapore Mortgage authorising MRC Transmark Pte. Ltd. and/or its legal advisers to file the relevant statement of satisfaction of charge containing particulars relating to the Singapore Mortgage Discharge Document with the relevant government authority; and
- (c) by no later than the date being 28 days from the first Utilisation Date, there is delivered to the Agent in a form satisfactory to the Agent (acting reasonably) a statutory declaration by a duly authorised officer of each Australian Obligor as to the location and value of Charged Property located or taken for stamp duty purposes to be located in Australia.

27. **EVENTS OF DEFAULT**

Each of the events or circumstances set out in this Clause 27 is an Event of Default (save for Clause 27.17 (*Acceleration*)).

27.1 **Non-payment**

An Obligor does not pay on the due date any amount payable pursuant to a Finance Document at the place at and in the currency in which it is expressed to be payable unless:

- (a) its failure to pay is caused by:
 - (i) administrative or technical error; or
 - (ii) a Disruption Event; and
- (b) payment is made within five Business Days of its due date.

27.2 **Financial covenants and other obligations**

- (a) Any requirement of Clause 25 (*Financial covenants*) is not satisfied or an Obligor does not comply with the provisions of Clause 24 (*Information Undertakings*).
- (b) An Obligor does not comply with any material provision of any Transaction Security Document.

27.3 **Other obligations**

- (a) An Obligor does not comply with any provision of the Finance Documents (other than those referred to in Clause 27.1 (*Non-payment*) and Clause 27.2 (*Financial covenants and other obligations*)).
- (b) No Event of Default under paragraph (a) above will occur if the failure to comply is capable of remedy and is remedied within 21 days of the earlier of (i) the Agent giving notice to the Parent or relevant Obligor and (ii) the Parent or an Obligor becoming aware of the failure to comply.

27.4 **Misrepresentation**

Any representation or statement made or deemed to be made by an Obligor in the Finance Documents or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made unless the circumstances giving rise to that misrepresentation are capable of remedy and are remedied within 21 days of the earlier of the Agent giving notice to the Obligor's Agent or any relevant Obligor becoming aware of the failure to comply.

27.5 **Cross default**

- (a) Any Financial Indebtedness of any member of the Group is not paid when due nor within any originally applicable grace period.
- (b) Any Financial Indebtedness of any member of the Group is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).
- (c) Any commitment for any Financial Indebtedness of any member of the Group is cancelled or suspended by a creditor of any member of the Group as a result of an event of default (however described).

- (d) Any creditor of any member of the Group becomes entitled to declare any Financial Indebtedness of any member of the Group due and payable prior to its specified maturity as a result of an event of default (however described).
- (e) No Event of Default will occur under this Clause 27.5 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above is less than €5,000,000 (or its equivalent in any other currency or currencies).

27.6 **Insolvency**

- (a) Any Material Company is unable or admits inability to pay its debts as they fall due, suspends or threatens to suspend making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.
- (b) A moratorium is declared in respect of any indebtedness of any Material Company. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium.

27.7 **Insolvency proceedings**

- (a) Any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Material Company;
 - (ii) a composition, compromise, assignment or arrangement with any creditor of any Material Company;
 - (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Material Company or any of its assets; or
 - (iv) enforcement of any Security over any assets of any Material Company, or any analogous procedure or step is taken in any jurisdiction.
- (b) Paragraph (a) shall not apply to:
 - (i) any winding-up petition which is frivolous or vexatious or which is being contested in good faith and, in each case, is discharged, stayed or dismissed within 21 days of commencement; or
 - (ii) any step or procedure contemplated by paragraph (b) or (e) of the definition of Permitted Transaction.

27.8 **Creditors' process**

Any expropriation, attachment, sequestration, distress or execution (including by way of executory attachment (*executoriaal beslag*) or interlocutory attachment (*conservatoir beslag*) or any analogous process in any jurisdiction affects any asset or assets of any Material Company having an aggregate value of €1,000,000 (or its equivalent in any other currency or currencies) and is not discharged within 21 days.

27.9 Unlawfulness and invalidity

- (a) It is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents or any Transaction Security created or expressed to be created or evidenced by the Transaction Security Documents ceases to be effective or is or becomes unlawful.
- (b) Any obligation or obligations of any Obligor under any Finance Documents are not (subject to the Legal Reservations) or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Lenders under the Finance Documents.
- (c) Any Finance Document ceases to be in full force and effect or any Transaction Security ceases to be legal, valid, binding, enforceable or effective or is alleged by a party to it (other than a Finance Party) to be ineffective.

27.10 Cessation of business

Any Material Company suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business except as a result of a Permitted Disposal or a Permitted Transaction.

27.11 Change of ownership

- (a) After the Signing Date, an Obligor (other than the Parent) ceases to be a wholly-owned Subsidiary of the Parent; or
 - (b) An Obligor ceases to own at least the same percentage of shares in a Material Company as on the Signing Date,
- except, in either case, as a result of a disposal which is a Permitted Disposal or a Permitted Transaction.

27.12 Audit qualification

The Auditors of the Group qualify the audited annual consolidated financial statements of the Parent on the basis of non disclosure or an inability to prepare accounts on a going concern basis or otherwise in a manner or to an extent which is materially prejudicial to the interests of the Finance Parties under the Finance Documents.

27.13 Expropriation

The authority or ability of any Material Company or any of its Subsidiaries to conduct its business is limited or wholly or substantially curtailed by any seizure, expropriation, nationalisation, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority or other person in relation to any Material Company or any of its assets or any of its Subsidiaries or any of their assets, which limitation or curtailment (taking into consideration any compensation or payment received in respect thereof) has, or could reasonably be expected to have, a Material Adverse Effect.

27.14 Repudiation and rescission of agreements

An Obligor (or any other relevant party) rescinds or purports to rescind or repudiates or purports to repudiate a Finance Document or any of the Transaction Security or evidences an intention to rescind or repudiate a Finance Document or any Transaction Security.

27.15 **Litigation**

- (a) Any litigation, arbitration, administrative, governmental, regulatory or other investigations, proceedings or disputes are commenced or threatened in relation to or against any Material Company or its assets or any of its Subsidiaries or their assets, which has or if adversely determined is reasonably likely to have, a Material Adverse Effect.
- (b) Any final judgement or decree is awarded against any Material Company or its assets or any of its Subsidiaries or their assets or any Material Company or any of its Subsidiary agrees a settlement in respect of any litigation, arbitration, governmental, regulatory or other investigations, proceedings or dispute against it or its assets in an amount in excess of €10,000,000.

27.16 **Material adverse change**

Any event or circumstance occurs which has or is reasonably likely to have a Material Adverse Effect.

27.17 **Acceleration**

On and at any time after the occurrence of an Event of Default which is continuing the Agent may, and shall if so directed by the Majority Lenders, by notice to the Parent:

- (a) cancel the Total Commitments at which time they shall immediately be cancelled;
- (b) declare that all or part of the Utilisations, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, at which time they shall become immediately due and payable;
- (c) declare that all or part of the Utilisations be payable on demand, at which time they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders;
- (d) declare that cash cover in respect of each Letter of Credit is immediately due and payable at which time it shall become immediately due and payable;
- (e) declare that cash cover in respect of each Letter of Credit is payable on demand at which time it shall immediately become due and payable on demand by the Agent on the instructions of the Majority Lenders;
- (f) exercise or direct the Security Agent to exercise any or all of its rights, remedies, powers or discretions under the Finance Documents.

28. **CHANGES TO THE LENDERS**

28.1 **Assignments and transfers by the Lenders**

Subject to this Clause 28, a Lender (the "**Existing Lender**") may:

- (a) assign any of its rights; or
- (b) transfer by novation any of its rights and obligations,

under any Finance Document to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the "**New Lender**").

Conditions of assignment or transfer

- (a) Unless the assignment or transfer in accordance with Clause 28.1 (*Assignments and transfers by the Lenders*) is:
- (i) to another Lender or an Affiliate of a Lender;
 - (ii) if the Existing Lender is a fund, to a fund which is a Related Fund of the Existing Lender; or
 - (iii) made at a time when an Event of Default is continuing,
- an Existing Lender must consult with the Parent for no more than 5 Business Days before it may make an assignment or transfer and such assignment or transfer may only be to a New Lender which:
- (iv) has a rating for its long-term unsecured and non credit-enhanced debt obligations of A- or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or A3 or higher by Moody's Investor Services Limited or a comparable rating from an internationally recognised credit rating agency; and
 - (v) is not any person that is (or is an Affiliate or person that is) a competitor of the McJunkin Group in its core activities and which is named on a list of Competitors (if any) agreed from time to time between the Agent and the Company (or each acting reasonable).
- (b) The consent of the Issuing Bank is required for any assignment or transfer by an Existing Lender of any of its rights and/or obligations under the Revolving Facility.
- (c) An assignment will only be effective on:
- (i) receipt by the Agent (whether in the Assignment Agreement or otherwise) of written confirmation from the New Lender (in form and substance satisfactory to the Agent) that the New Lender will assume the same obligations to the other Finance Parties and the other Secured Parties as it would have been under if it was an Original Lender; and
 - (ii) the New Lender entering into the documentation required for it to accede as a party to the Security Trust Agreement; and
 - (iii) the performance by the Agent of all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to such assignment to a New Lender, the completion of which the Agent shall promptly notify to the Existing Lender and the New Lender.
- (d) A transfer will only be effective if the New Lender enters into the documentation required for it to accede as a party to the Security Trust Agreement and if the procedure set out in Clause 28.6 (*Procedure for transfer*) is complied with.
- (e) If:
- (i) a Lender assigns or transfers any of its rights or obligations under the Finance Documents or changes its Facility Office; and
 - (ii) as a result of circumstances existing at the date the assignment, transfer or change occurs, an Obligor would be obliged to make a payment to the New

Lender or Lender acting through its new Facility Office under Clause 17 (*Tax Gross Up and Indemnities*) or Clause 18 (*Increased Costs*), then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under that Clause to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the assignment, transfer or change had not occurred.

- (f) Each New Lender, by executing the relevant Transfer Certificate or Assignment Agreement, confirms, for the avoidance of doubt, that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the transfer or assignment becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.
- (g) In order to comply with the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) and/or the decrees and regulations promulgated thereunder (as amended from time to time), the amount transferred under this Clause 28.2 shall include an outstanding portion of at least €50,000 (or its equivalent in other currencies) per Lender or such other amount as may be required from time to time by the Dutch Financial Supervision Act and decrees or regulations promulgated thereunder (as amended or restated from time to time) or if less, the New Lender shall confirm in writing to the Borrowers that it is a professional market party within the meaning of the Dutch Financial Supervision Act.

28.3 Assignment or transfer fee

Unless the Agent otherwise agrees and excluding an assignment or transfer (i) to an Affiliate of a Lender, (ii) to a Related Fund or (iii) made in connection with primary syndication of the Facility, the New Lender shall, on the date upon which an assignment or transfer takes effect, pay to the Agent (for its own account) a fee of €2,000.

28.4 Preservation of Security

The benefit of the Transaction Security and of the Transaction Security Documents shall automatically transfer to any transferee of part or all of the obligations expressed to be secured by the Transaction Security. Insofar as necessary, the Security Agent, the other Finance Parties and the Obligors hereby expressly reserve for the purpose of Article 1278 and Article 1281 of the Belgian Civil Code (and, to the extent applicable, any similar provisions of foreign law) the preservation of the Transaction Security and of the Transaction Security Documents in case of assignment, novation, amendment or any other transfer or change of the obligations expressed to be secured by the Transaction Security (including, without limitation, an extension of the term or an increase of the amount of such obligations or the granting of additional credit) or of any change of any of the parties to this Agreement or any other Finance Document.

28.5 Limitation of responsibility of Existing Lenders

- (a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:
 - (i) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents, the Transaction Security or any other documents;
 - (ii) the financial condition of any Obligor;

- (iii) the performance and observance by any Obligor or any other member of the Group of its obligations under the Finance Documents or any other documents; or
 - (iv) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document, and any representations or warranties implied by law are excluded.
- (b) Each New Lender confirms to the Existing Lender, the other Finance Parties and the Secured Parties that it:
- (i) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of each Obligor and its related entities in connection with its participation in this Agreement and has not relied exclusively on any information provided to it by the Existing Lender or any other Finance Party in connection with any Finance Document or the Transaction Security; and
 - (ii) will continue to make its own independent appraisal of the creditworthiness of each Obligor and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.
- (c) Nothing in any Finance Document obliges an Existing Lender to:
- (i) accept a re-transfer or re-assignment from a New Lender of any of the rights and obligations assigned or transferred under this Clause 28; or
 - (ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by any Obligor of its obligations under the Finance Documents or otherwise.

28.6 **Procedure for transfer**

- (a) Subject to the conditions set out in Clause 28.2 (*Conditions of assignment or transfer*) a transfer is effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate.
- (b) The Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary "know your customer" or similar checks under all applicable laws and regulations in relation to the transfer to such New Lender.
- (c) Subject to Clause 28.11 (*Pro rata interest settlement*), on the Transfer Date:
 - (i) to the extent that in the Transfer Certificate the Existing Lender seeks to transfer by novation its rights and obligations under the Finance Documents and in respect of the Transaction Security each of the Obligors and the Existing Lender shall be released from further obligations towards one another under the Finance Documents and in respect of the Transaction Security and their respective rights against one another under the Finance Documents and

in respect of the Transaction Security shall be cancelled (being the "Discharged Rights and Obligations");

- (ii) each of the Obligors and the New Lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Obligor or other member of the Group and the New Lender have assumed and/or acquired the same in place of that Obligor and the Existing Lender;
- (iii) the Agent, the Arranger, the Security Agent, the New Lender, the other Lenders and the Issuing Bank shall acquire the same rights and assume the same obligations between themselves and in respect of the Transaction Security as they would have acquired and assumed had the New Lender been an Original Lender with the rights, and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Agent, the Arranger, the Security Agent and the Issuing Bank and the Existing Lender shall each be released from further obligations to each other under the Finance Documents; and
- (iv) the New Lender shall become a Party as a "Lender".

28.7 **Procedure for assignment**

- (a) Subject to the conditions set out in Clause 28.2 (*Conditions of assignment or transfer*) an assignment may be effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Assignment Agreement delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Assignment Agreement appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Assignment Agreement.
- (b) The Agent shall only be obliged to execute an Assignment Agreement delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary "know your customer" or similar checks under all applicable laws and regulations in relation to the assignment to such New Lender.
- (c) Subject to Clause 28.11 (*Pro rata interest settlement*), on the Transfer Date:
 - (i) the Existing Lender will assign absolutely to the New Lender its rights under the Finance Documents and in respect of the Transaction Security expressed to be the subject of the assignment in the Assignment Agreement;
 - (ii) the Existing Lender will be released from the obligations (the "Relevant Obligations") expressed to be the subject of the release in the Assignment Agreement (and any corresponding obligations by which it is bound in respect of the Transaction Security); and
 - (iii) the New Lender shall become a Party as a "Lender" and will be bound by obligations equivalent to the Relevant Obligations.
- (d) Lenders may utilise procedures other than those set out in this Clause 28.7 to assign their rights under the Finance Documents (but not, without the consent of the relevant Obligor or unless in accordance with Clause 28.6 (*Procedure for transfer*), to obtain a release by that Obligor from the obligations owed to that Obligor by the Lenders nor the assumption of equivalent obligations by a New Lender) **provided that they**

comply with the conditions set out in Clause 28.2 (*Conditions of assignment or transfer*).

28.8 **Copy of Transfer Certificate, Assignment Agreement or Increase Confirmation to Parent**

The Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate, an Assignment Agreement or an Increase Confirmation, send to the Parent a copy of that Transfer Certificate, Assignment Agreement or Increase Confirmation.

28.9 **Accession of Hedge Counterparties and MOF Lenders**

Any person which becomes a party to the Security Trust Agreement as a Hedge Counterparty or MOF Lender shall, at the same time, become a Party to this Agreement as a Hedge Counterparty and MOF Lender in accordance with Clause 13.5 (*Creditor/Agent Accession Undertaking*) of the Security Trust Agreement.

28.10 **Security over Lenders' rights**

In addition to the other rights provided to Lenders under this Clause 28, each Lender may without consulting with or obtaining consent from any Obligor, at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including, without limitation:

- (a) any charge, assignment or other Security to secure obligations to a federal reserve or central bank; and
- (b) in the case of any Lender which is a fund, any charge, assignment or other Security granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such charge, assignment or Security shall:

- (i) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or other Security for the Lender as a party to any of the Finance Documents; or
- (ii) require any payments to be made by an Obligor or grant to any person any more extensive rights than those required to be made or granted to the relevant Lender under the Finance Documents.

28.11 **Pro rata interest settlement**

If the Agent has notified the Lenders that it is able to distribute interest payments on a "pro rata basis" to Existing Lenders and New Lenders then (in respect of any transfer pursuant to Clause 28.6 (*Procedure for transfer*) or any assignment pursuant to Clause 28.7 (*Procedure for assignment*) the Transfer Date of which, in each case, is after the date of such notification and is not on the last day of an Interest Period):

- (a) any interest or fees in respect of the relevant participation which are expressed to accrue by reference to the lapse of time shall continue to accrue in favour of the Existing Lender up to but excluding the Transfer Date ("**Accrued Amounts**") and shall become due and payable to the Existing Lender (without further interest accruing on them) on the last day of the current Interest Period (or, if the Interest Period is longer than six Months, on the next of the dates which falls at six Monthly intervals after the first day of that Interest Period); and

- (b) the rights assigned or transferred by the Existing Lender will not include the right to the Accrued Amounts so that, for the avoidance of doubt:
 - (i) when the Accrued Amounts become payable, those Accrued Amounts will be payable for the account of the Existing Lender; and
 - (ii) the amount payable to the New Lender on that date will be the amount which would, but for the application of this Clause 28.11, have been payable to it on that date, but after deduction of the Accrued Amounts.

29. **CHANGES TO THE OBLIGORS**

29.1 **Assignment and transfers by Obligors**

No Obligor or any other member of the Group may assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

29.2 **Additional Borrowers**

- (a) Subject to compliance with the provisions of paragraphs (c) and (d) of Clause 24.10 (*"Know your customer" checks*), the Parent may request that any of its wholly owned Subsidiaries which is not a Dormant Subsidiary becomes a Borrower. That Subsidiary shall become a Borrower if:
 - (i) it is incorporated in the same jurisdiction as an existing Borrower or in a European Union country and the Majority Lenders approve (acting reasonably) the addition of that Subsidiary or otherwise if all the Lenders approve (acting reasonably) the addition of that Subsidiary;
 - (ii) the Parent and that Subsidiary deliver to the Agent a duly completed and executed Accession Deed;
 - (iii) the Subsidiary is (or becomes) a Guarantor prior to becoming a Borrower;
 - (iv) the Parent confirms that no Default is continuing or would occur as a result of that Subsidiary becoming an Additional Borrower; and
 - (v) the Agent has received all of the documents and other evidence listed in Part II of Schedule 2 (*Conditions precedent*) in relation to that Additional Borrower, each in form and substance satisfactory to the Agent.
- (b) The Agent shall notify the Parent and the Lenders promptly upon being satisfied that it has received (in form and substance satisfactory to it) all the documents and other evidence listed in Part II of Schedule 2 (*Conditions precedent*).

29.3 **Resignation of a Borrower**

- (a) In this Clause 29.3 (*Resignation of a Borrower*), Clause 29.5 (*Resignation of a Guarantor*) and Clause 29.7 (*Resignation and release of Security on disposal*), "**Third Party Disposal**" means the disposal of an Obligor to a person which is not a member of the Group where that disposal is permitted under Clause 26.13 (*Disposals*) or made with the approval of the Majority Lenders (and the Parent has confirmed this is the case).
- (b) If a Borrower is the subject of a Third Party Disposal, the Parent may request that such Borrower (other than the Parent or the Company) ceases to be a Borrower by delivering to the Agent a Resignation Letter.

- (c) The Agent shall accept a Resignation Letter and notify the Parent and the other Finance Parties of its acceptance if:
 - (i) the Parent has confirmed that no Default is continuing or would result from the acceptance of the Resignation Letter;
 - (ii) the Borrower is under no actual or contingent obligations as a Borrower under any Finance Documents;
 - (iii) where the Borrower is also a Guarantor (unless its resignation has been accepted in accordance with Clause 29.5 (*Resignation of a Guarantor*)), its obligations in its capacity as Guarantor continue to be legal, valid, binding and enforceable and in full force and effect (subject to the Legal Reservations) and the amount guaranteed by it as a Guarantor is not decreased (and the Parent has confirmed this is the case); and
 - (iv) the Parent has confirmed that it shall ensure that any relevant Disposal Proceeds will be applied in accordance with Clause 11.2 (*Disposal and Insurance Proceeds*).
- (d) Upon notification by the Agent to the Parent of its acceptance of the resignation of a Borrower, that company shall cease to be a Borrower and shall have no further rights or obligations under the Finance Documents as a Borrower except that the resignation shall not take effect (and the Borrower will continue to have rights and obligations under the Finance Documents) until the date on which the Third Party Disposal takes effect.
- (e) The Agent may, at the cost and expense of the Parent, require a legal opinion from counsel to the Agent confirming the matters set out in paragraph (c)(iii) above and the Agent shall be under no obligation to accept a Resignation Letter until it has obtained such opinion in form and substance satisfactory to it.

29.4

Additional Guarantors

- (a) Subject to compliance with the provisions of paragraphs (c) and (d) of Clause 24.10 (*"Know your customer" checks*), the Parent may request that any of its wholly owned Subsidiaries become a Guarantor.
- (b) A member of the Group shall become an Additional Guarantor if (subject to the Agreed Security Principles):
 - (i) the Parent and the proposed Additional Guarantor deliver to the Agent a duly completed and executed Accession Deed; and
 - (ii) other than in respect of an Acceding Obligor, the Agent has received all of the documents and other evidence listed in Part II of Schedule 2 (*Conditions Precedent*) in relation to that Additional Guarantor, each in form and substance satisfactory to the Agent.
- (c) The Agent shall notify the Parent and the Lenders promptly upon being satisfied that it has received (in form and substance satisfactory to it) all the documents and other evidence listed in Part II of Schedule 2 (*Conditions Precedent*).

29.5 **Resignation of a Guarantor**

- (a) The Parent may request that a Guarantor (other than the Parent or the Company) ceases to be a Guarantor by delivering to the Agent a Resignation Letter if:
 - (i) that Guarantor is being disposed of by way of a Third Party Disposal (as defined in Clause 29.3 (*Resignation of a Borrower*)) and the Parent has confirmed this is the case; or
 - (ii) all the Lenders have consented to the resignation of that Guarantor.
- (b) The Agent shall accept a Resignation Letter and notify the Parent and the Lenders of its acceptance if:
 - (i) the Parent has confirmed that no Default is continuing or would result from the acceptance of the Resignation Letter;
 - (ii) no payment is due from the Guarantor under Clause 22.1 (*Guarantee and indemnity*);
 - (iii) where the Guarantor is also a Borrower, it is under no actual or contingent obligations as a Borrower and has resigned and ceased to be a Borrower under Clause 29.3 (*Resignation of a Borrower*); and
 - (iv) the Parent has confirmed that it shall ensure that the Disposal Proceeds will be applied in accordance with Clause 11.2 (*Disposal and Insurance Proceeds*).
- (c) The resignation of that Guarantor shall not be effective until the date of the relevant Third Party Disposal at which time that company shall cease to be a Guarantor and shall have no further rights or obligations under the Finance Documents as a Guarantor.

29.6 **Repetition of Representations**

Delivery of an Accession Deed constitutes confirmation by the relevant Subsidiary that the representations and warranties referred to in paragraph (c) of Clause 23.29 (*Times when representations made*) are true and correct in relation to it as at the date of delivery as if made by reference to the facts and circumstances then existing.

29.7 **Resignation and release of security on disposal**

If a Borrower or Guarantor is or is proposed to be the subject of a Third Party Disposal then:

- (a) where that Borrower or Guarantor created Transaction Security over any of its assets or business in favour of the Security Agent, or Transaction Security in favour of the Security Agent was created over the shares (or equivalent) of that Borrower or Guarantor, the Security Agent may, at the cost and request of the Parent, release those assets, business or shares (or equivalent) and issue certificates of non-crystallisation;
- (b) the resignation of that Borrower or Guarantor and related release of Transaction Security referred to in paragraph (a) above shall not become effective until the date of that disposal; and
- (c) if the disposal of that Borrower or Guarantor is not made, the Resignation Letter of that Borrower or Guarantor and the related release of Transaction Security referred to in paragraph (a) above shall have no effect and the obligations of the Borrower or

Guarantor and the Transaction Security created or intended to be created by or over that Borrower or Guarantor shall continue in such force and effect as if that release had not been effected.

30. **ROLE OF THE AGENT, THE ARRANGER, THE ISSUING BANK AND OTHERS**

30.1 **Appointment of the Agent**

- (a) Each of the Arranger, the Lenders and the Issuing Bank appoints the Agent to act as its agent under and in connection with the Finance Documents.
- (b) Each of the Arranger, the Lenders and the Issuing Bank authorises the Agent to exercise the rights, powers, authorities and discretions specifically given to the Agent under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions.

30.2 **Duties of the Agent**

- (a) Subject to paragraph (b) below, the Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Agent for that Party by any other Party.
- (b) Without prejudice to Clause 28.8 (*Copy of Transfer Certificate, Assignment Agreement or Increase Confirmation to Parent*) and paragraph (e) of Clause 7.4 (*Cash Collateral by Non-Acceptable L/C Lender*), paragraph (a) above shall not apply to any Transfer Certificate, any Assignment Agreement or any Increase Confirmation.
- (c) Except where a Finance Document specifically provides otherwise, the Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.
- (d) If the Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties.
- (e) If the Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than the Agent, the Arranger or the Security Agent) under this Agreement it shall promptly notify the other Finance Parties.
- (f) The Agent shall provide to the Parent, within ten Business Days of a request by the Parent (but no more frequently than once per calendar month), a list (which may be in electronic form) setting out the names of the Lenders as at the date of that request, their respective Commitments, the address and fax number (and the department or officer, if any, for whose attention any communication is to be made) of each Lender for any communication to be made or document to be delivered under or in connection with the Finance Documents, the electronic mail address and/or any other information required to enable the sending and receipt of information by electronic mail or other electronic means to and by each Lender to whom any communication under or in connection with the Finance Documents may be made by that means and the account details of each Lender for any payment to be distributed by the Agent to that Lender under the Finance Documents.
- (g) The Agent's duties under the Finance Documents are solely mechanical and administrative in nature.

30.3 **Role of the Arranger**

Except as specifically provided in the Finance Documents, the Arranger has no obligations of any kind to any other Party under or in connection with any Finance Document.

30.4 **No fiduciary duties**

- (a) Nothing in this Agreement constitutes the Agent, the Arranger and/or the Issuing Bank as a trustee or fiduciary of any other person.
- (b) None of the Agent, the Security Agent, the Arranger or the Issuing Bank shall be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account.

30.5 **Business with the Group**

The Agent, the Security Agent, the Arranger and the Issuing Bank may accept deposits from, lend money to and generally engage in any kind of banking or other business with any member of the Group.

30.6 **Rights and discretions**

- (a) The Agent and the Issuing Bank may rely on:
 - (i) any representation, notice or document believed by it to be genuine, correct and appropriately authorised; and
 - (ii) any statement made by a director, authorised signatory or employee of any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify.
- (b) The Agent may assume (unless it has received notice to the contrary in its capacity as agent for the Lenders) that:
 - (i) no Default has occurred (unless it has actual knowledge of a Default arising under Clause 27.1 (*Non-payment*));
 - (ii) any right, power, authority or discretion vested in any Party or the Majority Lenders has not been exercised; and
 - (iii) any notice or request made by the Parent (other than a Utilisation Request or Selection Notice) is made on behalf of and with the consent and knowledge of all the Obligor.
- (c) The Agent may engage, pay for and rely on the advice or services of any lawyers, accountants, surveyors or other experts.
- (d) The Agent may act in relation to the Finance Documents through its personnel and agents.
- (e) The Agent may disclose to any other Party any information it reasonably believes it has received as agent under this Agreement.
- (f) Without prejudice to the generality of paragraph (e) above, the Agent may disclose the identity of a Defaulting Lender to the other Finance Parties and the Parent and shall disclose the same upon the written request of the Parent or the Majority Lenders.

- (g) Notwithstanding any other provision of any Finance Document to the contrary, none of the Agent, the Arranger or the Issuing Bank is obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.
- (h) The Agent is not obliged to disclose to any Finance Party any details of the rate notified to the Agent by any Lender or the identity of any such Lender for the purpose of paragraph (a)(ii) of Clause 15.2 (*Market Disruption*).

30.7

Majority Lenders' instructions

- (a) Unless a contrary indication appears in a Finance Document, the Agent shall (i) exercise any right, power, authority or discretion vested in it as Agent in accordance with any instructions given to it by the Majority Lenders (or, if so instructed by the Majority Lenders, refrain from exercising any right, power, authority or discretion vested in it as Agent) and (ii) not be liable for any act (or omission) if it acts (or refrains from taking any action) in accordance with an instruction of the Majority Lenders.
- (b) Unless a contrary indication appears in a Finance Document, any instructions given by the Majority Lenders will be binding on all the Finance Parties other than the Security Agent.
- (c) The Agent may refrain from acting in accordance with the instructions of the Majority Lenders (or, if appropriate, the Lenders) until it has received such security as it may require for any cost, loss or liability (together with any associated VAT) which it may incur in complying with the instructions.
- (d) In the absence of instructions from the Majority Lenders, (or, if appropriate, the Lenders) the Agent may act (or refrain from taking action) as it considers to be in the best interest of the Lenders.
- (e) The Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Finance Document. This paragraph (e) shall not apply to any legal or arbitration proceeding relating to the perfection, preservation or protection of rights under the Transaction Security Documents or enforcement of the Transaction Security or Transaction Security Documents.

30.8

Responsibility for documentation

None of the Agent, the Arranger or the Issuing Bank:

- (a) is responsible for the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by the Agent, the Arranger, the Issuing Bank, an Obligor or any other person given in or in connection with any Finance Document or the Information Memorandum or the Reports or the transactions contemplated in the Finance Documents;
- (b) is responsible for the legality, validity, effectiveness, adequacy or enforceability of any Finance Document or the Transaction Security or any other agreement, arrangement or document entered into, made or executed in anticipation of or in connection with any Finance Document or the Transaction Security; or
- (c) is responsible for any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

30.9 **Exclusion of liability**

- (a) Without limiting paragraph (b) below (and without prejudice to the provisions of paragraph (e) of Clause 33.11 (*Disruption to Payment Systems etc.*)), none of the Agent, the Issuing Bank will be liable including, without limitation, for negligence or any other category of liability whatsoever for any action taken by it under or in connection with any Finance Document or the Transaction Security, unless directly caused by its gross negligence or wilful misconduct.
- (b) No Party (other than the Agent or the Issuing Bank (as applicable)) may take any proceedings against any officer, employee or agent of the Agent or the Issuing Bank in respect of any claim it might have against the Agent or the Issuing Bank or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document or any Finance Document and any officer, employee or agent of the Agent or the Issuing Bank may rely on this Clause subject to Clause 1.8 (*Third party rights*) and the provisions of the Third Parties Act.
- (c) The Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Agent if the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.
- (d) Nothing in this Agreement shall oblige the Agent or the Arranger to carry out any "know your customer" or other checks in relation to any person on behalf of any Lender and each Lender confirms to the Agent and the Arranger 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 the Agent or the Arranger.

30.10 **Lenders' indemnity to the Agent**

Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify the Agent, within three Business Days of demand, against any cost, loss or liability including, without limitation, for negligence or any other category of liability whatsoever incurred by the Agent (otherwise than by reason of the Agent's gross negligence or wilful misconduct or, in the case of any cost, loss or liability pursuant to Clause 33.11 (*Disruption to Payment Systems etc.*), notwithstanding the Agent's negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent in acting as Agent under the Finance Documents), unless the Agent has been reimbursed by an Obligor pursuant to a Finance Document.

30.11 **Resignation of the Agent**

- (a) The Agent may resign and appoint one of its Affiliates acting through an office in the United Kingdom as successor by giving notice to the Lenders and the Parent.
- (b) Alternatively the Agent may resign by giving 30 days notice to the Lenders and the Parent, in which case the Majority Lenders (after consultation with the Parent) may appoint a successor Agent.
- (c) If the Majority Lenders have not appointed a successor Agent in accordance with paragraph (b) above within 20 days after notice of resignation was given, the retiring Agent (after consultation with the Parent) may appoint a successor Agent (acting through an office in the United Kingdom).

- (d) If the Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as agent and the Agent is entitled to appoint a successor Agent under paragraph (c) above, the Agent may (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor Agent to become a party to this Agreement as Agent) agree with the proposed successor Agent amendments to this Clause 30 and any other term of this Agreement dealing with the rights or obligations of the Agent consistent with then current market practice for the appointment and protection of corporate trustees together with any reasonable amendments to the agency fee payable under this Agreement which are consistent with the normal range of fee rates of UK and European clearing banks in relation to borrower and facilities of a similar size and nature and those amendments will bind the Parties.
- (e) The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.
- (f) The Agent's resignation notice shall only take effect upon the appointment of a successor.
- (g) Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents but shall remain entitled to the benefit of this Clause 30. Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

30.12 **Replacement of the Agent**

- (a) After consultation with the Parent, the Majority Lenders may, by giving 30 days' notice to the Agent (or, at any time the Agent is an Impaired Agent, by giving any shorter notice determined by the Majority Lenders) replace the Agent by appointing a successor Agent (acting through an office in the United Kingdom).
- (b) The retiring Agent shall (at its own cost if it is an Impaired Agent and otherwise at the expense of the Lenders) make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.
- (c) The appointment of the successor Agent shall take effect on the date specified in the notice from the Majority Lenders to the retiring Agent. As from this date, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents but shall remain entitled to the benefit of this Clause 30 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date).
- (d) Any successor Agent and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

30.13 **Confidentiality**

- (a) In acting as agent for the Finance Parties, the Agent shall be regarded as acting through its agency division which shall be treated as a separate entity from any other of its divisions or departments.

- (b) If information is received by another division or department of the Agent, it may be treated as confidential to that division or department and the Agent shall not be deemed to have notice of it.
- (c) Notwithstanding any other provision of any Finance Document to the contrary, neither the Agent nor the Arranger is obliged to disclose to any other person (i) any confidential information or (ii) any other information if the disclosure would or might in its reasonable opinion constitute a breach of any law or a breach of a fiduciary duty.

30.14 **Relationship with the Lenders**

- (a) Subject to Clause 28.11 (*Pro rata interest settlement*), the Agent may treat the person shown in its records as Lender at the opening of business (in the place of the Agent's principal office as notified to the Finance Parties from time to time) as the Lender acting through its Facility Office:
 - (i) entitled to or liable for any payment due under any Finance Document on that day; and
 - (ii) entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day,unless it has received not less than five Business Days' prior notice from that Lender to the contrary in accordance with the terms of this Agreement.
- (b) Each Lender shall supply the Agent with any information required by the Agent in order to calculate the Mandatory Cost in accordance with Schedule 4 (*Mandatory Cost Formula*).
- (c) Each Lender shall supply the Agent with any information that the Security Agent may reasonably specify (through the Agent) as being necessary or desirable to enable the Security Agent to perform its functions as Security Agent. Each Lender shall deal with the Security Agent exclusively through the Agent and shall not deal directly with the Security Agent.
- (d) Any Lender may by notice to the Agent appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender under the Finance Documents. Such notice shall contain the address, fax number and (where communication by electronic mail or other electronic means is permitted under Clause 35.6 (*Electronic communication*)) electronic mail address and/or any other information required to enable the sending and receipt of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, fax number, electronic mail address, department and officer by that Lender for the purposes of Clause 35.2 (*Addresses*) and paragraph (a)(iii) of Clause 35.6 (*Electronic communication*) and the Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender.

30.15 **Credit appraisal by the Lenders and Issuing Bank**

Without affecting the responsibility of any Obligor for information supplied by it or on its behalf in connection with any Finance Document, each Lender and Issuing Bank confirms to the Agent, the Arranger and the Issuing Bank that it has been, and will continue to be, solely

responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including but not limited to:

- (a) the financial condition, status and nature of each member of the Group;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document and the Transaction Security and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Transaction Security;
- (c) whether that Secured Party has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document, the Transaction Security, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;
- (d) the adequacy, accuracy and/or completeness of the Information Memorandum, the Reports and any other information provided by the Agent, any Party or by any other person under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; and
- (e) the right or title of any person in or to, or the value or sufficiency of any part of the Charged Property, the priority of any of the Transaction Security or the existence of any Security affecting the Charged Property.

30.16 **Base Reference Banks**

If a Base Reference Bank (or, if a Base Reference Bank is not a Lender, the Lender of which it is an Affiliate) ceases to be a Lender, the Agent shall (in consultation with the Parent) appoint another Lender or an Affiliate of a Lender to replace that Base Reference Bank.

30.17 **Agent's management time**

Any amount payable to the Agent under Clause 19.3 (*Indemnity to the Agent*), Clause 21 (*Costs and expenses*) and Clause 30.10 (*Lenders' indemnity to the Agent*) shall include the cost of utilising the Agent's management time or other resources and will be calculated on the basis of such reasonable daily or hourly rates as the Agent may notify to the Parent and the Lenders, and is in addition to any fee paid or payable to the Agent under Clause 16 (*Fees*).

30.18 **Deduction from amounts payable by the Agent**

If any Party owes an amount to the Agent under the Finance Documents the Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Agent would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

31. **CONDUCT OF BUSINESS BY THE FINANCE PARTIES**

No provision of this Agreement will:

- (a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- (c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

32. **SHARING AMONG THE FINANCE PARTIES**

32.1 **Payments to Finance Parties**

- (a) Subject to paragraph (b) below, if a Finance Party (a "**Recovering Finance Party**") receives or recovers any amount from an Obligor other than in accordance with Clause 33 (*Payment mechanics*) (a "**Recovered Amount**") and applies that amount to a payment due under the Finance Documents then:
 - (i) the Recovering Finance Party shall, within three Business Days, notify details of the receipt or recovery, to the Agent;
 - (ii) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with Clause 33 (*Payment mechanics*), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and
 - (iii) the Recovering Finance Party shall, within three Business Days of demand by the Agent, pay to the Agent an amount (the "**Sharing Payment**") equal to such receipt or recovery less any amount which the Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with Clause 33.6 (*Partial payments*).
- (b) Paragraph (a) above shall not apply to any amount received or recovered by an Issuing Bank in respect of any cash cover provided for the benefit of that Issuing Bank.

32.2 **Redistribution of payments**

The Agent shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Finance Parties (other than the Recovering Finance Party) (the "**Sharing Finance Parties**") in accordance with Clause 33.6 (*Partial payments*) towards the obligations of that Obligor to the Sharing Finance Parties.

32.3 **Recovering Finance Party's rights**

On a distribution by the Agent under Clause 32.2 (*Redistribution of payments*) of a payment received by a Recovering Finance Party from an Obligor, as between the relevant Obligor and the Recovering Finance Party, an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having been paid by that Obligor.

32.4 **Reversal of redistribution**

If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

- (a) each Sharing Finance Party shall, upon request of the Agent, pay to the Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay) (the "**Redistributed Amount**"); and
- (b) as between the relevant Obligor and each relevant Sharing Finance Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by that Obligor.

32.5 **Exceptions**

- (a) This Clause 32 shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this Clause 32, have a valid and enforceable claim against the relevant Obligor.
- (b) A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:
 - (i) it notified the other Finance Party of the legal or arbitration proceedings; and
 - (ii) the other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

33. **PAYMENT MECHANICS**

33.1 **Payments to the Agent**

- (a) On each date on which an Obligor or a Lender is required to make a payment under a Finance Document that Obligor or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.
- (b) Payment shall be made to such account in the principal financial centre of the country of that currency (or, in relation to euro, in a principal financial centre in a Participating Member State or London) with such bank as the Agent specifies.

33.2 **Distributions by the Agent**

Each payment received by the Agent under the Finance Documents for another Party shall, subject to Clause 33.3 (*Distributions to an Obligor*) and Clause 33.4 (*Clawback*) be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent by not less than five Business Days' notice with a bank in the principal financial centre of the country of that currency (or, in relation to euro, in the principal financial centre of a Participating Member State or London).

33.3 **Distributions to an Obligor**

The Agent may (with the consent of the Obligor or in accordance with Clause 34 (*Set-Off*)) apply any amount received by it for that Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

33.4 **Clawback**

- (a) Where a sum is to be paid to the Agent under the Finance Documents for another Party, the Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.
- (b) If the Agent pays an amount to another Party and it proves to be the case that the Agent had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Agent shall on demand refund the same to the Agent together with interest on that amount from the date of payment to the date of receipt by the Agent, calculated by the Agent to reflect its cost of funds.

33.5 **Impaired Agent**

- (a) If, at any time, the Agent becomes an Impaired Agent, an Obligor or a Lender which is required to make a payment under the Finance Documents to the Agent in accordance with Clause 33.1 (*Payments to the Agent*) may instead either pay that amount direct to the required recipient or pay that amount to an interest-bearing account held with an Acceptable Bank within the meaning of paragraph (a) of the definition of "**Acceptable Bank**" and in relation to which no Insolvency Event has occurred and is continuing, in the name of the Obligor or the Lender making the payment and designated as a trust account for the benefit of the Party or Parties beneficially entitled to that payment under the Finance Documents. In each case such payments must be made on the due date for payment under the Finance Documents.
- (b) All interest accrued on the amount standing to the credit of the trust account shall be for the benefit of the beneficiaries of that trust account pro rata to their respective entitlements.
- (c) A Party which has made a payment in accordance with this Clause 33.5 shall be discharged of the relevant payment obligation under the Finance Documents and shall not take any credit risk with respect to the amounts standing to the credit of the trust account.
- (d) Promptly upon the appointment of a successor Agent in accordance with Clause 30.12 (*Replacement of the Agent*), each Party which has made a payment to a trust account in accordance with this Clause 33.5 shall give all requisite instructions to the bank with whom the trust account is held to transfer the amount (together with any accrued interest) to the successor Agent for distribution in accordance with Clause 33.2 (*Distributions by the Agent*).

33.6 **Partial payments**

- (a) If the Agent receives a payment for application against amounts due in respect of any Finance Documents that is insufficient to discharge all the amounts then due and payable by an Obligor under those Finance Documents, the Agent shall apply that

payment towards the obligations of that Obligor under those Finance Documents in the following order:

- (i) **first**, in or towards payment *pro rata* of any unpaid fees, costs and expenses of the Agent, the Issuing Bank and the Security Agent under those Finance Documents;
 - (ii) **secondly**, in or towards payment *pro rata* of any accrued interest, fee or commission due but unpaid under those Finance Documents;
 - (iii) **thirdly**, in or towards payment *pro rata* of any principal due but unpaid under those Finance Documents and any amount due but unpaid under Clause 7.2 (*Claims under a Letter of Credit*) and Clause 7.3 (*Indemnities*); and
 - (iv) **fourthly**, in or towards payment *pro rata* of any other sum due but unpaid under the Finance Documents.
- (b) The Agent shall, if so directed by the Majority Lenders, vary the order set out in paragraphs (a)(ii) to (iv) above.
- (c) Paragraphs (a) and (b) above will override any appropriation made by an Obligor.

33.7 **Set-off by Obligors**

All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

33.8 **Business Days**

- (a) Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).
- (b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

33.9 **Currency of account**

- (a) Subject to paragraphs (b) to (e) below, the Base Currency is the currency of account and payment for any sum due from an Obligor under any Finance Document.
- (b) A repayment of a Utilisation or Unpaid Sum or a part of a Utilisation or Unpaid Sum shall be made in the currency in which that Utilisation or Unpaid Sum is denominated on its due date.
- (c) Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated when that interest accrued.
- (d) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.
- (e) Any amount expressed to be payable in a currency other than the Base Currency shall be paid in that other currency.

33.10 **Change of currency**

- (a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:
- (i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Agent (after consultation with the Parent); and
 - (ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably).
- (b) If a change in any currency of a country occurs, this Agreement will, to the extent the Agent (acting reasonably and after consultation with the Parent) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Interbank Market and otherwise to reflect the change in currency.

33.11 **Disruption to Payment Systems etc.**

If either the Agent determines (in its discretion) that a Disruption Event has occurred or the Agent is notified by the Parent that a Disruption Event has occurred:

- (a) the Agent may, and shall if requested to do so by the Parent, consult with the Parent with a view to agreeing with the Parent such changes to the operation or administration of the Facility as the Agent may deem necessary in the circumstances;
- (b) the Agent shall not be obliged to consult with the Parent in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;
- (c) the Agent may consult with the Finance Parties in relation to any changes mentioned in paragraph (a) above but shall not be obliged to do so if, in its opinion, it is not practicable to do so in the circumstances;
- (d) any such changes agreed upon by the Agent and the Parent shall (whether or not it is finally determined that a Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Finance Documents notwithstanding the provisions of Clause 39 (*Amendments and Waivers*);
- (e) the Agent shall not be liable for any damages, costs or losses whatsoever (including, without limitation for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this Clause 33.11; and
- (f) the Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

34. **SET-OFF**

Following the occurrence of an Event of Default which is continuing a Finance Party may set off any matured obligation due from an Obligor under the Finance Documents (to the extent

beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

35. **NOTICES**

35.1 **Communications in writing**

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by fax or letter.

35.2 **Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is in the case of any Party which is party to this Agreement on the Signing Date, that identified with its name below or in the case of each person becoming a Party after the Signing Date, that notified in writing to the Agent on or prior to the date on which it becomes a Party and any substitute address, fax number or department or officer as the Party may notify to the Agent (or the Agent may notify to the other Parties, if a change is made by the Agent) by not less than five Business Days' notice.

35.3 **Delivery**

- (a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:
 - (i) if by way of fax, when received in legible form; or
 - (ii) if by way of letter, when it has been left at the relevant address or [five] Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,
and, if a particular department or officer is specified as part of its address details provided under Clause 35.2 (*Addresses*), if addressed to that department or officer.
- (b) Any communication or document to be made or delivered to the Agent or the Security Agent will be effective only when actually received by the Agent or Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Agent's or Security Agent's signature below (or any substitute department or officer as the Agent or Security Agent shall specify for this purpose).
- (c) All notices from or to an Obligor shall be sent through the Agent.
- (d) Any communication or document made or delivered to the Parent in accordance with this Clause 35.3 will be deemed to have been made or delivered to each of the Obligors.

35.4 **Notification of address and fax number**

Promptly upon receipt of notification of an address or fax number or change of address or fax number pursuant to Clause 35.2 (*Addresses*) or changing its own address or fax number, the Agent shall notify the other Parties.

35.5 **Communication when Agent is Impaired Agent**

If the Agent is an Impaired Agent the Parties may, instead of communicating with each other through the Agent, communicate with each other directly and (while the Agent is an Impaired Agent) all the provisions of the Finance Documents which require communications to be made or notices to be given to or by the Agent shall be varied so that communications may be made and notices given to or by the relevant Parties directly. This provision shall not operate after a replacement Agent has been appointed.

35.6 **Electronic communication**

(a) Any communication to be made between the Agent or the Security Agent and a Lender or the Agent, the Security Agent and the Obligors' Agent, under or in connection with the Finance Documents may be made by electronic mail or other electronic means, if the relevant Parties:

- (i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;
- (ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
- (iii) notify each other of any change to their address or any other such information supplied by them.

Any such communication from the Obligor's Agent to the Agent or the Security Agent under the Finance Documents will only be treated as being received on receipt by the Obligor's Agent of an e-mail from the Agent or the Security Agent (as applicable) confirming receipt of such email from the Obligor's Agent.

(b) Any electronic communication made between the Parties noted above will be effective only when actually received in readable form and in the case of any electronic communication made by a Lender to the Agent or the Security Agent only if it is addressed in such a manner as the Agent or Security Agent shall specify for this purpose.

35.7 **Use of websites**

(a) The Parent may satisfy its obligation under this Agreement to deliver any information in relation to those Lenders (the "**Website Lenders**") who accept this method of communication by posting this information onto an electronic website designated by the Parent and the Agent (the "**Designated Website**") if:

- (i) the Agent expressly agrees (after consultation with each of the Lenders) that it will accept communication of the information by this method;
- (ii) both the Parent and the Agent are aware of the address of and any relevant password specifications for the Designated Website; and
- (iii) the information is in a format previously agreed between the Parent and the Agent.

If any Lender (a "**Paper Form Lender**") does not agree to the delivery of information electronically then the Agent shall notify the Parent accordingly and the Parent shall at its own cost supply the information to the Agent (in sufficient copies for each Paper Form Lender) in paper form. In any event the Parent shall at its own cost supply the

Agent with at least one copy in paper form of any information required to be provided by it.

- (b) The Agent shall supply each Website Lender with the address of and any relevant password specifications for the Designated Website following designation of that website by the Parent and the Agent.
- (c) The Parent shall promptly upon becoming aware of its occurrence notify the Agent if:
 - (i) the Designated Website cannot be accessed due to technical failure;
 - (ii) the password specifications for the Designated Website change;
 - (iii) any new information which is required to be provided under this Agreement is posted onto the Designated Website;
 - (iv) any existing information which has been provided under this Agreement and posted onto the Designated Website is amended; or
 - (v) the Parent becomes aware that the Designated Website or any information posted onto the Designated Website is or has been infected by any electronic virus or similar software.

If the Parent notifies the Agent under paragraph (c)(i) or paragraph (c)(v) above, all information to be provided by the Parent under this Agreement after the date of that notice shall be supplied in paper form unless and until the Agent and each Website Lender is satisfied that the circumstances giving rise to the notification are no longer continuing.

- (d) Any Website Lender may request, through the Agent, one paper copy of any information required to be provided under this Agreement which is posted onto the Designated Website. The Parent shall at its own cost comply with any such request within ten Business Days.

35.8 **English language**

- (a) Any notice given under or in connection with any Finance Document must be in English.
- (b) All other documents provided under or in connection with any Finance Document must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

36. **CALCULATIONS AND CERTIFICATES**

36.1 **Accounts**

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are *prima facie* evidence of the matters to which they relate.

36.2 **Certificates and determinations**

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

36.3 **Day count convention**

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Relevant Interbank Market differs, in accordance with that market practice.

37. **PARTIAL INVALIDITY**

If, at any time, any provision of the Finance Documents is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

38. **REMEDIES AND WAIVERS**

No failure to exercise, nor any delay in exercising, on the part of any Finance Party or Secured Party, any right or remedy under the Finance Documents shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

39. **AMENDMENTS AND WAIVERS**

39.1 **Required consents**

- (a) Subject to Clause 39.2 (*Exceptions*) any term of the Finance Documents may be amended or waived only with the consent of the Majority Lenders and the Parent and any such amendment or waiver will be binding on all Parties.
- (b) The Agent may effect, on behalf of any Finance Party, any amendment or waiver permitted by this Clause 39.
- (c) Each Obligor agrees to any such amendment or waiver permitted by this Clause 39 which is agreed to by the Parent. This includes any amendment or waiver which would, but for this paragraph (c), require the consent of all of the Guarantors.

39.2 **Exceptions**

- (a) An amendment or waiver that has the effect of changing or which relates to:
 - (i) the definition of "Majority Lenders" in Clause 1.1 (*Definitions*);
 - (ii) an extension to the date of payment of any amount under the Finance Documents (other than in relation to Clause 11 (*Mandatory Prepayment*));
 - (iii) a reduction in the Margin or a reduction in the amount of any payment of principal, interest, fees or commission payable;
 - (iv) a change in currency of payment of any amount under the Finance Documents;

- (v) an increase in or an extension of any Commitment or the Total Commitments;
 - (vi) a change to the Borrowers or Guarantors other than in accordance with Clause 29 (*Changes to the Obligors*);
 - (vii) any provision which expressly requires the consent of all the Lenders;
 - (viii) Clause 2.3 (*Finance Parties' rights and obligations*), Clause 28 (*Changes to the Lenders*) or this Clause 39;
 - (ix) (other than as expressly permitted by the provisions of any Finance Document) the nature or scope of:
 - (A) the guarantee and indemnity granted under Clause 22 (*Guarantee and Indemnity*);
 - (B) the Charged Property; or
 - (C) the manner in which the proceeds of enforcement of the Transaction Security are distributed,
 (except in the case of paragraph (B) and paragraph (C) above, insofar as it relates to a sale or disposal of an asset which is the subject of the Transaction Security where such sale or disposal is expressly permitted under this Agreement or any other Finance Document);
 - (x) the release of any guarantee and indemnity granted under Clause 22 (*Guarantee and Indemnity*) or of any Transaction Security unless permitted under this Agreement or any other Finance Document or relating to a sale or disposal of an asset which is the subject of the Transaction Security where such sale or disposal is expressly permitted under this Agreement or any other Finance Document,
- shall not be made without the prior consent of all the Lenders.
- (b) An amendment or waiver which relates to the rights or obligations of the Agent, the Arranger, the Issuing Bank, the Security Agent or any Hedge Counterparty or any MOF Lender (each in their capacity as such) may not be effected without the consent of the Agent, the Arranger, the Issuing Bank, the Security Agent, that Hedge Counterparty and that MOF Lender.
 - (c) If any Lender fails to respond to a request for a consent, waiver, amendment of or in relation to any of the terms of any Finance Document or other vote of Lenders under the terms of this Agreement within 15 Business Days (unless the Parent and the Agent agree to a longer time period in relation to any request) of that request being made, its Commitment and/or participation shall not be included for the purpose of calculating the Total Commitments or participations under the relevant Facility/ies when ascertaining whether any relevant percentage (including, for the avoidance of doubt, unanimity) of Total Commitments and/or participations has been obtained to approve that request.

39.3 **Replacement of Lender**

- (a) If at any time:
 - (i) any Lender becomes a Non-Consenting Lender (as defined in paragraph (c) below); or

- (ii) an Obligor becomes obliged to repay any amount in accordance with Clause 10.1 (*Illegality*) or to pay additional amounts pursuant to Clause 18.1 (*Increased Costs*) or Clause 17.2 (*Tax gross-up*) to any Lender in excess of amounts payable to the other Lenders generally,

then the Parent may, on 14 Business Days' prior written notice to the Agent and such Lender, replace such Lender by requiring such Lender to (and such Lender shall) transfer pursuant to Clause 28 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement to a Lender or other bank, financial institution, trust, fund or other entity (a "**Replacement Lender**") selected by the Parent, and which is acceptable to the Agent (acting reasonably) and (in the case of any transfer of a Revolving Facility Commitment), the Issuing Bank, which confirms its willingness to assume and does assume all the obligations of the transferring Lender (including the assumption of the transferring Lender's participations on the same basis as the transferring Lender) for a purchase price in cash payable at the time of transfer equal to the outstanding principal amount of such Lender's participation in the outstanding Utilisations and all accrued interest and/or Letter of Credit fees, Break Costs and other amounts payable in relation thereto under the Finance Documents.

- (b) The replacement of a Lender pursuant to this Clause shall be subject to the following conditions:
 - (i) the Parent shall have no right to replace the Agent or Security Agent;
 - (ii) neither the Agent nor the Lender shall have any obligation to the Parent to find a Replacement Lender;
 - (iii) in the event of a replacement of a Non-Consenting Lender such replacement must take place no later than 45 days after the date the Non-Consenting Lender notifies the Parent and the Agent of its failure or refusal to give a consent in relation to, or agree to any waiver or amendment to the Finance Documents requested by the Parent; and
 - (iv) in no event shall the Lender replaced under this paragraph (b) be required to pay or surrender to such Replacement Lender any of the fees received by such Lender pursuant to the Finance Documents.
- (c) In the event that:
 - (i) the Parent or the Agent (at the request of the Parent) has requested the Lenders to give a consent in relation to, or to agree to a waiver or amendment of, any provisions of the Finance Documents;
 - (ii) the consent, waiver or amendment in question requires the approval of all the Lenders; and
 - (iii) the Majority Lenders have consented or agreed to such waiver or amendment,

then any Lender who does not and continues not to consent or agree to such waiver or amendment shall be deemed a "**Non-Consenting Lender**".

39.4 **Disenfranchisement of Defaulting Lenders**

- (a) For so long as a Defaulting Lender has any Available Commitment, in ascertaining the Majority Lenders or whether any given percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments or Total Revolving Commitments has been obtained to approve any request for a consent, waiver, amendment or other vote

under the Finance Documents, that Defaulting Lender's Commitments will be reduced by the amount of its Available Commitments.

- (b) For the purposes of this Clause 39.4, the Agent may assume that the following Lenders are Defaulting Lenders:
- (i) any Lender which has notified the Agent that it has become a Defaulting Lender;
 - (ii) any Lender in relation to which it is aware that any of the events or circumstances referred to in paragraphs (a), (b) or (c) of the definition of "Defaulting Lender" has occurred, unless it has received notice to the contrary from the Lender concerned (together with any supporting evidence reasonably requested by the Agent) or the Agent is otherwise aware that the Lender has ceased to be a Defaulting Lender.

39.5

Replacement of a Defaulting Lender

- (a) The Parent may, at any time a Lender has become and continues to be a Defaulting Lender, by giving five Business Days' prior written notice to the Agent and such Lender:
- (i) replace such Lender by requiring such Lender to (and such Lender shall) transfer pursuant to Clause 28 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement;
 - (ii) require such Lender to (and such Lender shall) transfer pursuant to Clause 28 (*Changes to the Lenders*) all (and not part only) of the undrawn Revolving Commitment of the Lender; or
 - (iii) require such Lender to (and such Lender shall) transfer pursuant to Clause 28 (*Changes to the Lenders*) all (and not part only) of its rights and obligations in respect of the Revolving Facility,
- to a Lender or other bank, financial institution, trust, fund or other entity (a "Replacement Lender") selected by the Parent, and which (unless the Agent is an Impaired Agent) is acceptable to the Agent (acting reasonably) and (in the case of any transfer of a Revolving Facility Commitment) to the Issuing Bank, which confirms its willingness to assume and does assume all the obligations or all the relevant obligations of the transferring Lender (including the assumption of the transferring Lender's participations or unfunded participations (as the case may be) on the same basis as the transferring Lender) for a purchase price in cash payable at the time of transfer equal to the outstanding principal amount of such Lender's participation in the outstanding Utilisations and all accrued interest and/or Letter of Credit fees, Break Costs and other amounts payable in relation thereto under the Finance Documents.
- (b) Any transfer of rights and obligations of a Defaulting Lender pursuant to this Clause 39 shall be subject to the following conditions:
- (i) the Parent shall have no right to replace the Agent or Security Agent;
 - (ii) neither the Agent nor the Defaulting Lender shall have any obligation to the Parent to find a Replacement Lender;
 - (iii) the transfer must take place no later than 90 days after the notice referred to in paragraph (a) above; and

- (iv) in no event shall the Defaulting Lender be required to pay or surrender to the Replacement Lender any of the fees received by the Defaulting Lender pursuant to the Finance Documents.

40. **CONFIDENTIALITY**

40.1 **Confidential Information**

Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clause 40.2 (*Disclosure of Confidential Information*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

40.2 **Disclosure of Confidential Information**

Any Finance Party may disclose:

- (a) to any of its Affiliates and Related Funds and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Confidential Information as that Finance Party shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;
- (b) to any person:
 - (i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;
 - (ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or one or more Obligors and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;
 - (iii) appointed by any Finance Party or by a person to whom paragraph (b)(i) or (ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf (including, without limitation, any person appointed under paragraph (d) of Clause 30.14 (*Relationship with the Lenders*));
 - (iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraph (b)(i) or (b)(ii) above;
 - (v) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;

- (vi) to whom or for whose benefit that Finance Party charges, assigns or otherwise creates Security (or may do so) pursuant to Clause 28.10 (*Security over Lenders' rights*);
- (vii) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;
- (viii) who is a Party; or
- (ix) with the consent of the Parent;

in each case, such Confidential Information as that Finance Party shall consider appropriate if:

- (A) in relation to paragraphs (b)(i), (b)(ii) and (b)(iii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;
 - (B) in relation to paragraph (b)(iv) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;
 - (C) in relation to paragraphs (b)(v), (b)(vi) and (b)(vii) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that Finance Party, it is not practicable so to do in the circumstances;
- (c) to any person appointed by that Finance Party or by a person to whom paragraph (b)(i) or (b)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including without limitation, in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (c) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Parent and the relevant Finance Party;
 - (d) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Obligors if the rating agency to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information.

40.3 **Entire agreement**

This Clause 40 (*Confidentiality*) constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

40.4 **Inside information**

Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

40.5 **Notification of disclosure**

Each of the Finance Parties agrees (to the extent permitted by law and regulation) to inform the Parent:

- (a) of the circumstances of any disclosure of Confidential Information made pursuant to paragraph (b)(v) of Clause 40.2 (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and
- (b) upon becoming aware that Confidential Information has been disclosed in breach of this Clause 40 (*Confidentiality*).

40.6 **Continuing obligations**

The obligations in this Clause 40 (*Confidentiality*) are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of twelve months from the earlier of:

- (a) the date on which all amounts payable by the Obligors under or in connection with the Finance Documents have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and
- (b) the date on which such Finance Party otherwise ceases to be a Finance Party.

41. **COUNTERPARTS**

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

42. **GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

43. **ENFORCEMENT**

43.1 **Jurisdiction of English courts**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence,

validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) (a "**Dispute**").

- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 43.1 is for the benefit of the Finance Parties and Secured Parties only. As a result, no Finance Party or Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties and Secured Parties may take concurrent proceedings in any number of jurisdictions.

43.2

Service of process

- (a) Without prejudice to any other mode of service allowed under any relevant law, each Obligor (other than an Obligor incorporated in England and Wales):
 - (i) irrevocably appoints the Company as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document (and the Company by its execution of this Agreement, accepts that appointment); and
 - (ii) agrees that failure by an agent for service of process to notify the relevant Obligor of the process will not invalidate the proceedings concerned.
- (b) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Parent (on behalf of all the Obligors) must immediately (and in any event within 2 Business Days of such event taking place) appoint another agent on terms acceptable to the Agent. Failing this, the Agent may appoint another agent for this purpose.
- (c) The Parent expressly agrees and consents to the provisions of this Clause 43 and Clause 42 (*Governing law*).

This Agreement has been entered into in England on the date stated at the beginning of this Agreement.

**SCHEDULE 1
THE ORIGINAL PARTIES**

**Part I
The Original Obligors**

Name of Original Borrower	Registration number (or equivalent, if any) Jurisdiction of Incorporation
MRC Transmark Holdings UK Limited	05436123, England
Name of Original Guarantor	Registration number (or equivalent, if any) Jurisdiction of Incorporation
MRC Transmark Holdings UK Limited	05436123, England
MRC Transmark Group B.V.	39062651 The Netherlands

**Part II
The Acceding Obligors**

Name of Acceding Obligor	Registration number (or equivalent, if any) Jurisdiction of Incorporation
MRC Transmark Limited	03471259, England
MRC Transmark (Dragon) Limited	03797606, England
MRC Transmark Limited	639142, New Zealand
MRC Transmark Pty Limited	ACN 080 156 378, Australia
MRC Transmark France SAS	306 247 255, France
MRC Transmark Pte. Ltd.	198403475D, Singapore
MRC Transmark B.V.	39054351, The Netherlands
MRC Transmark NV	415.104.174, Belgium

Part III
The Original Lenders

Name of Original Lender

Revolving Facility Commitment

HSBC Bank Plc

€60,000,000

SCHEDULE 2

CONDITIONS PRECEDENT

Part I

Conditions precedent to first Utilisation

1. OBLIGORS

- (a) A copy of the constitutional documents of each Initial Obligor and McJunkin UK, including for any Dutch Obligor a copy of the articles of association (*statuten*) and deed of incorporation (*oprichtingsakte*), as well as an extract (*uittreksel*) from the Dutch Commercial Register (*Handelsregister*) of such Dutch Obligor.
- (b) A copy of a resolution of the board or, if applicable, a committee of the board of directors of each Initial Obligor (other than the Original New Zealand Obligor) and McJunkin UK:
 - (i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute, deliver and perform the Finance Documents to which it is a party;
 - (ii) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf;
 - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request and Selection Notice) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party; and
 - (iv) in the case of an Obligor other than the Company, authorising the Company to act as its agent in connection with the Finance Documents.
- (c) If applicable, a copy of a resolution of the board of directors of the relevant company, establishing the committee referred to in paragraph (b) above.
- (d) A specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above (or otherwise in respect of the Original New Zealand Obligor) in relation to the Finance Documents and related documents.
- (e) A copy of a resolution signed by all the holders of the issued shares in each Initial Obligor, approving the terms of, and the transactions contemplated by, the Finance Documents to which the Initial Obligor is a party.
- (f) A copy of a resolution of the board of directors of each corporate shareholder of each Initial Obligor approving the terms of the resolution referred to in paragraph (e) above.
- (g) In respect of any Belgian Obligor, evidence that the resolution referred to in paragraph (e) above has been filed with the clerk's office of the competent commercial court.
- (h) If applicable, a copy of the resolution of the board of supervisory directors of each Dutch Obligor approving the resolutions of the board of managing directors referred to under (b) above.

- (i) In respect of a Dutch Obligor, a copy of (i) the request for advice from each works council, or central or European works council with jurisdiction over the transactions contemplated by this Agreement and/or the other Finance Documents, and (ii) the positive advice from such works council which contains no condition(s).
- (j) An authority to date and complete, duly executed by each Australian Obligor in favour of the Finance Parties and their respective legal advisers.
- (k) A certificate of the Parent (signed by a director) confirming that borrowing or guaranteeing or securing, as appropriate, the Total Commitments would not cause any borrowing, guarantee, security or similar limit binding on any Initial Obligor to be exceeded.
- (l) A certificate of an authorised signatory of the Parent or other relevant Initial Obligor certifying that each copy document relating to it specified in this Part I of Schedule 2 is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Agreement.

2. **FINANCE DOCUMENTS**

- (a) This Agreement executed by the members of the Group party to it.
- (b) An Accession Deed duly executed by each Acceding Obligor as an Additional Guarantor.
- (c) The Security Trust Agreement duly executed by each member of the Group a party to it.
- (b) An unconditional and irrevocable discharge of all Security and guarantees granted by all members of the Group (other than Permitted Security save under paragraph (q) of that definition or Permitted Guarantees) together with any ancillary forms, authorities or other documents required by law or customary practice in relation to such discharges.
- (e) Written confirmation signed by an authorised signatory of DBS Bank Ltd. of repayment in full of the Singapore DBS Term Loan or where this is not available after MRC Transmark Pte. Ltd. has used its reasonable endeavours to obtain it, written confirmation from MRC Transmark Pte. Ltd that the Singapore DBS Term Loan has been repaid in full together with a copy of the relevant SWIFT confirmation in respect of such repayment.
- (f) At least two originals of the Transaction Security Documents specified in Part III of Schedule 2 (*Transaction Security Documents of Initial Obligors*) executed by the Initial Obligors and McJunkin UK opposite the relevant Transaction Security Document.
- (g) A copy of all notices required to be sent under the Transaction Security Documents executed by the relevant Obligor and (if applicable) a duly-executed acknowledgement of receipt from the recipient of each such notice.
- (h) A copy of all share certificates, transfers and stock transfer forms or equivalent duly executed by the relevant Obligor in blank in relation to the assets subject to or expressed to be subject to the Transaction Security and other documents of title to be provided under the Transaction Security Documents.

3. **INSURANCE**

A letter from the insurance broker of the Group addressed in the agreed form and dated on or after the date of this Agreement, listing the insurance policies of the Group and confirming that they are on risk and that the insurance for the Group covers appropriate risks for the business carried out by the Group.

4. **LEGAL OPINIONS**

The following legal opinions, each addressed to the Agent, the Security Agent and the Original Lenders:

- (a) Eversheds LLP as to English law;
- (b) Loyens & Loeff, Brussels as to the capacity of the Belgian Obligor;
- (c) Baker & McKenzie, Brussels as to validity under Belgian law;
- (d) Bell Gully as to New Zealand law;
- (e) Middletons as to Australian law;
- (f) TSMP Law Corporation as to Singapore law;
- (g) Baker & McKenzie as to Dutch law;
- (h) Gide as to validity under French law; and
- (i) Fried Frank (Paris) as to capacity of the French Guarantors.

5. **OTHER DOCUMENTS AND EVIDENCE**

- (a) Evidence that any process agent referred to in Clause 43.2 (*Service of process*), if not an Original Obligor, has accepted its appointment.
- (b) The Group Structure Chart.
- (c) The 2010 Budget.
- (d) A copy, certified by an authorised signatory of the Parent to be a true copy, of the Original Financial Statements.
- (e) A certificate signed by an authorised signatory of the Parent specifying each member of the Group which is a Dormant Company as at the Signing Date.
- (f) A Certificate of the Parent addressed to the Finance Parties confirming:
 - (i) compliance with the Guarantor Coverage Test based on the Original Financial Statements; and
 - (ii) the Transaction Costs (in reasonable detail).
- (g) Evidence that the fees, costs and expenses then due from the Parent pursuant to Clause 16 (*Fees*), Clause 17.6 (*Stamp taxes*) and Clause 21 (*Costs and expenses*) have been paid or will be paid by the first Utilisation Date.
- (h) The MRC Transmark Group Financial Assistance Summary prepared by Fried Frank.

- (i) A letter from McJunkin UK and McJunkin Red Man Corporation acknowledging the restrictions in Clause 26.17 (*Dividends and share redemption*).
- (j) A copy of any other Authorisation or other document which the Agent considers to be necessary (acting reasonably based on legal advice) (if it has notified the Parent accordingly) in connection with the validity, enforceability or perfection of any Finance Document.

6. **ADDITIONAL DOCUMENTS FOR THE ORIGINAL NEW ZEALAND OBLIGOR**

In relation to the Original New Zealand Obligor:

- (a) a copy of a financing statement registered on the Personal Property Securities Register in respect of:
 - (i) each security interest in personal property granted by the Original New Zealand Obligor pursuant to each Transaction Security Document to which it is a party; and
 - (ii) each security interest in personal property granted by Transmark Holding UK Limited pursuant to the New Zealand law-governed specific security agreement granted in respect of shares in the Original New Zealand Obligor;
- (b) evidence that the constitution of the Original New Zealand Obligor has been amended to require the directors of that company to register a transfer of its shares if the Security Agent advises that its security over those shares has become enforceable;
- (c) a certificate of a director of the Original New Zealand Obligor in the form provided by the Security Agent's New Zealand solicitors, attaching shareholder's resolutions;
- (d) evidence that the financial assistance requirements with respect to the Original New Zealand Obligor under the Companies Act 1993 in respect of this transaction have been satisfied, including an entitled persons' consent and director's solvency certificate;
- (e) a copy of the power of attorney appointing the Company as the attorney of the Original New Zealand Obligor; and
- (f) a certificate of non-revocation of power of attorney executed by the Company (to be attached to each Finance Document executed by the Company as the Original New Zealand Obligor's attorney).

7. **ADDITIONAL DOCUMENTS FOR THE AUSTRALIAN OBLIGOR**

- (a) A copy of each Whitewash Document.
- (b) Evidence that all Whitewash Documents have been lodged with ASIC.

8. **ADDITIONAL DOCUMENTS FOR THE FRENCH GUARANTORS**

- (a) In respect of each French Guarantor, not more than 15 days old:
 - (i) the commercial registry extract ("*extrait K-bis*");
 - (ii) the insolvency certificate ("*certificat de non-faillite*"); and

(iii) lien search certificate ("*état des privilèges et nantissements*").

(b) Satisfactory evidence of the unconditional completion of the transfer of one share in MRC Transmark France SAS from MRC Transmark France EURL to the Parent.

9. **ADDITIONAL DOCUMENTS FOR THE SINGAPORE OBLIGOR**

(a) The duly signed letter from a Director/Attorney of each chargee/mortgagee of the Security permitted under paragraph (q) of the definition of Permitted Security to the extent that it relates to MRC Transmark Pte. Ltd. (in such form as agreed by the Agent) authorising the Agent and/or its legal advisers to file the relevant satisfaction of charge relating to the release of such Security with the relevant government authority together with the statement containing particulars of charge relating to the document releasing such security.

(b) The duly signed letter from a Director of MRC Transmark Pte. Ltd. (in such form as agreed by the Agent) authorising the Agent and/or its legal advisers to (i) attend to the stamping of, and (ii) file the relevant form with the relevant government authority together with the statement containing particulars of charge relating to, the Transaction Security Documents to which MRC Transmark Pte. Ltd. is a party.

Part II

Conditions precedent required to be delivered by an Additional Obligor

1. An Accession Deed executed by the Additional Obligor and the Parent.
2. A copy of the constitutional documents of the Additional Obligor:
 - (a) including for any Dutch Obligor a copy of the articles of association (*statuten*) and deed of incorporation (*oprichtingsakte*), as well as an extract (*uittreksel*) from the Dutch Commercial Register (*Handelsregister*) of such Dutch Obligor; and
 - (b) which, in the case of an Additional Obligor which is incorporated in Australia, must contain a clause permitting the directors to act in the best interest of its holding company in accordance with s.187 of the Corporations Act.
3. A copy of a resolution of the board or, if applicable, a committee of the board of directors of the Additional Obligor (other than any New Zealand Obligor):
 - (a) approving the terms of, and the transactions contemplated by, the Accession Deed and the Finance Documents and resolving that it execute, deliver and perform the Accession Deed and any other Finance Document to which it is party;
 - (b) authorising a specified person or persons to execute the Accession Deed and other Finance Documents on its behalf;
 - (c) authorising a specified person or persons, on its behalf, to sign and/or despatch all other documents and notices (including, in relation to an Additional Borrower, any Utilisation Request or Selection Notice) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party; and
 - (d) authorising the Company to act as its agent in connection with the Finance Documents.
4. If applicable, a copy of a resolution of the board of directors of the Additional Obligor, establishing the committee referred to in paragraph 3 above.
5. A specimen of the signature of each person authorised by the resolution referred to in paragraph 3 above (or otherwise in relation to a New Zealand Obligor).
6. A copy of a resolution signed by all the holders of the issued shares of the Additional Obligor, approving the terms of, and the transactions contemplated by, the Finance Documents to which the Additional Obligor is a party.
7. A copy of a resolution of the board of directors of each corporate shareholder of each Additional Obligor (other than each New Zealand Obligor) approving the terms of the resolution referred to in paragraph 6 above.
8. In respect of a Belgian Obligor, evidence that the resolution referred to in paragraph 6 above has been filed with the clerk's office of the competent commercial court.
9. If applicable, a copy of the resolution of the board of supervisory directors of each Dutch Obligor approving the resolutions of the board of managing directors referred to under paragraph 3 above.

10. In respect of a Dutch Obligor, a copy of (i) the request for advice from each works council, or central or European works council with jurisdiction over the transactions contemplated by this Agreement and/or the other Finance Documents, and (ii) the positive advice from such works council which contains no condition(s).
11. A certificate of the Additional Obligor (signed by a director) confirming that borrowing or guaranteeing or securing, as appropriate, the Total Commitments would not cause any borrowing, guarantee, security or similar limit binding on it to be exceeded.
12. A certificate of an authorised signatory of the Additional Obligor certifying that each copy document listed in this Part II of Schedule 2 is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of the Accession Deed.
13. A copy of any other authorisation, notice, form, consent, approval, resolution, licence, exemption, filing, notarisation or registration or other document, opinion or assurance which the Agent considers to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by the Accession Deed or for the validity and enforceability of any Finance Document.
14. If available, the latest audited financial statements of the Additional Obligor.
15. The following legal opinions, each addressed to the Agent, the Security Agent and the Lenders:
 - (a) A legal opinion of the legal advisers to the Agent in England, as to English law in the form distributed to the Lenders prior to signing the Accession Deed.
 - (b) If the Additional Obligor or Shareholder (as defined below) is incorporated in or has its “centre of main interest” or “establishment” (as referred to in Clause 23.25 (*Centre of main interests and establishments*)) in a jurisdiction other than England and Wales or is executing a Finance Document which is governed by a law other than English law, a legal opinion of the legal advisers to the Agent in the jurisdiction of its incorporation, “centre of main interest” or “establishment” (as applicable) or, as the case may be, the jurisdiction of the governing law of that Finance Document (the “**Applicable Jurisdiction**”) as to the law of the Applicable Jurisdiction.
16. If the proposed Additional Obligor is incorporated in a jurisdiction other than England and Wales, evidence that the process agent specified in Clause 43.2 (*Service of process*), if not an Obligor, has accepted its appointment in relation to the proposed Additional Obligor.
17. Any security documents which, subject to the Agreed Security Principles, are required by the Agent to be executed by the proposed Additional Obligor or by the holder(s) of the shares (each a “**Shareholder**”) in such Additional Obligor over the shares it holds in such Additional Obligor.
18. Any notices or documents required to be given or executed under the terms of or in relation to those security documents.
19. In relation to any New Zealand Obligor, a certificate of a director of the New Zealand Obligor in the form provided by the Security Agent’s New Zealand solicitors.
- 20.

- (a) If the Additional Obligor is incorporated in England and Wales, Scotland or Northern Ireland, evidence that the Additional Obligor has done all that is necessary (including, without limitation, by re-registering as a private company) to comply with sections 677 to 683 of the Companies Act 2006 in order to enable that Additional Obligor to enter into the Finance Documents and perform its obligations under the Finance Documents.
 - (b) In respect of an Additional Obligor incorporated in Australia:
 - (i) all documents, in a form approved by the Agent, required to be lodged with ASIC under section 260B of the Corporations Act for the purposes of approving any financial assistance being given by such Additional Obligor under the Finance Documents to which it is proposed to be a party in accordance with section 260A(1)(b) of the Corporations Act (“**Additional Obligor Whitewash Documents**”); and
 - (ii) evidence that the date which is 14 clear days after all such Additional Obligor Whitewash Documents are lodged with ASIC has occurred.
 - (c) If the Additional Obligor is not incorporated in England and Wales, Scotland or Northern Ireland or Australia, such documentary evidence as legal counsel to the Agent may require, that such Additional Obligor has complied with any law in its jurisdiction relating to financial assistance or analogous process.
21. In relation to any Additional Obligor incorporated in France and not more than 15 days old:
- (a) the commercial registry extract (“*extrait K-bis*”);
 - (b) the insolvency certificate (“*certificat de non-faillite*”); and
 - (c) lien search certificate (“*état des privilèges et nantissements*”).
22. Any document or information required by the Agent or any Finance Party to comply with its “know your customer” or similar identification procedures.
23. An unconditional and irrevocable discharge of all Security and guarantees (if any) granted by the Additional Obligor and any Shareholder over the shares in such Additional Obligor (other than Permitted Security) together with any ancillary forms, authorities or other documents required in relation to such discharges by local counsel of the Agent.
24. In relation to any Shareholder entering into security over shares required under paragraph 17 above:
- 24.1 a copy of a resolution of the board or, if applicable, a committee of the board of directors of the relevant Shareholder:
- (a) approving the terms of, and the transactions contemplated by, the relevant Finance Document(s) and resolving that it execute, deliver and perform the Finance Document(s); and
 - (b) authorising a specified person or persons to execute the relevant other Finance Document(s) on its behalf;
- 24.2 if applicable, a copy of a resolution of the board of directors of the Shareholder, establishing the committee referred to in paragraph 24.1 above;

- 24.3 a specimen of the signature of each person authorised by the resolution referred to in paragraph 24.1 above;
- 24.4 a copy of a resolution signed by all the holders of the issued shares of the Shareholder, approving the terms of, and the transactions contemplated by the Finance Document(s);
- 24.5 a copy of a resolution of the board of directors of each corporate shareholder of the Shareholder approving the terms of the resolution referred to in paragraph 24.4 above;
- 24.6 in respect of a Belgian Obligor, evidence that the resolution referred to in paragraph 24.4 above has been filed with the clerk's office of the competent commercial court;
- 24.7 if applicable, a copy of the resolution of the board of supervisory directors of each Dutch Shareholder approving the resolutions of the board of managing directors referred to under paragraph 24.1 above;
- 24.8 in respect of a Dutch Shareholder, a copy of (i) the request for advice from each works council, or central or European works council with jurisdiction over the transactions contemplated by the Finance Document, and (ii) the positive advice from such works council which contains no condition(s); and
- 24.9 a certificate of the Shareholder (signed by a director) confirming that securing, as appropriate, the Total Commitments would not cause any security or similar limit binding on it to be exceeded.

Part III

Transaction Security Documents of Initial Obligors

<u>Initial Obligor</u>	<u>Transaction Security Document</u>
MRC Transmark Group B.V.	Pledge over receivables Pledge over bank accounts Pledge over stock Pledge over shares in MRC Transmark B.V. Pledge over the shares in MRC Transmark NV Charge over shares in MRC Transmark Pte. Ltd. Charge over shares in MRC Transmark Holdings UK Limited Financial securities account pledge agreement over financial securities in MRC Transmark France SAS
MRC Transmark France SAS	Receivables pledge agreement (civil code) Bank account pledge agreement Inventory pledge agreement (without deposal)
MRC Transmark Holdings UK Limited	Share mortgage in respect of all shares in MRC Transmark Pty Limited Specific security agreement — share security over MRC Transmark Limited [NZ] Debenture
MRC Transmark Pty Limited	Fixed and floating charge over all assets
MRC Transmark Limited [NZ]	General security agreement
MRC Transmark Limited [UK]	Debenture
MRC Transmark (Dragon) Limited	Debenture
MRC Transmark NV	Receivables pledge agreement Belgian law floating charge in favour of HSBC Bank plc Belgian law floating charge mandate to certain attorneys in fact
McJunkin Red Man (UK) Limited	Limited resource charge over shares in MRC Transmark Group B.V.

MRC Transmark B.V.

Pledge over bank accounts

Pledge over receivables

Pledge over stock

MRC Transmark Pte. Ltd.

Debenture

SCHEDULE 3
UTILISATION REQUEST LOANS

From: [Borrower] [Company]*

To: [Agent]

Dated:

Dear Sirs

[Company] — [] Revolving Facility Agreement
dated [] (the “Revolving Facility Agreement”)

1. We refer to the Revolving Facility Agreement. This is a Utilisation Request. Terms defined in the Revolving Facility Agreement have the same meaning in this Utilisation Request.
2. We wish to borrow a Loan on the following terms:
 - (a) Borrower: []
 - (b) Proposed Utilisation Date: [] (or, if that is not a Business Day, the next Business Day)
 - (c) Facility to be utilised: Revolving Facility
 - (d) Currency of Loan: []
 - (e) Amount: [] or, if less, the Available Facility
 - (f) Interest Period: []
3. We confirm that each condition specified in Clause 4.2 (*Further conditions precedent*) is satisfied on the date of this Utilisation Request.
4. [The proceeds of this Loan should be credited to [account]].
5. This Utilisation Request is irrevocable.

Yours faithfully,

authorised signatory for
[the Company on behalf of [insert name of relevant Borrower]]/[insert name of Borrower]*

NOTES:

- * Amend as appropriate. The Utilisation Request can be given by the Borrower or by the Company.

SCHEDULE 4
MANDATORY COST FORMULA

1. The Mandatory Cost is in addition to the interest rate to compensate Lenders for the cost of compliance with (a) the requirements of the Bank of England and/or the Financial Services Authority (or, in either case, any other authority which replaces all or any of its functions) or (b) the requirements of the European Central Bank.
2. On the first day of each Interest Period (or as soon as possible thereafter) the Agent shall calculate, as a percentage rate, a rate (the "Additional Cost Rate") for each Lender, in accordance with the paragraphs set out below. The Mandatory Cost will be calculated by the Agent as a weighted average of the Lenders' Additional Cost Rates (weighted in proportion to the percentage participation of each Lender in the relevant Loan) and will be expressed as a percentage rate per annum.
3. The Additional Cost Rate for any Lender lending from a Facility Office in a Participating Member State will be the percentage notified by that Lender to the Agent. This percentage will be certified by that Lender in its notice to the Agent to be its reasonable determination of the cost (expressed as a percentage of that Lender's participation in all Loans made from that Facility Office) of complying with the minimum reserve requirements of the European Central Bank in respect of loans made from that Facility Office.
4. The Additional Cost Rate for any Lender lending from a Facility Office in the United Kingdom will be calculated by the Agent as follows:

(a) in relation to a sterling Loan:

$$\frac{AB + C(B - D) + E \times 0.01}{100 - (A + C)} \text{ per cent. per annum}$$

(b) in relation to a Loan in any currency other than sterling:

$$\frac{E \times 0.01}{300} \text{ per cent. per annum}$$

Where:

- A is the percentage of Eligible Liabilities (assuming these to be in excess of any stated minimum) which that Lender is from time to time required to maintain as an interest free cash ratio deposit with the Bank of England to comply with cash ratio requirements.
- B is the percentage rate of interest (excluding the Margin and the Mandatory Cost and, if the Loan is an Unpaid Sum, the additional rate of interest specified in paragraph (a) of Clause 13.3 (*Default interest*) payable for the relevant Interest Period of the Loan.
- C is the percentage (if any) of Eligible Liabilities which that Lender is required from time to time to maintain as interest bearing Special Deposits with the Bank of England.
- D is the percentage rate per annum payable by the Bank of England to the Agent on interest bearing Special Deposits.
- E is designed to compensate Lenders for amounts payable under the Fees Rules and is calculated by the Agent as being the average of the most recent rates of charge

supplied by the Base Reference Banks to the Agent pursuant to paragraph 7 below and expressed in pounds per £1,000,000.

5. For the purposes of this Schedule:
- (a) “**Eligible Liabilities**” and “**Special Deposits**” have the meanings given to them from time to time under or pursuant to the Bank of England Act 1998 or (as may be appropriate) by the Bank of England;
 - (b) “**Fees Rules**” means the rules on periodic fees contained in the Financial Services Authority Fees Manual or such other law or regulation as may be in force from time to time in respect of the payment of fees for the acceptance of deposits;
 - (c) “**Fee Tariffs**” means the fee tariffs specified in the Fees Rules under Column 1 of the activity group A.1 Deposit acceptors (ignoring the minimum fee or zero rated fee required pursuant to the Fees Rules but taking into account any applicable discount rate); and
 - (d) “**Tariff Base**” has the meaning given to it in, and will be calculated in accordance with, the Fee Rules.
6. In application of the above formulae, A, B, C and D will be included in the formulae as percentages (i.e. 5 per cent. will be included in the formula as 5 and not as 0.05). A negative result obtained by subtracting D from B shall be taken as zero. The resulting figures shall be rounded to four decimal places.
7. If requested by the Agent, each Base Reference Bank shall, as soon as practicable after publication by the Financial Services Authority, supply to the Agent, the rate of charge payable by that Base Reference Bank to the Financial Services Authority pursuant to the Fees Rules in respect of the relevant financial year of the Financial Services Authority (calculated for this purpose by that Base Reference Bank as being the average of the Fee Tariffs applicable to that Base Reference Bank for that financial year) and expressed in pounds per £1,000,000 of the Tariff Base of that Base Reference Bank.
8. Each Lender shall supply any information required by the Agent for the purpose of calculating its Additional Cost Rate. In particular, but without limitation, each Lender shall supply the following information on or prior to the date on which it becomes a Lender:
- (a) the jurisdiction of its Facility Office; and
 - (b) any other information that the Agent may reasonably require for such purpose.
- Each Lender shall promptly notify the Agent of any change to the information provided by it pursuant to this paragraph.
9. The percentages of each Lender for the purpose of A and C above and the rates of charge of each Base Reference Bank for the purpose of E above shall be determined by the Agent based upon the information supplied to it pursuant to paragraphs 7 and 8 above and on the assumption that, unless a Lender notifies the Agent to the contrary, each Lender’s obligations in relation to cash ratio deposits and Special Deposits are the same as those of a typical bank from its jurisdiction of incorporation with a Facility Office in the same jurisdiction as its Facility Office.
10. The Agent shall have no liability to any person if such determination results in an Additional Cost Rate which over or under compensates any Lender and shall be entitled to assume that the information provided by any Lender or Base Reference Bank pursuant to paragraphs 3, 7 and 8 above is true and correct in all respects.

11. The Agent shall distribute the additional amounts received as a result of the Mandatory Cost to the Lenders on the basis of the Additional Cost Rate for each Lender based on the information provided by each Lender and each Base Reference Bank pursuant to paragraphs 3, 7 and 8 above.
12. Any determination by the Agent pursuant to this Schedule in relation to a formula, the Mandatory Cost, an Additional Cost Rate or any amount payable to a Lender shall, in the absence of manifest error, be conclusive and binding on all Parties.
13. The Agent may from time to time, after consultation with the Parent and the Lenders, determine and notify to all Parties and amendments which are required to be made to this Schedule in order to comply with any change in law, regulation or any requirements from time to time imposed by the Bank of England, the Financial Services Authority or the European Central Bank (or, in the case, any other authority which replaces all or any of its functions) and any such determination shall, in the absence of manifest error, be conclusive and binding on all Parties.

SCHEDULE 5
FORM OF TRANSFER CERTIFICATE

To: [] as Agent and [] as Security Agent

From: [The Existing Lender] (the “Existing Lender”) and [The New Lender] (the “New Lender”)

Dated:

[Parent] — [] Revolving Facility Agreement
dated [] (the “Revolving Facility Agreement”)

1. We refer to the Revolving Facility Agreement and the Security Trust Agreement. This agreement (the “**Agreement**”) shall take effect as a Transfer Certificate for the purpose of the Revolving Facility Agreement and as a Creditor/Agent Accession Undertaking for the purposes of the Security Trust Agreement (as defined in the Security Trust Agreement). Terms defined in the Revolving Facility Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.
2. We refer to clause 28.6 (*Procedure for transfer*) of the Revolving Facility Agreement:
 - (a) The Existing Lender and the New Lender agree to the Existing Lender transferring to the New Lender by novation all or part of the Existing Lender’s Commitment, rights and obligations referred to in the Schedule in accordance with Clause 28.6 (*Procedure for transfer*).
 - (b) The proposed Transfer Date is [].
 - (c) The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of Clause 35.2 (*Addresses*) are set out in the Schedule.
3. The New Lender expressly acknowledges the limitations on the Existing Lender’s obligations set out in paragraph (c) of Clause 28.5 (*Limitation of responsibility of Existing Lenders*).
4. The New Lender confirms, for the benefit of the Agent and without liability to any Obligor, that it is:
 - (a) [a Qualifying Lender falling within paragraph (i)(A) [or paragraph (ii)] of the definition of Qualifying Lender;]
 - (b) [a Treaty Lender;]
 - (c) [not a Qualifying Lender].¹
5. [The New Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:
 - (a) a company resident in the United Kingdom for United Kingdom tax purposes;

¹ Delete as applicable — each New Lender is required to confirm which of these three categories it falls within.

- (b) a partnership each member of which is:
 - (i) a company so resident in the United Kingdom; or
 - (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or
- (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.]²

[5./6.] [The New Lender represents and warrants to the [Borrower[s] incorporated under Dutch law] that it is a “professional market party” (*professionele marktpartij*) within the meaning of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) including any and all decrees and regulations issued pursuant thereto.]³

[6./7.] [The New Lender confirms that it [is]/[is not]⁴ a Non-Acceptable L/C Lender.]⁵

[7./8.] Insofar as necessary and for the purposes of Articles 1278 and 1281 of the Belgian Civil Code and any similar provisions under any other applicable law, the New Lender hereby expressly reserves all Transaction Security existing on the date hereof and such Transaction Security shall continue to secure the obligations expressed to be secured under the Transaction Security Documents.

[8./9.] We refer to clause 13.2 (*Change of Senior Lender or MOF Lender*) of the Security Trust Agreement. In consideration of the New Lender being accepted as a Senior Lender for the purposes of the Security Trust Agreement (and as defined therein), the New Lender confirms that, as from the Transfer Date, it intends to be party to the Security Trust Agreement as a Senior Lender and undertakes to perform all the obligations expressed in the Security Trust Agreement to be accessed by a Senior Lender and agrees that it shall be bound by all the provisions of the Security Trust Agreement, as if it had been an original party to the Security Trust Agreement.

[9./10] This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

[10./11] This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

[11./12] This Agreement has been entered into on the date stated at the beginning of this Agreement.

² Include if New Lender comes within paragraph (i)(B) of the definition of Qualifying Lender in Clause 17.1 (*Definitions*).

³ To be inserted only if the advance made by such New Lender is less than €50,000. [TBC]

⁴ Delete as applicable.

⁵ Include only if the transfer includes the transfer of a Revolving Facility Commitment/a participation in the Revolving Facility

Note: The execution of this Transfer Certificate may not transfer a proportionate share of the Existing Lender's interest in the Transaction Security in all jurisdictions. It is the responsibility of the New Lender to ascertain whether any other documents or other formalities are required to perfect a transfer of such a share in the Existing Lender's Transaction Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

THE SCHEDULE

Commitment/rights and obligations to be transferred

[insert relevant details]

[Facility Office address, fax number and attention details for notices and account details for payments.]

[Existing Lender]

[New Lender]

By:

By:

This Agreement is accepted as a Transfer Certificate for the purposes of the Revolving Facility Agreement by the Agent, and as a Creditor/Agent Accession Undertaking for the purposes of the Security Trust Agreement by the Security Agent, and the Transfer Date is confirmed as [1].

[Agent]

By:

[Security Agent]

By:

SCHEDULE 6
FORM OF ASSIGNMENT AGREEMENT

To: [] as Agent and [], [] as Security Agent, [] as Parent, for and on behalf of each Obligor

From: [the Existing Lender] (the “Existing Lender”) and [the New Lender] (the “New Lender”)

Dated:

[Parent] — [] Revolving Facility Agreement
dated [] (the “Revolving Facility Agreement”)

1. We refer to the Revolving Facility Agreement and the Security Trust Agreement (as defined in the Revolving Facility Agreement). This is an Assignment Agreement. This agreement (the “**Agreement**”) shall take effect as an Assignment Agreement for the purpose of the Revolving Facility Agreement and as a Creditor/Agent Accession Undertaking for the purposes of the Security Trust Deed (as defined in the Security Trust Agreement). Terms defined in the Revolving Facility Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.
2. We refer to Clause 28.7 (*Procedure for assignment*) of the Revolving Facility Agreement:
 - (a) The Existing Lender assigns absolutely to the New Lender all the rights of the Existing Lender under the Revolving Facility Agreement, the other Finance Documents and in respect of the Transaction Security which correspond to that portion of the Existing Lender’s Commitments and participations in Utilisations under the Revolving Facility Agreement as specified in the Schedule.
 - (b) The Existing Lender is released from all the obligations of the Existing Lender which correspond to that portion of the Existing Lender’s Commitments and participations in Utilisations under the Revolving Facility Agreement specified in the Schedule.
 - (c) The New Lender becomes a Party as a Lender and is bound by obligations equivalent to those from which the Existing Lender is released under paragraph (b) above.⁶
3. The proposed Transfer Date is [].
4. On the Transfer Date the New Lender becomes:
 - (a) party to the relevant Finance Documents as a Lender; and
 - (b) party to the Security Trust Agreement as a Lender.

⁶ If the Assignment Agreement is used in place of a Transfer Certificate in order to avoid a novation of rights/obligations for reasons relevant to a civil jurisdiction, local law advice should be sought to check the suitability of the Assignment Agreement due to the assumption of obligations contained in paragraph 2(c). This issue should be addressed at Primary documentation stage. This footnote is not intended to be included in the scheduled form of Assignment Agreement in the signed Revolving Facility Agreement.

5. The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of Clause 35.2 (*Addresses*) are set out in the Schedule.
6. The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph (c) of Clause 28.5 (*Limitation of responsibility of Existing Lenders*).
7. The New Lender confirms, for the benefit of the Agent and without liability to any Obligor, that it is:
- (a) [a Qualifying Lender falling within paragraph (i)(A) [or paragraph (ii)] of the definition of Qualifying Lender;]
 - (b) [a Treaty Lender;]
 - (c) [not a Qualifying Lender].⁷
8. [The New Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:
- (a) a company resident in the United Kingdom for United Kingdom tax purposes; or
 - (b) a partnership each member of which is:
 - (i) a company so resident in the United Kingdom; or
 - (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or
 - (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.]⁸
- [5/6] [The New Lender represents and warrants to the [Borrower[s] incorporated under Dutch law] that it is a "professional market party" (*professionele marktpartij*) within the meaning of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) including any and all decrees and regulations issued pursuant thereto.]⁹
- [6/7] [The New Lender confirms that it [is]/[is not]¹⁰ a Non-Acceptable L/C Lender.]¹¹
-
- 7 Delete as applicable — each New Lender is required to confirm which of these three categories it falls within.
- 8 Include only if New Lender is a UK Non-Bank Lender i.e. falls within paragraph (i)(B) of the definition of Qualifying Lender in Clause 17.1 (*Definitions*).
- 9 To be inserted only if the advance made by such New Lender is less than €50,000. [TBC]
- 10 Delete as applicable.

- [7./8] Insofar as necessary and for the purposes of Articles 1278 and 1281 of the Belgian Civil Code and any similar provisions under any other applicable law, the New Lender hereby expressly reserves all Transaction Security existing on the date hereof and such Transaction Security shall continue to secure the obligations expressed to be secured under the Transaction Security Documents.
- [8./9.] We refer to clause 13.2 (*Change of Senior Lender of MOF Lender*) of the Security Trust Agreement.
- In consideration of the New Lender being accepted as a Senior Lender for the purposes of the Security Trust Agreement (and as defined in the Security Trust Agreement), the New Lender confirms that, as from the Transfer Date, it intends to be party to the Security Trust Agreement as a Senior Lender, and undertakes to perform all the obligations expressed in the Security Trust Agreement to be assumed by a Senior Lender and agrees that it shall be bound by all the provisions of the Security Trust Agreement, as if it had been an original party to the Security Trust Agreement.
- [9./10.] This Agreement acts as notice to the Agent (on behalf of each Finance Party) and, upon delivery in accordance with Clause 28.8 (*Copy of Transfer Certificate, Assignment Agreement or Increase Confirmation to Parent*), to the Parent (on behalf of each Obligor) of the assignment referred to in this Agreement.
- [10./ 11.] This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.
- [11./12.] This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.
- [12./13.] This Agreement has been entered into on the date stated at the beginning of this Agreement.

Note: The execution of this Assignment Agreement may not transfer a proportionate share of the Existing Lender's interest in the Transaction Security in all jurisdictions. It is the responsibility of the New Lender to ascertain whether any other documents or other formalities are required to perfect a transfer of such a share in the Existing Lender's Transaction Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

¹¹ Include only if the transfer includes the transfer of a Revolving Facility Commitment/a participation in the Revolving Facility

THE SCHEDULE

Commitment/rights and obligations to be transferred by assignment, release and accession

[insert relevant details]

[Facility office address, fax number and attention details for notices and account details for payments]

[Existing Lender]

[New Lender]

By:

By:

This Agreement is accepted as an Assignment Agreement for the purposes of the Revolving Facility Agreement by the Agent and as a Creditor/Agent Accession Undertaking for the purposes of the Security Trust Agreement and the Transfer Date is confirmed as [1].

Signature of this Agreement by the Agent constitutes confirmation by the Agent of receipt of notice of the assignment referred to in this Agreement, which notice the Agent receives on behalf of each Finance Party.

[Agent]

By:

[Security Agent]

By:

SCHEDULE 7
FORM OF ACCESSION DEED

To: [] as Agent and [] as Security Agent for itself and each of the parties to the Security Trust Agreement referred to below

From: [Subsidiary] and [Parent]

Dated:

Dear Sirs

[Parent] — [] Revolving Facility Agreement
dated [] (the "Revolving Facility Agreement")

1. We refer to the Revolving Facility Agreement and the Security Trust Agreement. This deed (the "**Accession Deed**") shall take effect as an Accession Deed for the purposes of the Revolving Facility Agreement and a Debtor Accession Deed for the purposes of the Security Trust Agreement (as defined in the Security Trust Agreement). Terms defined in the Revolving Facility Agreement have the same meaning in paragraphs 1-3 of this Accession Deed unless given a different meaning in this Accession Deed.
 2. [name of *Subsidiary*]:
 - (a) agrees to become an Obligor and an Additional [Borrower]/[Guarantor] and to be bound by the terms of the Revolving Facility Agreement and the other Finance Documents (other than the Security Trust Agreement) as a [Borrower]/[Guarantor] and an Obligor;
 - (b) and undertakes to perform all of the obligations expressed to be assumed by an Obligor and a [Borrower]/[Guarantor] under the Revolving Facility Agreement and agrees that it shall be bound by the Revolving Facility Agreement as if it had been an original party to it;
 - (c) is a company duly incorporated under the laws of [name of *relevant jurisdiction*] and is a limited liability company and registered number [];
 - (d) makes the representations and warranties referred to in Clause 23.29(c) of the Revolving Facility Agreement;
 - (e) appoints the Company in accordance with Clause 2.4 (*Obligors' Agent*) of the Revolving Facility Agreement.
 3. [Subsidiary's] administrative details for the purposes of the Revolving Facility Agreement and the Security Trust Agreement are as follows:

Address:

Fax No.:

Attention:
 4. [[Subsidiary] (for the purposes of this paragraph 4, the "**Acceding Debtor**") intends to [incur Liabilities under the following documents]/[give a guarantee, indemnity or other assurance against loss in respect of Liabilities under the following documents]:
-

[Insert details (date, parties and description) of relevant documents]

the "Relevant Documents".]

IT IS AGREED as follows:

- (a) Terms defined in the Security Trust Agreement shall, unless otherwise defined in this Accession Deed, bear the same meaning when used in this paragraph 4.
- (b) The Acceding Debtor and the Security Agent agree that the Security Agent shall hold:
 - (i) [any Security in respect of Liabilities created or expressed to be created pursuant to the Relevant Documents;
 - (ii) all proceeds of that Security; and]
 - (iii) all obligations expressed to be undertaken by the Acceding Debtor to pay amounts in respect of the Liabilities to the Security Agent as trustee for the Secured Parties (in the Relevant Documents or otherwise) and secured by the Transaction Security together with all representations and warranties expressed to be given by the Acceding Debtor (in the Relevant Documents or otherwise) in favour of the Security Agent as trustee for the Secured Parties,
on trust for the Secured Parties on the terms and conditions set out in the Security Trust Agreement.
- (c) The Acceding Debtor confirms that it intends to be party to the Security Trust Agreement as a Debtor, undertakes to perform all the obligations expressed to be assumed by a Debtor under the Security Trust Agreement and agrees that it shall be bound by all the provisions of the Security Trust Agreement as if it had been an original party to the Security Trust Agreement.

[4.]/[5.] This Accession Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

[appropriate jurisdiction and service of process language to be inserted]

THIS ACCESSION DEED has been signed on behalf of the Security Agent (for the purposes of paragraph 4 above only), signed on behalf of the Parent and executed as a deed by [Subsidiary] and is delivered on the date stated above.

[Subsidiary]

[EXECUTED AS A DEED

By: [Subsidiary]

)
)
)

Director

Director/Secretary

OR

[EXECUTED AS A DEED

By: [Subsidiary]

)
)
)

Signature of Director

Name of Director

in the presence of:

Signature of witness

Name of witness

Address of witness

Occupation of witness]

The Parent

[Parent]

By:

The Security Agent

[Full Name of Current Security Agent]

By:

Date:

SCHEDULE 8
FORM OF RESIGNATION LETTER

To: [I] as Agent
From: [resigning Obligor] and [Parent]
Dated:
Dear Sirs

[Parent] — [I] Revolving Facility Agreement
dated [I] (the “Revolving Facility Agreement”)

1. We refer to the Revolving Facility Agreement. This is a Resignation Letter. Terms defined in the Revolving Facility Agreement have the same meaning in this Resignation Letter.
2. Pursuant to [Clause 29.3 (*Resignation of a Borrower*)]/[Clause 29.5 (*Resignation of a Guarantor*)], we request that [resigning Obligor] be released from its obligations as a [Borrower]/[Guarantor] under the Revolving Facility Agreement and the Finance Document (other than the Security Trust Agreement).
3. We confirm that:
 - (a) no Default is continuing or would result from the acceptance of this request; and
 - (b) *[[this request is given in relation to a Third Party Disposal of [resigning Obligor];
 - (c) [the Disposal Proceeds have been or will be applied in accordance with Clause 11.2 (*Disposal and Insurance Proceeds*);]**
 - (d) [I]**
4. This Resignation Letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

[Parent]

[resigning Obligor]

By:

By:

NOTES:

- * Insert where resignation only permitted in case of a Third Party Disposal.
- ** Amend as appropriate, e.g. to reflect agreed procedure for payment of proceeds into a specified account.
- *** Insert any other conditions required by the Revolving Facility Agreement.

SCHEDULE 9
FORM OF COMPLIANCE CERTIFICATE

To: [I] as Agent

From: [Parent]

Dated:

Dear Sirs

[Parent] — [I] Revolving Facility Agreement
dated [I] (the “Revolving Facility Agreement”)

1. We refer to the Revolving Facility Agreement. This is a Compliance Certificate. Terms defined in the Revolving Facility Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.
2. We confirm that:
[We confirm that [Interest Cover]/[Leverage] is [I]:1 and that, therefore, the Revolving Facility Margin should be [I]%.]
3. [We confirm that no Default is continuing.]*
4. [We confirm that the following companies constitute Material Companies for the purposes of the Revolving Facility Agreement: [I].]
[We confirm that the aggregate of the earnings before interest, tax, depreciation and amortisation (calculated on the same basis as Consolidated EBITDA, as defined in Clause 25 (*Financial Covenants*)) and the aggregate gross assets, aggregate net assets and aggregate turnover] of the Guarantors (in each case calculated on an unconsolidated basis and excluding all intra-group items and investments in Subsidiaries of any member of the Group) exceeds 80% of the [Consolidated EBITDA, as defined in Clause 25 (*Financial Covenants*) and consolidated gross assets, consolidated net assets and consolidated turnover of the Group].

Signed

Director of [Parent]

Director of [Parent]

[insert applicable audit certification language if required]

for and on behalf of
[name of Auditors of the Parent]**

NOTES:

- * If this statement cannot be made, the certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.
- ** Only applicable if the Compliance Certificate accompanies the audited financial statements and is to be signed by the Auditors.

SCHEDULE 10

TIMETABLES

Part I

Loans

	Loans in euro	Loans in sterling	Loans in other currencies
Agent notifies the Parent if a currency is approved as an Optional Currency in accordance with Clause 4.3 (<i>Conditions relating to Optional Currencies</i>)	—	—	U-4
Delivery of a duly completed Utilisation Request (Clause 5.1 (<i>Delivery of a Utilisation Request</i>)) or a Selection Notice (Clause 14.1 (<i>Selection of Interest Periods and Terms</i>))	U-3 9.30am	U-1 9.30am	U-3 9.30am
Agent determines (in relation to a Utilisation) the Base Currency Amount of the Loan, if required under Clause 5.4 (<i>Lenders' participation</i>) and notifies the Lenders of the Loan in accordance with Clause 5.4 (<i>Lenders' participation</i>)	U-3 Noon	U-1 noon	U-3 noon
Agent receives a notification from a Lender under Clause 8.2 (<i>Unavailability of a currency</i>)	Quotation Day 9.30am	—	Quotation Day 9.30am
Agent gives notice in accordance with Clause 8.2 (<i>Unavailability of a currency</i>)	Quotation Day 5.30pm	—	Quotation Day 5.30pm
LIBOR or EURIBOR is fixed	Quotation Day as of 11:00 a.m. in respect of LIBOR and as of 11.00 a.m. (Brussels time) in respect of EURIBOR	Quotation Day as of 11:00 a.m.	Quotation Day as of 11:00 a.m.

“U” = date of utilisation or, if applicable, in the case of a Term Loan that has already been borrowed, the first day of the relevant Interest Period for that Term Loan.

“U – X” = X Business Days prior to date of utilisation.

Part II
Letters of Credit

	<u>in sterling</u>	<u>in other currencies</u>
Delivery of a duly completed Utilisation Request (Clause 6.2 (<i>Delivery of a Utilisation Request for Letters of Credit</i>))	U-1 9.30am	U-3 9.30am
Agent determines (in relation to a Utilisation) the Base Currency Amount of the Letter of Credit if required under paragraph (d) of Clause 6.5 (<i>Issue of Letters of Credit</i>) and notifies the Issuing Bank and Lenders of the Letter of Credit in accordance with paragraph (d) of Clause 6.5 (<i>Issue of Letters of Credit</i>).	U-1 9.30am	U-3 9.30am
Delivery of duly completed Renewal Request (Clause 6.6 (<i>Renewal of a Letter of Credit</i>))	U-1 9.30am	U-3 9.30am

“U” = date of utilisation, or, if applicable, in the case of a Letter of Credit to be renewed in accordance with Clause 6.6 (*Renewal of a Letter of Credit*), the first day of the proposed term of the renewed Letter of Credit

“U – X” = Business Days prior to date of utilisation

SCHEDULE 11
AGREED SECURITY PRINCIPLES

1. **Considerations**

The guarantees and security to be provided pursuant to this Agreement, by an Additional Guarantor which is not an Initial Obligor or otherwise after the first Utilisation Date will be given in accordance with the agreed security principles in this Schedule 11 (the “**Agreed Security Principles**”).

2. **Potential restrictions**

The Agreed Security Principles embody a recognition by all parties that there may be certain legal and practical difficulties in obtaining effective guarantees and security from members of the Group after the first Utilisation Date in every jurisdiction in which they are incorporated or operate. In particular:

- (a) general statutory limitations, financial assistance, corporate benefit, fraudulent preference, “thin capitalisation” rules (or analogous restrictions), retention of title claims and similar principles may, pursuant to any applicable law or regulation, limit the ability of a member of the Group to provide a guarantee or Security or may require that the guarantee or Security be limited by an amount or scope. The Parent will use all reasonable endeavours to assist in demonstrating that adequate corporate benefit accrues to each Obligor in respect of such guarantees or security to the extent required by any applicable law;
- (b) the Security and extent of its perfection will take into account the cost of providing such guarantee or Security which must be proportionate (in the reasonable opinion of the Majority Lenders) to the benefit accruing to the Secured Parties, “cost” includes, but is not limited to, income tax cost, registration taxes payable on the creation or enforcement or for the continuance of any guarantee or Security, stamp duties, notarial fees, out-of-pocket expenses, and other fees and expenses directly incurred by any member of the Group;
- (c) it is acknowledged that in certain jurisdictions it may be either impossible or impractical to create Security over certain categories of assets, in which event Security will not be taken over such assets;
- (d) in relation to any assets subject to pre-existing third party arrangements which are permitted by this Agreement and which prevent those assets from being charged, in the event that an Obligor uses reasonable endeavours (without incurring a material cost to it or damaging the relevant commercial relationship) to obtain consent to charging any such assets and such consent is not obtained, the Security Agent will on reasonable request by the relevant Obligor release such security over such assets;
- (e) members of the Group will not be required to give guarantees or enter into Transaction Security Documents if the same would conflict with the fiduciary duties of their directors or contravene any legal prohibition or would result in a material risk of personal or criminal liability on the part of any officer, provided that the relevant member of the Group shall use all reasonable endeavours to overcome any such obstacle;
- (f) Security shall not be created or perfected to the extent that they would (and provided that in the reasonable opinion of the Majority Lenders the Majority Lenders agree they

would) impose an undue administration burden on, or material inconvenience to the ordinary course of operations of, the provider of the Security, taking into account the benefit obtained by the beneficiary of the Security;

- (g) to the extent possible, all security shall be given in favour of the Security Agent and not the Finance Parties individually; "Parallel debt" provisions will be used where necessary and such provisions will be contained in the Security Trust Agreement unless required under local laws to be included in the Transaction Security Document. Where a right is given to the Secured Parties, it shall always be exercisable by any agent or representative of the Secured Parties, and any notice to be given by or to the Secured Parties shall be given by or to such representative or agent;
- (h) information, such as lists of assets, will be provided if and only to the extent, required by local law to be provided to perfect or register the relevant Security and, unless required to be provided by local law or custom more frequently, will be provided annually.

3. **Guarantees/Security**

- (a) To the extent legally permitted and subject to paragraph 2 above each guarantee and security will be an upstream, cross-stream and downstream guarantee and will be for all liabilities of the Obligors under the Finance Documents.
- (b) Perfection of Transaction Security (when required) and other legal formalities will be completed as soon as practicable and, in any event, within the time periods specified by applicable law in order to ensure due perfection. Perfection of Transaction Security will not be required if it would in the reasonable opinion of the Majority Lenders have a material adverse effect on the ability of the relevant Obligor to conduct its operations and business in the ordinary course as permitted by the Finance Documents. The Security Agent may only register security interests over intellectual property rights in respect of material intellectual property.
- (c) The Transaction Security Documents will allow the Lenders to enforce their security without any restriction from (i) the constitutional documents of the relevant Obligor; (ii) any company which is or whose assets are the subject of such Transaction Security Document (but subject to any inalienable statutory rights which the company may have to challenge such enforcement) or (iii) any shareholders of the foregoing not party to the relevant Transaction Security Document.
- (d) Where shares are pledged, the Transaction Security Document will be governed by the laws of the company whose shares are being pledged and not by the law of the country of the pledgor.

4. **Terms of Transaction Security Documents**

The following principles will be reflected in the terms of any Transaction Security Document:

- (a) save as otherwise required by local law or custom, security will not be enforceable until the Acceleration Date has occurred;
- (b) notification of pledges or security over bank accounts and insurance receivables will be given at the time of execution of the relevant Transaction Security Document or otherwise in accordance with the terms of the Transaction Security Documents;
- (c) notification of receivables security to debtors and of security over goods held by third parties may only be given if an Event of Default is continuing;

- (d) the security documents shall operate to create Security rather than to impose new commercial obligations. Accordingly, they should not contain any representations or undertakings other than in respect of the perfection and registration of the Security or customary under local law and/or consistent with those in this Agreement;
- (e) in respect of share pledges, until the occurrence of an Event of Default which his continuing the pledgors shall be permitted to retain and to exercise voting rights to any shares pledged by them in a manner which does not adversely affect the validity or enforceability of the security or cause an Event of Default to occur, and the pledgors should be permitted to pay dividends upstream on pledged shares to the extent permitted under this Agreement;
- (f) the Finance Parties should only be able to exercise any power of attorney granted to them under the security documents after the occurrence of an Event of Default which is continuing or after failure by an Obligor to comply with a further assurance or perfection obligation;
- (g) the Security under the Transaction Security Documents will be first ranking subject to any Permitted Security;
- (h) the Security under the Transaction Security Documents will be granted over all receivables, inventory, bank accounts and all other (in the reasonable opinion of the Majority Lenders) material assets, all shares in each Obligor and any other assets which it is customary to secure under local law in all asset or floating charge type security (any such other assets being, collectively, the "**Non Core Assets**"). Non Core Assets secured under any all assets or floating charge type security shall only be required to be subject to any perfection step or requirement or analogous restriction if an Event of Default is continuing; and
- (i) if an Obligor owns shares in a member of the Group that is not an Obligor and is not incorporated in the jurisdiction of incorporation of such Obligor, no steps shall be taken to create or perfect security over those shares other than to the extent covered in an all assets or floating charge type of security agreement.

5. "**Acceleration Date**" means the date (if any) on which:

- (a) the Agent gives a notice under paragraph (a), (b) or (d) of Clause 27.17 (*Acceleration*); or
- (b) the Agent having placed the Facilities on demand pursuant to paragraph (c) of Clause 27.17 (*Acceleration*) or declared that cash cover in respect of each Letter of Credit be payable on demand pursuant to paragraph (e) of Clause 27.17 (*Acceleration*), makes a demand under either paragraph (c) or, as the case may be, paragraph (e) as aforesaid; or
- (c) any Finance Party makes a demand for payment of any amounts owing under any Finance Document, other than this Agreement.

SCHEDULE 12
FORM OF INCREASE CONFIRMATION

To: [] as Agent, [] as Security Agent, [] as Issuing Bank¹² and [] as Parent, for and on behalf of each Obligor

From: [the *Increase Lender*] (the “**Increase Lender**”)

Dated:

[Parent] — [] Revolving Facility Agreement
dated [] (the “Revolving Facility Agreement”)

1. We refer to the Revolving Facility Agreement. This agreement (the “**Agreement**”) shall take effect as an Increase Confirmation for the purpose of the Revolving Facility Agreement. Terms defined in the Revolving Facility Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.
2. We refer to clause 2.2 (*Increase*) of the Revolving Facility Agreement.
3. The Increase Lender agrees to assume and will assume all of the obligations corresponding to the Commitment specified in the Schedule (the “**Relevant Commitment**”) as if it was an Original Lender under the Revolving Facility Agreement.
4. The proposed date on which the increase in relation to the Increase Lender and the Relevant Commitment is to take effect (the “**Increase Date**”) is [].
5. On the Increase Date, the Increase Lender becomes party to the relevant Finance Documents as a Lender.
6. The Facility Office and address, fax number and attention details for notices to the Increase Lender for the purposes of Clause 35.2 (*Addresses*) are set out in the Schedule.
7. The Increase Lender expressly acknowledges the limitations on the Lenders’ obligations referred to in paragraph (f) of Clause 2.2 (*Increase*).
8. The Increase Lender confirms, for the benefit of the Agent and without liability to any Obligor, that it is:
 - (a) [a Qualifying Lender (other than a Treaty Lender);]
 - (b) [a Treaty Lender;]
 - (c) [not a Qualifying Lender].¹³

¹² Only if increase in the Total Revolving Facility Commitments.

¹³ Delete as applicable — each Increase Lender is required to confirm which of these three categories it falls within.

9. [The Increase Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:
- (a) a company resident in the United Kingdom for United Kingdom tax purposes; or
 - (b) a partnership each member of which is:
 - (i) a company so resident in the United Kingdom; or
 - (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or
 - (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.]¹⁴

[9./10.] This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

[10./11.] This Agreement [and any non-contractual obligations arising out of or in connection with it] [is/are]¹⁵ governed by English law.

11./12.] This Agreement has been entered into on the date stated at the beginning of this Agreement.

Note: **The execution of this Increase Confirmation may not be sufficient for the Increase Lender to obtain the benefit of the Transaction Security in all jurisdictions. It is the responsibility of the Increase Lender to ascertain whether any other documents or other formalities are required to obtain the benefit of the Transaction Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.**

¹⁴ Include only if New Lender is a UK Non-Bank Lender i.e. falls within paragraph (i)(B) of the definition of Qualifying Lender in Clause 17.1 (*Definitions*).

¹⁵ This clause should follow the approach adopted as regards non-contractual obligations in Clause 42 (*Governing Law*). This should be done (and this footnote deleted) before the Facility Agreement is signed.

THE SCHEDULE

Relevant Commitment/rights and obligations to be assumed by the Increase Lender

[insert relevant details]

[Facility office address, fax number and attention details for notices and account details for payments]

[Increase Lender]

By:

This Agreement is accepted as an Increase Confirmation for the purposes of the Revolving Facility Agreement by the Agent [and the Issuing Bank]*, and the Increase Date is confirmed as [I].

Agent

[Issuing Bank

By:

By:]*

Security Agent

By:

NOTE:

* Only if increase in the Total Revolving Facility Commitments.

SIGNATURES

THE PARENT

MRC TRANSMARK GROUP B.V.

By: /s/ Neil P. Wagstaff

Address: Heaton House, Riverside Drive, Hunsworth Lane, Bradford, BD19 4DH

Fax: +44 (0)1274 700166

THE COMPANY

MRC TRANSMARK HOLDINGS UK LIMITED

By: /s/ Neil P. Wagstaff

Address: Heaton House, Riverside Drive, Hunsworth Lane, Bradford, BD19 4DH

Fax: +44 (0)1274 700166

THE ORIGINAL BORROWER

MRC TRANSMARK HOLDINGS UK LIMITED

By: /s/ Neil P. Wagstaff

Address: Heaton House, Riverside Drive, Hunsworth Lane, Bradford, BD19 4DH

Fax: +44 (0)1274 700166

THE ORIGINAL GUARANTORS

MRC TRANSMARK GROUP B.V.

By: /s/ Neil P. Wagstaff

Address: Heaton House, Riverside Drive, Hunsworth Lane, Bradford, BD19 4DH

Fax: +44 (0)1274 700166

MRC TRANSMARK HOLDINGS UK LIMITED

By: /s/ Neil P. Wagstaff

Address: Heaton House, Riverside Drive, Hunsworth Lane, Bradford, BD19 4DH

Fax: +44 (0)1274 700166

THE ARRANGER

HSBC BANK PLC

By: /s/ Peter Helliwell

Address: 4th Floor, City Point, 29 King Street, Leeds LS1 2HL

Fax: 0845 879 452

Attention: Peter Helliwell

THE AGENT

HSBC BANK PLC

By: /s/ Peter Helliwell

Address: 4th Floor, City Point, 29 King Street, Leeds LS1 2HL

Fax: 0845 879 452

Attention: Peter Helliwell

THE SECURITY AGENT

HSBC BANK PLC

By: /s/ Peter Helliwell

Address: 4th Floor, City Point, 29 King Street, Leeds LS1 2HL

Fax: 0845 879 452

Attention: Peter Helliwell

THE ISSUING BANK

HSBC BANK PLC

By: /s/ Peter Helliwell

Address: 4th Floor, City Point, 29 King Street, Leeds LS1 2HL

Fax: 0845 879 452

Attention: Peter Helliwell

THE ORIGINAL LENDER

HSBC BANK PLC

By: /s/ Peter Helliwell

Address: 4th Floor, City Point, 29 King Street, Leeds LS1 2HL

Fax: 0845 879 452

Attention: Peter Helliwell

THE ORIGINAL MOF LENDER

HSBC BANK PLC

By: /s/ Peter Helliwell

Address: 4th Floor, City Point, 29 King Street, Leeds LS1 2HL

Fax: 0845 879 452

Attention: Peter Helliwell

THE ORIGINAL HEDGE COUNTERPARTY

HSBC BANK PLC

By: /s/ Peter Helliwell

Address: 4th Floor, City Point, 29 King Street, Leeds LS1 2HL

Fax: 0845 879 452

Attention: Peter Helliwell

LOAN, SECURITY AND GUARANTEE AGREEMENT

Dated as of June 14, 2011

among

**MCJUNKIN RED MAN CORPORATION,
GREENBRIER PETROLEUM CORPORATION,
MCJUNKIN NIGERIA LIMITED,
MCJUNKIN — PUERTO RICO CORPORATION,
MCJUNKIN RED MAN DEVELOPMENT CORPORATION,
MCJUNKIN — WEST AFRICA CORPORATION,
MIDWAY — TRISTATE CORPORATION,
MILTON OIL & GAS COMPANY,
MRC MANAGEMENT COMPANY,
MRM OKLAHOMA MANAGEMENT LLC,
RUFFNER REALTY COMPANY**

and

THE SOUTH TEXAS SUPPLY COMPANY, INC.,
as U.S. Borrowers and Canadian Facility Guarantors,

MIDFIELD SUPPLY ULC,
as a Canadian Borrower,

any other U.S. Borrowers and Canadian Borrowers party hereto from time to time

and

certain other U.S. Subsidiaries of U.S. Borrowers
party hereto from time to time as U.S. Facility Guarantors and Canadian Facility Guarantors,

CERTAIN FINANCIAL INSTITUTIONS,
as Lenders,

BANK OF AMERICA, N.A.,
as Administrative Agent and Collateral Agent,

BARCLAYS CAPITAL

and

WELLS FARGO CAPITAL FINANCE LLC,
as Co-Syndication Agents,

GOLDMAN SACHS LENDING PARTNERS LLC

and

U.S. BANK NATIONAL ASSOCIATION,
as Co-Documentation Agents and Managing Agents

and

SUNTRUST BANK

and

TD BANK, N.A.,
as Managing Agents

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,
as Lead Arranger and Book Manager

and

BARCLAYS CAPITAL

and

WELLS FARGO CAPITAL FINANCE, LLC,
as Joint Lead Arrangers and as Joint Book Managers

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LOAN, SECURITY AND GUARANTEE AGREEMENT

THIS LOAN, SECURITY AND GUARANTEE AGREEMENT is dated as of June 14, 2011, among MCJUNKIN RED MAN CORPORATION, a Delaware corporation ("MRC"), GREENBRIER PETROLEUM CORPORATION, a West Virginia corporation ("Greenbrier"), MCJUNKIN NIGERIA LIMITED, a Delaware corporation ("McJunkin Nigeria"), MCJUNKIN — PUERTO RICO CORPORATION, a Delaware corporation ("McJunkin Puerto Rico"), MCJUNKIN RED MAN DEVELOPMENT CORPORATION, a Delaware corporation ("McJunkin Development"), MCJUNKIN — WEST AFRICA CORPORATION, a Delaware corporation ("McJunkin West Africa"), MIDWAY — TRISTATE CORPORATION, a New York corporation ("Midway"), MILTON OIL & GAS COMPANY, a West Virginia corporation ("Milton"), MRC MANAGEMENT COMPANY, a Delaware corporation ("Management"), MRM OKLAHOMA MANAGEMENT L.L.C., a Delaware limited liability company ("MRM Oklahoma"), RUFFNER REALTY COMPANY, a West Virginia corporation ("Ruffner"), and THE SOUTH TEXAS SUPPLY COMPANY, INC., a Texas corporation ("South Texas" and, together with MRC, Greenbrier, McJunkin Nigeria, McJunkin Puerto Rico, McJunkin Development, McJunkin West Africa, Midway, Milton, Management, MRM Oklahoma and Ruffner, the "Initial U.S. Borrowers"), and MIDFIELD SUPPLY ULC, an Alberta unlimited liability company (the "Initial Canadian Borrower" and, together with the other Canadian Borrowers (as defined herein) and the U.S. Borrowers (as defined herein), the "Borrowers" and each, a "Borrower"), the other U.S. Subsidiaries (as defined herein) of the U.S. Borrowers which may hereafter become party to this Agreement as U.S. Facility Guarantors and Canadian Facility Guarantors (each as defined herein), the financial institutions party to this Agreement from time to time as lenders (collectively, "Lenders"), BANK OF AMERICA, N.A., a national banking association, in its capacity as collateral agent and administrative agent for itself and the other Secured Parties (as defined herein) (together with any successor agent appointed pursuant to Section 12.8, the "Agent"), Barclays Capital, the investment banking division of Barclays Bank PLC, and Wells Fargo Capital Finance LLC, as Co-Syndication Agents, Goldman Sachs Lending Partners LLC and U.S. Bank National Association, as Co-Documentation Agents and Managing Agents, and SunTrust Bank and TD Bank, N.A., as Managing Agents.

RECITALS:

The Borrowers have requested that Lenders provide a senior secured revolving credit facility to the Borrowers to finance their mutual and collective business enterprise consisting of a Canadian tranche in the initial maximum facility amount of Cdn\$150,000,000 and a U.S. tranche in the initial maximum facility amount of \$900,000,000. Lenders are willing to provide the senior secured revolving credit facility on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS; RULES OF CONSTRUCTION

1.1 **Definitions.** As used herein, the following terms have the meanings set forth below:

Account: as defined in the UCC or the PPSA, as applicable, including all rights to payment for goods sold or leased, or for services rendered, whether or not they have been earned by performance.

Account Debtor: any Person who is obligated under an Account, Chattel Paper or General Intangible.

Accounting Change: as defined in Section 1.2.

Acquired EBITDA: with respect to any Acquired Entity or Business or any Converted Restricted Subsidiary (any of the foregoing, a "Pro Forma Entity") for any period, the amount for such period of Consolidated EBITDA of such Pro Forma Entity (determined using such definitions as if references to the Borrowers and their Subsidiaries therein were to such Pro Forma Entity and its Subsidiaries), all as determined on a consolidated basis for such Pro Forma Entity in accordance with GAAP.

Acquired Entity or Business: as defined in the term "Consolidated EBITDA".

Additional Lender: as defined in Section 2.1.7(a).

Affiliate: with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. "Control" means the possession, directly or indirectly, of the power (a) to vote 20% or more of the securities having ordinary voting power for the election of directors, in the case of a corporation, or equivalent governing body, in the case of any other type of legal entity, of a Person or (b) to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have correlative meanings.

Agent: as defined in the preamble to this Agreement.

Agent Indemnitees: the Agent and its officers, directors, employees, Affiliates and agents.

Agent Professionals: attorneys, accountants, appraisers, auditors, business valuation experts, environmental engineers or consultants, turnaround consultants, and other professionals and experts retained by Agent.

Agreement: this Loan, Security and Guarantee Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

Allocable Amount: as defined in Section 5.10.3(b).

AML Legislation: as defined in Section 14.17.

Applicable Canadian Borrower: (a) the Initial Canadian Borrower or (b) any other Canadian Borrower, as the context requires.

Applicable Canadian Borrower Commitment: with respect to any Canadian Borrower, the amount of Canadian Revolver Commitments up to which such Canadian Borrower may borrow Canadian Revolver Loans or request the issuance of Canadian Letters of Credit, as designated by the Loan Party Agent from time to time, and in an aggregate amount for all Canadian Borrowers not to exceed the total Canadian Revolver Commitments.

Applicable Canadian Borrower Secured Obligations: (a) if the Initial Canadian Borrower is the only Canadian Borrower, the Canadian Facility Secured Obligations of the Initial Canadian Borrower and (b) if there is more than one Canadian Borrower, the Secured Obligations of the Applicable Canadian Borrower.

Applicable Law: all laws, rules, regulations and legally binding governmental guidelines applicable to the Person, conduct, transaction, agreement or matter in question, including all applicable statutory law and common law, and all provisions of constitutions, treaties, statutes, rules, regulations, orders and decrees of Governmental Authorities (having the force of law).

Applicable Lenders: with respect to the U.S. Borrowers, the U.S. Lenders, and with respect to the Canadian Borrowers, the Canadian Lenders.

Applicable Margin: with respect to any Type of Loan and such other Obligations specified below, the respective margin set forth below, as determined by reference to the Consolidated Fixed Charge Coverage Ratio as calculated as of the last day of the fiscal quarter then most recently ended:

Level	Consolidated Fixed Charge Coverage Ratio	LIBOR Loans, Canadian BA Rate Loans, U.S. Letter of Credit Fees, Canadian Letter of Credit Fees	U.S. Base Rate Loans, Canadian Base Rate Loans and Canadian Prime Rate Loans
I	£ 1.50: 1.00	2.25%	1.25%
II	> 1.50: 1.00 but £ 2.25: 1.00	2.00%	1.00%
III	> 2.25: 1.00	1.75%	.75%

Until December 1, 2011, margins shall be determined as if Level II were applicable. Thereafter, the margins shall be subject to increase or decrease upon receipt by the Agent pursuant to Sections 10.1.1(a) and (b) of the financial statements and corresponding Compliance Certificate, which change shall be effective on the first day of the calendar month immediately following receipt. If, by the first day of a month, any financial statement or Compliance Certificate due in the preceding month has not been received, then, at the option of the Agent or Required Lenders, the margins shall be determined as if Level I were applicable, from such day until the first day of the calendar month immediately following actual receipt.

Approved Fund: any Person (other than a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in its ordinary course of activities, has the capacity to fund Revolver Loans hereunder and is administered or managed by a Lender, an entity that administers or manages a Lender, or an Affiliate of either.

Assignment and Acceptance: an assignment agreement between a Lender and Eligible Assignee (and, to the extent required by the definition of "Eligible Assignee," consented to by the Loan Party Agent), in the form of Exhibit A-1.

ATB Financial Debt: a fixed asset revolving term loan facility made by Alberta Treasury Branches in favor of the Initial Canadian Borrower and its Subsidiaries, in the aggregate amount of \$15,000,000 pursuant to the Amended and Restated Commitment Letter, dated as of November 13, 2009, as amended, modified, supplemented or restated to the Closing Date.

Bank of America: Bank of America, N.A., a national banking association, and its successors and assigns.

Bank of America (Canada): Bank of America, N.A. (acting through its Canada branch).

Bank of America Indemnitees: Bank of America, Bank of America (Canada) and their respective officers, directors, employees, Affiliates and agents.

Bank Product: any of the following products, services or facilities extended to any Borrower or Subsidiary by a Lender or any of its Affiliates: (a) Cash Management Services; (b) products under Hedge Agreements (other than Hedge Agreements that constitute Notes Priority Lien Debt for purposes of the Intercreditor Agreement); (c) commercial credit card, purchase card and merchant card services; and (d) other banking products or services as may be requested by any Borrower or Subsidiary, other than loans and letters of credit.

Bank Product Debt: Indebtedness and other obligations of a Loan Party relating to Bank Products.

Bank Product Document: any agreement, instrument or other document entered into in connection with any Bank Product Debt.

Board of Governors: the Board of Governors of the Federal Reserve System.

Borrower and Borrowers: as defined in the preamble to this Agreement.

Borrower Group: a group consisting of (i) the U.S. Borrowers or (ii) the Canadian Borrowers, as the context requires.

Borrower Group Commitment: with respect to the commitment of a U.S. Lender, its U.S. Revolver Commitment and, with respect to the commitment of a Canadian Lender, its Canadian Revolver Commitment; and the term "Borrower Group Commitments" means, collectively, the Borrower Group Commitments of U.S. Lenders and the Borrower Group Commitments of Canadian Lenders. To the extent any Lender has both a U.S. Revolver Commitment and a

Canadian Revolver Commitment, such Commitments shall be considered as separate Commitments for purposes of this definition.

Borrowing: a group of Loans of one Type that are made on the same day or are converted into Loans of one Type on the same day.

Borrowing Base: the Total Canadian Borrowing Base, the Canadian Borrowing Base and/or the U.S. Borrowing Base, as the context requires.

Borrowing Base Certificate: a certificate, executed by a Senior Officer of the Loan Party Agent, in the form of **Exhibit B-1** with respect to any Canadian Borrowing Base, and in the form of **Exhibit B-2** with respect to the U.S. Borrowing Base, in each case, with such changes as may be agreed to by Loan Party Agent and Agent, setting forth the Borrowers' calculation of the Borrowing Base.

Business Day: any day excluding Saturday, Sunday and any other day that is a legal holiday under the laws of the State of North Carolina or the State of New York or is a day on which banking institutions located in such state are closed; and when used with reference to (i) a LIBOR Loan, the term shall also exclude any day on which banks are not open for the transaction of banking business in London, United Kingdom and (ii) a Canadian Revolver Loan, shall also exclude a day on which banks in Toronto, Ontario, Canada are not open for the transaction of banking business.

Canadian Availability: as of any date of determination, (a) the lesser of (i) the Canadian Revolver Commitments *minus* all Canadian LC Obligations as of such date of determination and (ii) the Total Canadian Borrowing Base as of such date of determination, *minus* (b) the principal balance of all Canadian Revolver Loans.

Canadian Availability Reserves: the sum (without duplication) of (a) the aggregate amount of the Canadian Rent Reserve, if any, established pursuant to clause (h) of the definition of Canadian Eligible Inventory; (b) the Canadian LC Reserve; (c) the Canadian Bank Product Reserve; (d) the Canadian Priority Payables Reserve; and (e) such additional reserves, in such amounts and with respect to such matters, as the Agent may establish in its Permitted Discretion.

Canadian BA Rate: with respect to each Interest Period for a Canadian BA Rate Loan, the rate of interest per annum equal to the average rate applicable to Canadian Dollar Bankers' Acceptances having an identical or comparable term as the proposed Canadian BA Rate Loan displayed and identified as such on the display referred to as the "CDOR Page" (or any display substituted therefor) of Reuter Monitor Money Rates Service as at approximately 10:00 a.m. Toronto time on such day (or, if such day is not a Business Day, as of 10:00 a.m. Toronto time on the immediately preceding Business Day), *plus* five (5) basis points, *provided* that if such rate does not appear on the CDOR Page at such time on such date, the rate for such date will be the annual discount rate (rounded upward to the nearest whole multiple of 1/100 of 1%) as of 10:00 a.m. Eastern time on such day at which a Canadian chartered bank listed on Schedule 1 of the *Bank Act* (Canada) as selected by Agent is then offering to purchase Canadian Dollar Bankers' Acceptances accepted by it having such specified term (or a term as closely as possible comparable to such specified term), *plus* five (5) basis points.

Canadian BA Rate Loan: a Canadian Revolver Loan, or portion thereof, funded in Canadian Dollars and bearing interest calculated by reference to the Canadian BA Rate.

Canadian Bank Product Reserve: the aggregate amount of reserves, as established by the Agent from time to time in its Permitted Discretion and in consultation with Loan Party Agent, to reflect the reasonably anticipated liabilities in respect of the then outstanding Secured Bank Product Obligations of the Canadian Domiciled Loan Parties and their Subsidiaries.

Canadian Base Rate: on any date, the highest of (i) a fluctuating rate of interest per annum equal to the rate of interest in effect for such day as publicly announced from time to time by Bank of America (Canada) as its "Base Rate", (ii) the sum of 0.50% plus the Federal Funds Rate for such day, and (iii) the sum of 1.00% plus the LIBOR rate for a thirty (30) day Interest Period as determined on such day. The "Base Rate" is a rate set by Bank of America (Canada) based upon various factors including Bank of America (Canada)'s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans made in Dollars in Canada, which may be priced at, above, or below such announced rate. Any change in such rate shall take effect at the opening of business on the day of such change. In the event Bank of America (Canada) (including any successor or assignee) does not at any time announce a "Base Rate", clause (i) of Canadian Base Rate shall mean the "Base Rate" (being the rate for loans made in Dollars in Canada) publicly announced by a Canadian Schedule 1 Chartered Bank selected by Agent.

Canadian Base Rate Loan: a Canadian Revolver Loan, or portion thereof, funded in Dollars and bearing interest calculated by reference to the Canadian Base Rate.

Canadian Borrowers: (a) the Initial Canadian Borrower and (b) each other Canadian Subsidiary that, after the date hereof, has executed a supplement or joinder to this Agreement in accordance with Section 10.1.13(a) or (b), as applicable, and has satisfied the other requirements set forth in Section 10.1.13(a) or (b), as applicable, in order to become a Canadian Borrower.

Canadian Borrowing Base: at any time, with respect to the Applicable Canadian Borrower, an amount equal to the sum of, without duplication:

(a) the book value of Canadian Eligible Accounts of the Applicable Canadian Borrower multiplied by the advance rate of 85%, *plus*

(b) the lesser of (i) 70% of the net book value of Canadian Eligible Inventory of the Applicable Canadian Borrower (adding back the LIFO reserve calculated in accordance with GAAP) and (ii) Net Orderly Liquidation Value of Canadian Eligible Inventory of the Applicable Canadian Borrower (which shall be (A) net of the current monthly shrinkage reserve calculated in accordance with GAAP and (B) valued at Cost) multiplied by the advance rate of 85%, *minus*

(c) subject to Section 7.5, effective (i) immediately upon or (ii) five (5) Business Days after, in the case of Canadian Availability Reserves allocable to the Applicable Canadian Borrower which would cause the aggregate amount of the Canadian Revolver Loans allocable to the Applicable Canadian Borrower at such time to exceed the lesser of the Applicable Canadian Borrower's Applicable Canadian Borrower

Commitment and the Applicable Canadian Borrower's Canadian Borrowing Base then in effect, in each case, notification thereof to the Applicable Canadian Borrower by the Agent, any and all such Canadian Availability Reserves.

The Canadian Borrowing Base at any time shall be determined by reference to the most recent Borrowing Base Certificate theretofore delivered to the Agent with such adjustments as the Agent deems appropriate in its Permitted Discretion to assure that the Canadian Borrowing Base is calculated in accordance with the terms of this Agreement.

Canadian Cash Collateral Account: a demand deposit, money market or other account established by Agent at Bank of America (Canada) or such other financial institution as Agent may select in its discretion with the consent of Loan Party Agent (not to be unreasonably withheld or delayed), which account shall be for the benefit of the Canadian Facility Secured Parties and shall be subject to Agent's Liens securing the Canadian Facility Secured Obligations; *provided* that the foregoing consent of Loan Party Agent to the selection by Agent in its discretion of a financial institution other than Bank of America (Canada) shall not be required if an Event of Default has occurred and is continuing.

Canadian Dollars or Cdn\$: the lawful currency of Canada.

Canadian Domiciled Loan Party: any Canadian Borrower and each Canadian Subsidiary now or hereafter party hereto as a Loan Party, and "Canadian Domiciled Loan Parties" means all such Persons, collectively.

Canadian Dominion Account: a special account established by the Canadian Domiciled Loan Parties at Bank of America (Canada) or another bank acceptable to Agent, over which Agent has exclusive control for withdrawal purposes.

Canadian Eligible Accounts: at any time, the Accounts of the Applicable Canadian Borrower at such date except any Account:

- (a) which is not subject to a duly perfected and opposable Lien in favor of the Agent;
- (b) which is subject to any Lien (including Liens permitted by Section 10.2.2) other than (i) a Lien in favor of the Agent and (ii) a Permitted Lien which does not have priority over the Lien in favor of the Agent; *provided* that, with respect to any tax Lien having such priority, eligibility of Accounts shall be reduced by the amount of such tax Lien having such priority;
- (c) owing by any Account Debtor with respect to which more than 120 days have elapsed since the date of the original invoice therefor or which is more than 60 days past the due date for payment;
- (d) which is owing by an Account Debtor for which more than 50% of the Accounts owing from such Account Debtor and its Affiliates are ineligible pursuant to clause (c) above;

(e) which is owing (i) by Canadian Natural Resources Limited and its Affiliates to the extent the aggregate amount of Accounts owing from Canadian Natural Resources Limited and its Affiliates to Canadian Borrowers exceeds 30% of the aggregate Canadian Eligible Accounts or (ii) by any other Account Debtor to the extent the aggregate amount of Accounts owing from such Account Debtor and its Affiliates to Canadian Borrowers exceeds 20% of the aggregate Canadian Eligible Accounts (or such higher percentage as the Agent may establish for the Account Debtor from time to time), in each case, only to the extent of such excess;

(f) with respect to which any covenant, representation, or warranty relating to such Account contained in this Agreement has been breached or is not true in any material respect;

(g) which (i) does not arise from the sale of goods or performance of services in the Ordinary Course of Business, (ii) is not evidenced by an invoice, or other documentation satisfactory to the Agent, which has been sent to the Account Debtor, (iii) represents a progress billing, (iv) is contingent upon the Applicable Canadian Borrower's completion of any further performance, or (v) represents a sale on a bill-and-hold, guaranteed sale, sale-and-return, sale on approval, consignment which is billed prior to actual sale to the end user, cash-on-delivery or any other repurchase or return basis, except with respect to up to \$10,000,000 of such Accounts in the aggregate for the U.S. Borrowing Base and the Total Canadian Borrowing Base on a combined basis as described in this clause (v) and paragraph (g)(v) of the U.S. Eligible Accounts;

(h) for which the goods giving rise to such Account (other than Accounts described in the foregoing paragraph (g)(v)) have not been shipped to the Account Debtor or for which the services giving rise to such Account have not been performed by the Applicable Canadian Borrower;

(i) with respect to which any check or other instrument of payment has been returned uncollected for any reason;

(j) which is owed by an Account Debtor in respect of which an Insolvency Proceeding has been commenced or which is otherwise a debtor or a debtor in possession under any bankruptcy law or any other federal, state or foreign (including any province or territory) receivership, insolvency relief or other law or laws for the relief of debtors, including the Bankruptcy and Insolvency Act (Canada) and the CCAA, unless the payment of Accounts from such Account Debtor is secured by assets of, or guaranteed by, in either case, in a manner reasonably satisfactory to the Agent, a Person that is reasonably acceptable to the Agent or, if the Account from such Account Debtor arises subsequent to a decree or order for relief with respect to such Account Debtor under the Bankruptcy and Insolvency Act (Canada) or the CCAA, as now or hereafter in effect, the Agent shall have reasonably determined that the timely payment and collection of such Account will not be impaired;

(k) which is owed by an Account Debtor which has failed, has suspended or ceased doing business, is liquidating, dissolving or winding up its affairs or is not solvent;

(l) which is owed by an Account Debtor which is not organized under applicable law of the U.S. or Canada, any state of the U.S. or any province or territory of Canada and does not have its principal place of business in the U.S. or Canada unless such Account is backed by a letter of credit or other credit support reasonably acceptable to the Agent and which is in the possession of the Agent;

(m) which is owed in any currency other than Dollars or Canadian Dollars;

(n) which is owed by any Governmental Authority, unless (i) the Account Debtor is the United States or any department, agency or instrumentality thereof, and the Account has been assigned to the Agent in compliance with the U.S. Assignment of Claims Act, and any other steps necessary to perfect or render opposable the Lien of the Agent in such Account have been complied with to the Agent's reasonable satisfaction, (ii) the Account Debtor is the government of Canada or a province or territory thereof, and the Account has been assigned to the Agent in compliance with the Financial Administration Act (or similar Applicable Law of such province or territory), and any other steps necessary to perfect or render opposable the Lien of the Agent in such Account have been complied with to the Agent's reasonable satisfaction, or (iii) such Account is backed by a letter of credit reasonably acceptable to the Agent and which is in the possession of the Agent;

(o) which is owed by any Affiliate, employee, director, or officer of any Loan Party; *provided* that portfolio companies of the Sponsor that do business with the Applicable Canadian Borrower in the Ordinary Course of Business will not be treated as Affiliates for purposes of this clause (o);

(p) which is owed by an Account Debtor or any Affiliate of such Account Debtor which is the holder of Indebtedness issued or incurred by any Loan Party; *provided*, that any such Account shall only be ineligible as to that portion of such Account which is less than or equal to the amount owed by the Loan Party to such Person;

(q) which is subject to any counterclaim, deduction, defense, setoff, right of compensation or dispute, but only to the extent of the amount of such counterclaim, deduction, defense, setoff, right of compensation or dispute, unless (i) the Agent, in its Permitted Discretion, has established Canadian Availability Reserves and determines to include such Account as a Canadian Eligible Account or (ii) such Account Debtor has entered into an agreement reasonably acceptable to the Agent to waive such rights;

(r) which is evidenced by any promissory note, Chattel Paper or Instrument (in each case, other than any such items that are delivered to the Agent);

(s) which is owed by an Account Debtor located in any jurisdiction that requires, as a condition to access to the courts of such jurisdiction, that a creditor qualify to transact business, file a business activities report or other report or form, or take one or more other actions, unless the Applicable Canadian Borrower has so qualified, filed such reports or forms, or taken such actions (and, in each case, paid any required fees or other

charges), except to the extent the Applicable Canadian Borrower may qualify subsequently as a foreign entity authorized to transact business in such jurisdiction and gain access to such courts, without incurring any cost or penalty reasonably viewed by the Agent to be material in amount, and such later qualification cures any access to such courts to enforce payment of such Account;

(t) with respect to which the Applicable Canadian Borrower has made any agreement with the Account Debtor for any reduction thereof, but only to the extent of such reduction, other than discounts and adjustments given in the Ordinary Course of Business; or

(u) which the Agent determines is ineligible in its Permitted Discretion.

Subject to Sections 14.1 and 7.5 and the definition of Canadian Borrowing Base, the Agent may modify the foregoing criteria in its Permitted Discretion.

Canadian Eligible Inventory: at any date of determination thereof, the aggregate amount of all Inventory owned by the Applicable Canadian Borrower at such date except any Inventory:

(a) which is not subject to a duly perfected and opposable Lien in favor of the Agent;

(b) which is subject to any Lien (including Liens permitted by Section 10.2.2) other than (i) a Lien in favor of the Agent and (ii) a Permitted Lien which does not have priority over the Lien in favor of the Agent (other than any bailee, warehouseman, landlord or similar non-consensual Liens having priority by operation of law to the extent either subclause (i) or (ii) of clauses (h) or (i) below of Canadian Eligible Inventory is satisfied with respect to the relevant Inventory); provided that, with respect to any tax Lien having such priority, eligibility of Inventory shall be reduced by the amount of such tax Lien having such priority;

(c) which is, in the Agent's Permitted Discretion, slow moving, obsolete, unmerchantable, defective, unfit for sale, not salable at prices approximating at least the cost of such Inventory in the Ordinary Course of Business or unacceptable due to age, type, category and/or quantity;

(d) with respect to which any covenant, representation, or warranty contained in this Agreement has been breached or is not true in any material respect;

(e) which does not conform in all material respects to all standards imposed by any applicable Governmental Authority (except that any standard that is qualified as to "materiality" shall have been conformed to in all respects);

(f) which constitutes packaging and shipping material, manufacturing supplies, display items, bill-and-hold goods (other than bill-and-hold goods, the sale of which has been excluded from Canadian Eligible Accounts pursuant to clause (g)(v) of the definition thereof), returned or repossessed goods (other than goods that are undamaged and able to be resold in the Ordinary Course of Business), defective goods,

goods held on consignment, goods to be returned to the Applicable Canadian Borrower's suppliers or goods which are not of a type held for sale in the Ordinary Course of Business;

(g) which is not located in Canada or the United States or is not at a location listed on **Schedule 8.4.1** (as updated from time to time in accordance with the provisions hereof) other than goods in transit between locations of the Loan Parties;

(h) which is located, at any time after the Temporary Eligibility Period, in any location leased by the Applicable Canadian Borrower unless (i) the lessor has delivered to the Agent a Collateral Access Agreement or (ii) a Canadian Rent Reserve has been established by the Agent;

(i) which is located, at any time after the Temporary Eligibility Period, in any third party warehouse or is in the possession of a bailee, processor or other Person and is not evidenced by a Document, unless (i) such warehouseman, bailee, processor or other Person has delivered to the Agent a Collateral Access Agreement and/or such other documentation as the Agent may reasonably require or (ii) appropriate Canadian Availability Reserves have been established by the Agent in its Permitted Discretion;

(j) which is the subject of a consignment by the Applicable Canadian Borrower as consignor unless (i) a protective PPSA financing statement has been properly filed against the consignee (as assigned to the Agent), and (ii) there is a written agreement acknowledging that such Inventory is held on consignment, that the Applicable Canadian Borrower or retains title to such Inventory, that no Lien arising by, through or under such consignment has attached or will attach to such Inventory (and proceeds thereof) and requiring consignee to segregate the consigned Inventory from the consignee's other personal or movable property;

(k) which is perishable as determined in accordance with GAAP; or

(l) which contains or bears any intellectual property rights licensed to the Applicable Canadian Borrower unless the Agent is satisfied that it may sell or otherwise dispose of such Inventory without (i) infringing the rights of such licensor in any material respect or (ii) incurring any material liability with respect to payment of royalties other than royalties incurred pursuant to sale of such Inventory under the current licensing agreement.

Subject to Sections 14.1 and 7.5 and the definition of Canadian Borrowing Base, the Agent may modify the foregoing criteria in its Permitted Discretion.

Canadian Employee Plan: any employee benefit plan, policy, program, agreement or arrangement, including retirement, pension, profit sharing, employment, bonus or other incentive compensation, retention, stock purchase, equity or equity-based compensation, deferred compensation, change in control, severance, sick leave, vacation, loans, salary continuation, hospitalization, health, life insurance, educational assistance or other fringe benefit or perquisite plan, policy, agreement which is or was sponsored, maintained or contributed to by, or required to be contributed to by, a Canadian Domiciled Loan Party, or with respect to which a Canadian

Domiciled Loan Party has, or could reasonably be expected to have, any obligation or liability, contingent or otherwise, but excluding the Canada Pension Plan, Quebec Pension Plan and any provincial or federal program providing health benefits, employment insurance or workers' compensation benefits.

Canadian Facility Collateral: Collateral that now or hereafter secures (or is intended to secure) any of the Canadian Facility Secured Obligations, including Property of the U.S. Domiciled Loan Parties pledged to secure their Secured Obligations under their guarantee of the Canadian Facility Secured Obligations.

Canadian Facility Guarantee: each guarantee agreement (including this Agreement) at any time executed by a Canadian Facility Guarantor in favor of the Agent guaranteeing all or any portion of the Canadian Facility Secured Obligations.

Canadian Facility Guarantor: each U.S. Borrower, each U.S. Facility Guarantor and each other Person (if any) who guarantees payment and performance of any Canadian Facility Secured Obligations.

Canadian Facility Loan Party: a Canadian Borrower or a Canadian Facility Guarantor.

Canadian Facility Obligations: all Obligations of the Canadian Facility Loan Parties (excluding, for the avoidance of doubt, the Obligations of the U.S. Domiciled Loan Parties as guarantors of any U.S. Facility Obligations).

Canadian Facility Secured Obligations: all Secured Obligations of the Canadian Facility Loan Parties.

Canadian Facility Secured Parties: Agent, any Canadian Fronting Bank, Canadian Lenders and Secured Bank Product Providers of Bank Products to Canadian Facility Loan Parties.

Canadian Fronting Bank: Bank of America (Canada) or any Affiliate thereof that agrees to issue Canadian Letters of Credit or, if reasonably acceptable to Loan Party Agent, any other Canadian Lender or Affiliate thereof that agrees to issue Canadian Letters of Credit.

Canadian Fronting Bank Indemnitees: any Canadian Fronting Bank and its officers, directors, employees, Affiliates and agents.

Canadian LC Application: an application by any Canadian Borrower on behalf of itself or any other Canadian Borrower to a Canadian Fronting Bank for issuance of a Canadian Letter of Credit, in form and substance reasonably satisfactory to such Canadian Fronting Bank.

Canadian LC Conditions: the following conditions necessary for issuance of a Canadian Letter of Credit: (a) each of the conditions set forth in Section 6 being satisfied or waived; (b) after giving effect to such issuance, total Canadian LC Obligations do not exceed the Canadian Letter of Credit Sublimit and no Canadian Overadvance exists or would result therefrom; (c) the expiration date of such Canadian Letter of Credit is (i) no more than 365 days from issuance (*provided* that each Canadian Letter of Credit may, upon the request of the Initial Canadian

Borrower, include a provision whereby such Letter of Credit shall be renewed automatically for additional consecutive periods of twelve (12) months or less (but no later than 20 Business Days prior to the Facility Termination Date)), and (ii) unless the Canadian Fronting Bank and the Agent otherwise consent (subject to the satisfaction of the Cash Collateral requirements set forth in Section 2.2.6), at least 20 Business Days prior to the Facility Termination Date; (d) the Canadian Letter of Credit and payments thereunder are denominated in Canadian Dollars or Dollars; (e) the form of the proposed Canadian Letter of Credit is reasonably satisfactory to the Agent and the applicable Canadian Fronting Bank; and (f) the proposed use of the Canadian Letter of Credit is for a lawful purpose.

Canadian LC Documents: all documents, instruments and agreements (including Canadian LC Requests and Canadian LC Applications) delivered by any Canadian Borrower or by any other Person to Canadian Fronting Bank or the Agent in connection with issuance, amendment or renewal of, or payment under, any Canadian Letter of Credit.

Canadian LC Obligations: with respect to the Applicable Canadian Borrower, the sum (without duplication) of (a) all amounts owing by such Applicable Canadian Borrower for any drawings under Canadian Letters of Credit; (b) the stated amount of all outstanding Canadian Letters of Credit issued for the account of such Applicable Canadian Borrower; and (c) all fees and other amounts owing with respect to such Canadian Letters of Credit.

Canadian LC Request: a request for issuance of a Canadian Letter of Credit, to be provided by a Canadian Borrower to Canadian Fronting Bank, in form reasonably satisfactory to Agent and Canadian Fronting Bank.

Canadian LC Reserve: with respect to the Applicable Canadian Borrower, the aggregate of all Canadian LC Obligations of such Applicable Canadian Borrower, other than (a) those that have been Cash Collateralized; and (b) if no Event of Default exists, those constituting charges owing to the Canadian Fronting Bank.

Canadian Lenders: Bank of America (Canada) and each other Lender that has issued a Canadian Revolver Commitment (*provided* that such Person or an Affiliate of such Person also has a U.S. Revolver Commitment).

Canadian Letter of Credit: any standby or documentary letter of credit issued by Canadian Fronting Bank for the account of a Canadian Borrower, or any indemnity, guarantee, exposure transmittal memorandum or similar form of credit support issued by Agent or Canadian Fronting Bank for the benefit of a Canadian Borrower.

Canadian Letter of Credit Sublimit: Cdn\$20,000,000.

Canadian Multi-Employer Plan: each multi-employer plan, within the meaning of the Regulations under the Income Tax Act (Canada).

Canadian Overadvance: as defined in Section 2.1.5.

Canadian Overadvance Loan: a Loan made to a Canadian Borrower when a Canadian Overadvance exists or is caused by the funding thereof.

Canadian Overadvance Loan Balance: on any date, the amount by which the aggregate Canadian Revolver Loans of the Applicable Canadian Borrower or all Canadian Borrowers, as the case may be, exceed the amount of the Canadian Borrowing Base of such Applicable Canadian Borrower or the Total Canadian Borrowing Base on such date.

Canadian Pension Plan: a "registered pension plan," as defined in the Income Tax Act (Canada) and any other pension plan maintained or contributed to by, or to which there is or may be an obligation to contribute by, any Loan Party in respect of its Canadian employees or former employees, excluding, for greater certainty, a Canadian Multi-Employer Plan.

Canadian Prime Rate: on any date, the highest of (i) a fluctuating rate of interest per annum equal to the rate of interest in effect for such day as publicly announced from time to time by Bank of America (Canada) as its "Prime Rate", (ii) the sum of 0.50% plus the Bank of Canada overnight rate, which is the rate of interest charged by the Bank of Canada on one-day loans to financial institutions, for such day, and (iii) the sum of 1.00% plus the Canadian BA Rate for a 30 day Interest Period as determined on such day. The "Prime Rate" is a rate set by Bank of America (Canada) based upon various factors including the costs and desired return of Bank of America (Canada), general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate shall take effect at the opening of business on the day specified in the public announcement of such change. Each interest rate based on the Canadian Prime Rate hereunder shall be adjusted simultaneously with any change in the Canadian Prime Rate. In the event Bank of America (Canada) (including any successor or assignee) does not at any time announce a "Prime Rate", the clause (i) of Canadian Prime Rate shall mean the "Prime Rate" (being the rate for loans made in Canadian Dollars in Canada) publicly announced by a Canadian Schedule 1 Chartered Bank selected by Agent.

Canadian Prime Rate Loan: a Canadian Revolver Loan, or portion thereof, funded in Canadian Dollars and bearing interest calculated by reference to the Canadian Prime Rate.

Canadian Priority Payables Reserve: on any date of determination, a reserve in such amount as Agent may determine in its Permitted Discretion which reflects amounts secured by any Liens, choate or inchoate, which rank or are capable of ranking in priority to the Agent's and/or the Secured Parties' Liens and/or for amounts which may represent costs relating to the enforcement of the Agent's Liens including, without limitation, in the Permitted Discretion of the Agent, any such amounts due and not paid for wages or vacation pay (including amounts protected by the *Wage Earner Protection Program Act* (Canada)), amounts due and not paid under any legislation relating to workers' compensation or to employment insurance, all amounts deducted or withheld and not paid and remitted when due under the *Income Tax Act* (Canada), amounts currently or past due and not paid for realty, municipal or similar taxes (to the extent impacting any Collateral), all amounts currently or past due and not contributed, remitted or paid to any Canadian Pension Plan or under the Canada Pension Plan or the PBA, and any amounts representing any unfunded liability, solvency deficiency or wind up deficiency with respect to any Canadian Employee Plan.

Canadian Protective Advances: as defined in Section 2.1.6(a).

Canadian Reimbursement Date: as defined in Section 2.2.5(a).

Canadian Rent Reserve: the aggregate of (a) all past due rent and other past due charges owing by any Canadian Borrower to any landlord or other Person who possesses any Canadian Facility Collateral or could assert a Lien on such Canadian Facility Collateral; plus (b) a reserve in an amount not to exceed rent and other charges that could be payable to any such Person for the time period used to determine the Net Orderly Liquidation Value.

Canadian Revolver Commitment: for any Canadian Lender, its obligation to make Canadian Revolver Loans and to issue Canadian Letters of Credit, in the case of the Canadian Fronting Bank, or participate in Canadian LC Obligations, in the case of the other Canadian Lenders, to the Canadian Borrowers up to the maximum principal amount shown on **Schedule 2.1.1(b)**, or as hereafter determined pursuant to each Assignment and Acceptance to which it is a party, as such Canadian Revolver Commitment may be adjusted from time to time in accordance with the provisions of Sections 2.1.4, 2.1.7 or 11.1. "Canadian Revolver Commitments" means the aggregate amount of such commitments of all Canadian Lenders.

Canadian Revolver Commitment Increase: as defined in Section 2.1.7(a).

Canadian Revolver Commitment Termination Date: the earliest of (a) the U.S. Revolver Commitment Termination Date (without regard to the reason therefor), (b) the date on which the Loan Party Agent terminates or reduces to zero all of the Canadian Revolver Commitments pursuant to Section 2.1.4, and (c) the date on which the Canadian Revolver Commitments are terminated pursuant to Section 11.1. From and after the Canadian Revolver Commitment Termination Date, the Canadian Borrowers shall no longer be entitled to request a Canadian Revolver Commitment Increase pursuant to Section 2.1.7 hereof.

Canadian Revolver Exposure: on any date, an amount equal to the sum of (a) the Canadian Revolver Loans outstanding on such date and (b) the Canadian LC Obligations on such date.

Canadian Revolver Loan: a Revolver Loan made by Canadian Lenders to a Canadian Borrower pursuant to Section 2.1.1(b), which Revolver Loan shall, if denominated in Canadian Dollars, be either a Canadian BA Rate Loan or a Canadian Prime Rate Loan and, if denominated in Dollars, shall be either a Canadian Base Rate Loan or a LIBOR Loan, in each case as selected by the Initial Canadian Borrower, and including any Canadian Swingline Loan, Canadian Overadvance Loan or Canadian Protective Advance.

Canadian Revolver Notes: the promissory notes, if any, executed by Canadian Borrowers in favor of each Canadian Lender to evidence the Canadian Revolver Loans funded from time to time by such Canadian Lender, which shall be in the form of **Exhibit C-1** to this Agreement, together with any replacement or successor notes therefor.

Canadian Schedule 1 Chartered Bank: any of Royal Bank of Canada, Bank of Montreal, The Toronto-Dominion Bank, The Bank of Nova Scotia or Canadian Imperial Bank of Commerce.

Canadian Security Agreement: this Agreement, each general security agreement and each Deed of Movable Hypothec among any Canadian Domiciled Loan Party and Agent.

Canadian Subsidiary: Wholly-Owned Subsidiary of MRC incorporated or organized under the laws of the Canada or any province or territory of Canada.

Canadian Swingline Commitment: Cdn\$25,000,000.

Canadian Swingline Commitment Termination Date: with respect to any Canadian Swingline Loan, the date that is five Business Days prior to the Canadian Revolver Commitment Termination Date.

Canadian Swingline Lender: Bank of America (Canada) or an Affiliate of Bank of America (Canada).

Canadian Swingline Loan: a Swingline Loan made by the Canadian Swingline Lender to a Canadian Borrower pursuant to Section 2.1.8(b), which Swingline Loan shall, if denominated in Canadian Dollars, be a Canadian Prime Rate Loan and, if denominated in Dollars, shall be a Canadian Base Rate Loan, in each case as selected by the Initial Canadian Borrower.

Capital Lease: as applied to any Person, any lease of any property (whether real, personal or mixed) by that Person as lessee that, in conformity with GAAP, is, or is required to be, accounted for as a capital lease on the balance sheet of that Person.

Capitalized Lease Obligations: as applied to any Person, all obligations under Capital Leases of such Person or any of its Subsidiaries, in each case taken at the amount thereof accounted for as liabilities in accordance with GAAP.

Cash Collateral: cash or Permitted Investments (other than the Permitted Investments described in clauses (h) and (i) of the definition thereof), and any interest or other income earned thereon, that is delivered to Agent to Cash Collateralize any Secured Obligations.

Cash Collateral Account: the Canadian Cash Collateral Account and/or the U.S. Cash Collateral Account, as the context may require.

Cash Collateralize: the delivery of cash or Permitted Investments (other than the Permitted Investments described in clauses (h) and (i) of the definition thereof) to Agent, as security for the payment of Secured Obligations, in an amount equal to (a) with respect to LC Obligations, 105% of the aggregate LC Obligations, and (b) with respect to any inchoate, contingent or other Secured Obligations, Agent's good faith estimate of the amount due or to become due, including all fees and other amounts relating to such Secured Obligations. "Cash Collateralization" and "Cash Collateralized" have correlative meanings.

Cash Dominion Event: the occurrence of any one of the following events: (i) Excess Availability shall be less than the greater of (A) 10% of the Commitments or (B) \$75,000,000 or (ii) (A) an Event of Default pursuant to Sections 11.1.1 or 11.1.5 shall have occurred and be continuing or (B) any other Event of Default pursuant to Section 11.1 shall have occurred and be continuing and the Agent or the Required Lenders shall have reasonably determined (by written

notice to the Borrowers) to effect a Cash Dominion Event as a result of such breach; *provided*, that, to the extent that the Cash Dominion Event has occurred due to clause (i) of this definition, if Excess Availability shall have exceeded the greater of (x) 10% of the Commitments and (y) \$75,000,000 for at least thirty (30) consecutive days, the Cash Dominion Event shall be deemed to be over. At any time that a Cash Dominion Event shall be deemed to be over or otherwise cease to exist, Agent shall take such actions as may reasonably be required by Loan Party Agent to terminate the cash sweeps and other transfers existing pursuant to Section 5.6 as a result of any notice or direction given by Agent during the existence of a Cash Dominion Event.

Cash Management Services: any services provided from time to time by any Lender or any of its Affiliates to any Borrower or Subsidiary in connection with operating, collections, payroll, trust, or other depository or disbursement accounts, including automated clearinghouse, e-payable, electronic funds transfer, wire transfer, controlled disbursement, overdraft, depository, information reporting, lockbox and stop payment services.

CCAA: *Companies' Creditors Arrangement Act* (Canada), (or any successor statute), as amended from time to time, and includes all regulations thereunder.

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

Change in Tax Law: the enactment, promulgation, execution or ratification of, or any change in or amendment to, any law (including the Code), treaty, regulation or rule (or in the official application or interpretation of any law, treaty, regulation or rule, including a holding, judgment or order by a court of competent jurisdiction) relating to taxation.

Change of Control: shall mean and be deemed to have occurred if (a) prior to a Qualified IPO, the Sponsor shall at any time not own, in the aggregate, directly or indirectly, beneficially and of record, at least 35% of the voting power of the outstanding Voting Stock of MRC; or (b) at any time on or after a Qualified IPO, any person, entity or "group" (within the meaning of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended), other than Sponsor, shall at any time have acquired direct or indirect beneficial ownership of both (x) 35% or more of the voting power of the outstanding Voting Stock of MRC and (y) more than the percentage of the voting power of such Voting Stock then beneficially owned, directly or indirectly, in the aggregate, by the Sponsor, unless, in the case of either clause (a) or (b) above, the Sponsor has, at such time, the right or the ability by voting power, contract or otherwise to elect or designate for election at least a majority of the board of directors of MRC; or (c) Continuing Directors shall not constitute at least a majority of the board of directors of MRC.

Civil Code: the *Civil Code of Québec*, or any successor statute, as amended from time to time, and includes all regulations thereunder.

Claims: all claims, liabilities, obligations, losses, damages, penalties, judgments, proceedings, interest and costs and expenses of any kind (including remedial response costs, reasonable attorneys' fees (which shall be limited to the fees, disbursements and other charges of one primary counsel and one local counsel in each relevant jurisdiction for the Indemnitees (unless there is an actual or perceived conflict of interest or the availability of different claims or defenses in which case each such Indemnitee may retain its own counsel) and Extraordinary Expenses) at any time (including after Full Payment of the Obligations, replacement of Agent or any Lender) incurred by any Indemnitee or asserted against any Indemnitee by any Loan Party or other Person, in any way relating to (a) any Loans, Letters of Credit, Loan Documents, or the use thereof or transactions relating thereto, (b) any action taken or omitted in connection with any Loan Documents, (c) the existence or perfection of any Liens, or realization upon any Collateral, (d) exercise of any rights or remedies under any Loan Documents or Applicable Law or (e) failure by any Loan Party to perform or observe any terms of any Loan Document, in each case, including all costs and expenses relating to any investigation, litigation, arbitration or other proceeding (including an Insolvency Proceeding or appellate proceedings), whether or not the applicable Indemnitee is a party thereto.

Closing Date: as defined in Section 6.1.

Code: the Internal Revenue Code of 1986 and the regulations promulgated and rulings issued thereunder.

Collateral: all Property described in Section 7.1, all Property described in any Security Document as security for any Secured Obligation, and all other Property that now or hereafter secures (or is intended to secure) any Secured Obligations.

Collateral Access Agreement: a landlord waiver, bailee letter, warehouse letter, agreement regarding processing arrangements or other access agreement reasonably acceptable to the Agent.

Commitment: for any Lender, the aggregate amount of such Lender's Borrower Group Commitments. "Commitments" means the aggregate amount of all Borrower Group Commitments, which amount shall on the Closing Date be equal to the sum of (a) Cdn\$150,000,000 in respect of the Canadian Revolver Commitments and (b) \$900,000,000 in respect of the U.S. Revolver Commitments.

Commodity Agreement: any commodity swap agreement, futures contract, option contract or other similar agreement or arrangement, each of which is for the purpose of hedging the commodity price exposure associated with any Borrower's and its Subsidiaries' operations and not for speculative purposes.

Compliance Certificate: a certificate, in the form of **Exhibit D** with such changes as may be agreed to by Loan Party Agent and Agent, by which the Borrowers certify to the matters set forth in Section 10.1.1(e).

Confidential Information Memorandum: the Confidential Information Memorandum of the Borrowers dated May 2011, delivered to the Lenders in connection with this Agreement, and the financial statements and other attachments delivered to the Lenders in connection therewith.

Consolidated EBITDA: shall mean, for any period, Consolidated Net Income for such period, *plus*:

(a) without duplication and to the extent already deducted (and not added back) in arriving at such Consolidated Net Income, the sum of the following amounts for such period:

(i) total interest expense and to the extent not reflected in such total interest expense, any losses on hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk, net of interest income and gains on such hedging obligations, and costs of surety bonds in connection with financing activities,

(ii) provision for taxes based on income, profits or capital of the Borrowers and the Restricted Subsidiaries, including state, franchise and similar taxes and foreign withholding taxes paid or accrued during such period,

(iii) depreciation and amortization,

(iv) (a) losses on asset sales (other than asset sales in the Ordinary Course of Business), disposals or abandonments, (b) any impairment charge or asset write-off related to intangible assets (including good-will), long-lived assets, and investments in debt and equity securities pursuant to GAAP, (c) all losses from investments recorded using the equity method, (d) stock-based awards compensation expense, and (e) other non-cash charges (provided that if any non-cash charges referred to in this clause (e) represent an accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period),

(v) extraordinary losses and unusual or non-recurring charges, severance, relocation costs and curtailments or modifications to pension and post-retirement employee benefit plans,

(vi) restructuring charges or reserves (including restructuring costs related to acquisitions after the date hereof and to closure and/or consolidation of facilities),

(vii) any deductions attributable to minority interests (including the minority interest portion of the Initial Canadian Borrower's employee profit sharing plans),

(viii) the amount, if any, of management, monitoring, consulting and advisory fees and related expenses paid to the Sponsor,

(ix) LIFO expense, and

(x) any costs or expenses incurred by any Borrower or a Restricted Subsidiary pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement, to the extent that such costs or expenses are funded with cash proceeds contributed to the capital of any Borrower or net cash proceeds of an issuance of Stock or Stock Equivalents of any Borrower, *less*

(b) without duplication and to the extent included in arriving at such Consolidated Net Income, the sum of the following amounts for such period:

(i) extraordinary gains and unusual or non-recurring gains,

(ii) non-cash gains (excluding any non-cash gain to the extent it represents the reversal of an accrual or reserve for a potential cash item that reduced Consolidated Net Income in any prior period),

(iii) gains on asset sales (other than asset sales in the Ordinary Course of Business),

(iv) any net after-tax income from the early extinguishment of Indebtedness or hedging obligations or other derivative instruments,

(v) LIFO income, and

(vi) all gains from investments recorded using the equity method,

in each case, as determined on a consolidated basis for the Borrowers and the Restricted Subsidiaries in accordance with GAAP; *provided* that, to the extent included in Consolidated Net Income,

(A) there shall be excluded in determining Consolidated EBITDA currency translation gains and losses related to currency remeasurements of Indebtedness or intercompany balances (including the net loss or gain resulting from Hedge Agreements for currency exchange risk),

(B) there shall be excluded in determining Consolidated EBITDA for any period any adjustments resulting from the application of Statement of Financial Accounting Standards No. 133, and

(C) there shall be included in determining Consolidated EBITDA for any period, without duplication, (1) the Acquired EBITDA of any Person, property, business or asset acquired by any Borrower or any Restricted Subsidiary during such period to the extent not subsequently sold, transferred, abandoned or otherwise disposed of by such Borrower or such Restricted Subsidiary (each such Person, property, business or asset acquired and not subsequently so disposed of, an "Acquired Entity or Business") and the Acquired EBITDA of any Unrestricted Subsidiary that is converted into a Restricted

Subsidiary during such period (each, a “Converted Restricted Subsidiary”), based on the actual Acquired EBITDA of such Acquired Entity or Business or Converted Restricted Subsidiary for such period (including the portion thereof occurring prior to such acquisition or conversion), (2) an adjustment in respect of each Acquired Entity or Business equal to the amount of the Pro Forma Adjustment with respect to such Acquired Entity or Business for such period (including the portion thereof occurring prior to such acquisition) as specified in a Pro Forma Adjustment Certificate and delivered to the Lenders and the Agent, and (3) there shall be excluded in determining Consolidated EBITDA for any period the Disposed EBITDA of any Person, property, business or asset (other than an Unrestricted Subsidiary) sold, transferred, abandoned or otherwise disposed of, closed or classified as discontinued operations by any Borrower or any Restricted Subsidiary during such period (each such Person, property, business or asset so sold or disposed of, a “Sold Entity or Business”), and the Acquired EBITDA of any Restricted Subsidiary that is converted into an Unrestricted Subsidiary during such period (each, a “Converted Unrestricted Subsidiary”) based on the actual Disposed EBITDA of such Sold Entity or Business or Converted Unrestricted Subsidiary for such period (including the portion thereof occurring prior to such sale, transfer or disposition or conversion).

Consolidated Fixed Charge Coverage Ratio: for any Test Period, the ratio of (a) Consolidated EBITDA for such Test Period to (b) Consolidated Fixed Charges for such Test Period.

Consolidated Fixed Charges: for any period, the sum, without duplication, of (a) Consolidated Interest Expense, (b) scheduled payments of principal on Consolidated Total Debt, (c) the aggregate of all unfinanced capital expenditures of Borrowers and their respective Restricted Subsidiaries during such period determined on a consolidated basis and (d) the portion of taxes attributable to Borrowers and their respective Restricted Subsidiaries based on income actually paid in cash and provisions for cash income taxes.

Consolidated Interest Expense: for any period, the sum of (i) the cash interest expense (including that attributable to Capital Leases in accordance with GAAP), net of cash interest income, of the Borrowers and the Restricted Subsidiaries on a consolidated basis in accordance with GAAP with respect to all outstanding Indebtedness of the Borrowers and the Restricted Subsidiaries, including all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers’ acceptance financing and net costs under Hedge Agreements (other than currency swap agreements, currency future or option contracts and other similar agreements) and (ii) any cash payments made during such period in respect of obligations referred to in clause (b) below relating to Funded Debt that were amortized or accrued in a previous period (other than any such obligations resulting from the discounting of Indebtedness in connection with the application of purchase accounting in connection with any Permitted Acquisition), but excluding, however, (a) amortization of deferred financing costs and any other amounts of non-cash interest, (b) the accretion or accrual of discounted liabilities during such period, and (c) all non-recurring cash interest expense consisting of liquidated damages for failure to timely comply with registration rights obligations and financing fees, all as calculated on a consolidated basis in accordance with GAAP and excluding, for the avoidance of doubt, any interest in respect of items excluded from Indebtedness in the proviso to the definition thereof,

provided that (x) except as provided in clause (y) below, there shall be excluded from Consolidated Interest Expense for any period the cash interest expense (or cash interest income) of all Unrestricted Subsidiaries for such period to the extent otherwise included in Consolidated Interest Expense, (y) there shall be included in determining Consolidated Interest Expense for any period the cash interest expense (or income) of any Acquired Entity or Business acquired during such period and of any Converted Restricted Subsidiary converted during such period, in each case based on the cash interest expense (or income) of such Acquired Entity or Business or Converted Restricted Subsidiary for such period (including the portion thereof occurring prior to such acquisition or conversion) assuming any Indebtedness incurred or repaid in connection with any such acquisition or conversion had been incurred or prepaid on the first day of such period, and (z) there shall be excluded from determining Consolidated Interest Expense for any period the cash interest expense (or income) of any Sold Entity or Business disposed of during such period, based on the cash interest expense (or income) relating to any Indebtedness relieved, retired or repaid in connection with any such disposition of such Sold Entity or Business for such period (including the portion thereof occurring prior to such disposal) assuming such debt relieved, retired or repaid in connection with such disposition had been relieved, retired or repaid on the first day of such period. Notwithstanding the foregoing, for purposes of determining Consolidated Interest Expense for any period prior to the first anniversary of the Closing Date, the monthly Consolidated Interest Expense shall be as set forth on **Schedule 1.1(a)**.

Consolidated Net Income: for any period, the net income (loss) of the Borrowers and the Restricted Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, excluding, without duplication, (a) extraordinary items for such period, (b) the cumulative effect of a change in accounting principles during such period to the extent included in Consolidated Net Income, (c) any fees and expenses incurred during such period, or any amortization thereof for such period, in connection with any acquisition, investment, recapitalization, asset disposition, issuance or repayment of debt, issuance of equity securities, refinancing transaction or amendment or other modification of any debt instrument (in each case, including any such transaction consummated prior to the Closing Date and any such transaction undertaken but not completed) and any charges or non-recurring merger costs incurred during such period as a result of any such transaction and (d) any income (loss) for such period attributable to the early extinguishment of Indebtedness. There shall be excluded from Consolidated Net Income for any period the purchase accounting effects of adjustments to inventory, property and equipment, software and other intangible assets and deferred revenue in component amounts required or permitted by GAAP and related authoritative pronouncements (including the effects of such adjustments pushed down to the Borrower and the Restricted Subsidiaries), as a result of any acquisition whether consummated before or after the Closing Date, any Permitted Acquisition or other Investment, or the amortization or write-off of any amounts hereof.

Consolidated Secured Debt: as of any date of determination, (a) the aggregate principal amount of Indebtedness of the Borrowers and the Restricted Subsidiaries outstanding on such date, determined on a consolidated basis in accordance with GAAP (but excluding the effects of any discounting of Indebtedness resulting from the application of purchase accounting in connection with any Permitted Acquisition), consisting of Indebtedness for borrowed money, Capitalized Lease Obligations and debt obligations evidenced by promissory notes or similar instruments, in each case secured by Liens, minus (b) the aggregate amount of cash and

Permitted Investments held in accounts on the consolidated balance sheet of the Borrowers and the Restricted Subsidiaries as at such date to the extent the use thereof for application to payment of Indebtedness is not prohibited by law or any contract to which any Borrower or any of the Restricted Subsidiaries is a party.

Consolidated Total Assets: as of any date of determination, the amount that would, in conformity with GAAP, be set forth opposite the caption "total assets" (or any like caption) on a consolidated balance sheet of the Borrowers and the Restricted Subsidiaries at such date.

Consolidated Total Debt: as of any date of determination, (a) the aggregate principal amount of Indebtedness of the Borrowers and the Restricted Subsidiaries outstanding on such date, determined on a consolidated basis in accordance with GAAP (but excluding the effects of any discounting of Indebtedness resulting from the application of purchase accounting in connection with any Permitted Acquisition), consisting of Indebtedness for borrowed money, Capitalized Lease Obligations and debt obligations evidenced by promissory notes or similar instruments, minus (b) the aggregate amount of cash and Permitted Investments held in accounts on the consolidated balance sheet of the Borrowers and the Restricted Subsidiaries as at such date to the extent the use thereof for application to payment of Indebtedness is not prohibited by law or any contract to which any Borrower or any of the Restricted Subsidiaries is a party.

Consolidated Total Debt to Consolidated EBITDA Ratio: as of any date of determination, the ratio of (a) Consolidated Total Debt as of the last day of the most recent Test Period for which financial statements have been delivered pursuant to Section 10.1.1 to (b) Consolidated EBITDA for such Test Period.

Continuing Director: at any date, an individual (a) who is a member of the board of directors of MRC on the date hereof, (b) who, as at such date, has been a member of such board of directors for at least the twelve preceding months, (c) who has been nominated to be a member of such board of directors, directly or indirectly, by Sponsor or Persons nominated by Sponsor or (d) who has been nominated to be a member of such board of directors by a majority of the other Continuing Directors then in office.

Converted Restricted Subsidiary: as defined in the term "Consolidated EBITDA".

Converted Unrestricted Subsidiary: as defined in the term "Consolidated EBITDA".

Cost: with respect to Inventory, the weighted average cost thereof, as determined in the same manner and consistent with the most recent Inventory Appraisal which has been received and approved by Agent in its reasonable discretion.

Credit Documents: the Loan Documents and the Bank Product Documents.

Credit Party: Agent, a Lender or any Fronting Bank; and "Credit Parties" means Agent, Lenders and Fronting Banks.

Creditor Representative: under any Applicable Law, a receiver, interim receiver, receiver and manager, trustee (including any trustee in bankruptcy), custodian, conservator, administrator,

examiner, sheriff, monitor, assignee, liquidator, provisional liquidator, sequestrator or similar officer or fiduciary.

Currency Agreement: any foreign exchange contract, currency swap agreement, futures contract, option contract, synthetic cap or other similar agreement or arrangement, each of which is for the purpose of hedging the foreign currency risk associated any Borrower's and its Subsidiaries' operations and not for speculative purposes.

Default: an event or condition that, with the lapse of time or giving of notice, would constitute an Event of Default.

Default Rate: for any Obligation (including, to the extent permitted by law, interest not paid when due), 2.00% *plus* the interest rate otherwise applicable thereto, or if such Obligation does not bear interest, a rate equal to the U.S. Base Rate *plus* 2.00%.

Defaulting Lender: any Lender that, as reasonably determined by the Agent, (a) has failed to perform any funding obligations hereunder, and such failure is not cured within three Business Days, unless such Lender notifies the Agent and the Loan Party Agent in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (which conditions precedent, together with the applicable Default, if any, shall be specifically identified in such writing) have not been satisfied; (b) has notified the Agent or any Borrower that such Lender does not intend to comply with its funding obligations hereunder or has made a public statement to the effect that it does not intend to comply with its funding obligations hereunder or generally under other credit facilities (unless such notice or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding cannot be satisfied); (c) has failed, within three Business Days following written request by the Agent, to confirm in a manner reasonably satisfactory to the Agent that such Lender will comply with its funding obligations hereunder (*provided* that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt by the Agent of such confirmation); or (d) has, or has a direct or indirect parent company that has, become the subject of an Insolvency Proceeding or taken any action in furtherance thereof; provided, however, that a Lender shall not be a Defaulting Lender solely by virtue of a Governmental Authority's ownership of an equity interest in such Lender or parent company.

Deposit Account: (i) any "deposit account" as such term is defined in Article 9 of the UCC and in any event shall include all accounts and sub-accounts relating to any of the foregoing and (ii) with respect to any such Deposit Account located in Canada, any bank account with a deposit function.

Deposit Account Control Agreements: the deposit account control agreements, in form and substance reasonably satisfactory to Agent and Loan Party Agent, executed by each lockbox servicer and financial institution maintaining a lockbox and/or Deposit Account other than an Excluded Deposit Account for a Loan Party, in favor of Agent, for the benefit of the Secured Parties, as security for the Secured Obligations.

Designated Non-Cash Consideration: the fair market value of non-cash consideration received by any Borrower or a Restricted Subsidiary in connection with a Disposition pursuant to Section 10.2.4(b) and Section 10.2.4(c) that is designated as Designated Non-Cash Consideration pursuant to a certificate of a Senior Officer of the Loan Party Agent, setting forth the basis of such valuation (which amount will be reduced by the fair market value of the portion of the non-cash consideration converted to cash within 180 days following the consummation of the applicable Disposition).

Disposed EBITDA: with respect to any Sold Entity or Business or any Converted Unrestricted Subsidiary for any period, the amount for such period of Consolidated EBITDA of such Sold Entity or Business or Converted Unrestricted Subsidiary (determined as if references to the Borrowers and the Restricted Subsidiaries in the definition of Consolidated EBITDA were references to such Sold Entity or Business or Converted Unrestricted Subsidiary and its Subsidiaries), all as determined on a consolidated basis for such Sold Entity or Business or Converted Unrestricted Subsidiary.

Disposition: as defined in Section 10.2.4(b).

dividends: as defined in Section 10.2.6.

Document: as defined in the UCC (and/or with respect to any Document of a Canadian Domiciled Loan Party, a "document of title" as defined in the PPSA).

Dollar Equivalent: on any date, with respect to any amount denominated in Dollars, such amount in Dollars, and with respect to any stated amount in a currency other than Dollars, the amount of Dollars that Agent determines (which determination shall be conclusive and binding absent manifest error) would be necessary to be sold on such date at the applicable Exchange Rate to obtain the stated amount of the other currency.

Dollars or $\$$: lawful money of the United States.

Domestic Subsidiary: in the case of a Canadian Borrower, each Canadian Subsidiary, and in the case of a U.S. Borrower, each U.S. Subsidiary.

Dominion Account: with respect to the Canadian Domiciled Loan Parties, the Canadian Dominion Account, and with respect to the U.S. Facility Loan Parties, the U.S. Dominion Account.

Eligible Accounts: the Canadian Eligible Accounts and/or the U.S. Eligible Accounts, as the context requires.

Eligible Assignee: subject to the requirements of Section 13.3.3, a Person that is (a) a Lender or a U.S.-based Affiliate of a Lender; (b) if such Person is to hold U.S. Facility Obligations, an Approved Fund; (c) if such Person is to hold Canadian Facility Obligations, a Person who holds or is acquiring, or whose Affiliate holds or is acquiring, a U.S. Revolver Commitment; (d) any other financial institution approved by Agent and Loan Party Agent (which approval by Loan Party Agent shall not be unreasonably withheld or delayed, and shall be deemed given if no objection is made within five Business Days after notice of the proposed

assignment), that is organized under the laws of the United States or Canada or any state or district thereof, extends asset-based lending facilities in its Ordinary Course of Business and whose becoming an assignee would not constitute a prohibited transaction under Section 4975 of the Code or any other Applicable Law, or would, immediately following any such assignment, result in increased costs or Taxes payable by the Loan Parties pursuant to Section 5.8; and (e) during any Event of Default, any Person acceptable to Agent in its discretion, which acceptance shall not be unreasonably withheld or delayed.

Eligible Inventory: the Canadian Eligible Inventory and/or the U.S. Eligible Inventory, as the context requires.

Enforcement Action: any action to enforce any Obligations or Loan Documents or to exercise any rights or remedies relating to any Collateral (whether by judicial action, self-help, notification of Account Debtors, exercise of setoff or recoupment, exercise of any right or vote to act in a Loan Party's Insolvency Proceeding, or otherwise).

Environment: shall mean ambient air, indoor air, surface water and groundwater (including potable water, navigable water and wetlands), the land surface or subsurface strata, natural resources or as otherwise defined in any Environmental Law.

Environmental Claims: any and all actions, suits, orders, decrees, demands, demand letters, claims, liens, notices of noncompliance, violation or potential responsibility or investigation (other than internal reports prepared by any Borrower or any of the Subsidiaries (a) in the ordinary course of such Person's business or (b) as required in connection with a financing transaction or an acquisition or disposition of real estate) or proceedings relating in any way to any Environmental Law or any permit issued, or any approval given, under any such Environmental Law, including, (i) any and all such claims by governmental or regulatory authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law and (ii) any and all such claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief relating to the presence, release or threatened release of Hazardous Materials or arising from alleged injury or threat of injury to health or safety (to the extent relating to human exposure to Hazardous Materials), or the environment including, ambient air, surface water, groundwater, land surface and subsurface strata and natural resources such as wetlands.

Environmental Law: any applicable Federal, state, foreign or local statute, law, rule, regulation, ordinance, code and rule of common law now or hereafter in effect and in each case as amended, and any binding judicial or administrative interpretation thereof, including any binding judicial or administrative order, consent decree or judgment, relating to the protection of environment, including, ambient air, surface water, groundwater, land surface and subsurface strata and natural resources such as wetlands, or human health or safety (to the extent relating to human exposure to Hazardous Materials), or Hazardous Materials.

ERISA: the Employee Retirement Income Security Act of 1974.

ERISA Affiliate: any trade or business (whether or not incorporated) under common control with a Loan Party or treated as a single employer with a Loan Party, in each case within the meaning of Section 414 of the Code.

Event of Default: as defined in Section 11.1.

Excess Availability: at any time, an amount equal to (a) the lesser of (i) the Commitments *minus* all LC Obligations and (ii) the sum of the (1) U.S. Borrowing Base as of any date of determination and (2) Total Canadian Borrowing Base as of any date of determination, *minus* (b) the principal balance of all Revolver Loans.

Exchange Rate: on any date, (a) with respect to Canadian Dollars in relation to Dollars, the spot rate as quoted by Bank of America as its noon spot rate at which Dollars are offered on such date for Canadian Dollars, and (b) with respect to Dollars in relation to Canadian Dollars, the spot rate as quoted by Bank of America as its noon spot rate at which Canadian Dollars are offered on such date for such Dollars

Excluded Deposit Accounts: (a) Deposit Accounts that are zero balance disbursement accounts, (b) Deposit Accounts used solely to fund payroll, payroll taxes and similar employment taxes or employee benefits in the Ordinary Course of Business, (c) other Deposit Accounts with an amount on deposit of less than \$1,000,000 at any time in the aggregate for all such Deposit Accounts and (d) the Net Available Cash Account.

Excluded Loan Party: (a) each Loan Party that is a "controlled foreign corporation" within the meaning of Section 957 of the Code; (b) any direct or indirect Subsidiary of a Person described in clause (a) of this definition; and (c) any U.S. Subsidiary, substantially all of the assets of which are Stock of one or more "controlled foreign corporations" within the meaning of Section 957 of the Code.

Excluded Subsidiary: (a) each U.S. Subsidiary listed on **Schedule 9.1.12** hereto as an Excluded Subsidiary, (b) any Subsidiary that is not a Wholly-Owned Subsidiary, (c) any Subsidiary that is prohibited by any applicable Requirement of Law from guaranteeing the Secured Obligations, (d) in respect of the U.S. Domiciled Loan Parties, (i) any Subsidiary of a non-U.S. Subsidiary (that is a "controlled foreign corporation" within the meaning of Section 957 of the Code) and (ii) any U.S. Subsidiary, substantially all of the assets of which are Stock of one or more "controlled foreign corporations" within the meaning of Section 957 of the Code, (e) any Restricted Subsidiary acquired pursuant to a Permitted Acquisition financed with secured Indebtedness incurred pursuant to Section 10.2.1(b)(ix) or Section 10.2.1(b)(x) and each Restricted Subsidiary thereof that guarantees such Indebtedness to the extent and so long as the financing documentation relating to such Permitted Acquisition to which such Restricted Subsidiary is a party prohibits such Restricted Subsidiary from guaranteeing, or granting a Lien on any of its assets to secure, the Secured Obligations; provided that after such time that such prohibitions on guarantees or granting of Liens lapses or terminates, such Restricted Subsidiary shall no longer be an Excluded Subsidiary, (f) any other Subsidiary with respect to which, in the reasonable judgment of the Agent (confirmed in writing by notice to the applicable Borrower), the cost or other consequences (including any adverse tax consequences) of providing a Guarantee shall be excessive in view of the benefits to be obtained by the Lenders therefrom, (g)

each Unrestricted Subsidiary and (h) any Restricted Subsidiary that the Loan Party Agent elects by notice to the Agent to treat as an Excluded Subsidiary pursuant to this clause (h), *provided* that (i) any such Restricted Subsidiary shall cease to be so treated as an Excluded Subsidiary pursuant to this clause (h) upon written notice from the Loan Party Agent to the Agent, and (ii) at any time, the total assets of all Restricted Subsidiaries that are Excluded Subsidiaries solely as a result of this clause (h), as reflected on their most recent balance sheets prepared in accordance with GAAP, do not in the aggregate at any time exceed \$1,000,000, and (iii) the total revenues of all Restricted Subsidiaries that are Excluded Subsidiaries solely as a result of this clause (h) for the twelve-month period ending on the last day of the most recent Test Period for which financial statements have been delivered pursuant to Section 10.1.1 do not in the aggregate exceed \$5,000,000.

Excluded Tax: with respect to Agent, any Lender, any Fronting Bank or any other recipient of a payment to be made by or on behalf of any Loan Party on account of any Obligation, (a) taxes imposed on or measured by its net income (however denominated), and franchise taxes imposed on it (i) by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable Lending Office is located or (ii) as the result of any other present or former connection between such recipient and the jurisdiction imposing such tax (other than connections arising from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan, Letter of Credit or Loan Document); (b) any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction in which such recipient has a branch; (c) in the case of a Foreign Lender (within the meaning of clause (b) of the definition thereof), any United States withholding tax that is imposed on amounts payable to such Foreign Lender pursuant to laws in force at the time such Foreign Lender becomes a Lender (or designates a new Lending Office) hereunder, or any additional United States withholding tax that is imposed on amounts payable to a Foreign Lender after the time such Foreign Lender becomes a Lender (or designates a new Lending Office) hereunder, except that taxes in this clause (c) shall not include (i) additional United States withholding tax that may be imposed on amounts payable to a Foreign Lender after the time such Foreign Lender becomes a party to the Agreement (or designates a new Lending Office), as a result of a Change in Tax Law after such time and (ii) any amount with respect to United States withholding tax that such Foreign Lender (or its assignor, if any) was previously entitled to receive pursuant to Section 5.8 of this Agreement, if any, with respect to such United States withholding tax at the time such Foreign Lender designates a new Lending Office (or at the time of the assignment); (d) any United States withholding tax imposed under FATCA, or (e) any withholding tax that is attributable to such recipient's failure or inability (other than as a result of a Change in Tax Law) to comply with Section 5.9.

Existing Canadian Credit Agreement: that certain Amended and Restated Loan and Security Agreement dated as of November 18, 2009, among the Initial Canadian Borrower, Mega Production Testing Inc. and Hagan Oilfield Supply Ltd., as guarantors, the lenders party thereto and Bank of America, N.A. (acting through its Canada branch), as agent for such lenders.

Existing Letters of Credit: the letters of credit set forth on **Schedule 1.1(b)**.

Existing U.S. Credit Agreement: that certain Revolving Loan Credit Agreement dated as of October 31, 2007, among MRC, as borrower, the lenders party thereto, The CIT Group/Business Credit, Inc., as administrative agent and co-collateral agent for such lenders and the other agents and parties referred to therein, as amended by that certain First Amendment to Revolving Loan Credit Agreement dated as of December 21, 2009.

Extraordinary Expenses: all costs, expenses or advances that Agent may incur during an Event of Default, or during the pendency of any Insolvency Proceeding of any Borrower or any Specified Subsidiary, including those relating to (a) any audit, inspection, repossession, storage, repair, appraisal, insurance, manufacture, preparation or advertising for sale, sale, collection, or other preservation of or realization upon any Collateral; (b) any action, arbitration or other proceeding (whether instituted by or against Agent, any Lender, any Loan Party, any representative of creditors of any Loan Party or any other Person) in any way relating to any Collateral (including the validity, perfection, priority or avoidability of Agent's Liens with respect to any Collateral), Loan Documents, Letters of Credit or Obligations, including any lender liability or other Claims; (c) the exercise, protection or enforcement of any rights or remedies of Agent in, or the monitoring of, any Insolvency Proceeding; (d) settlement or satisfaction of any taxes, charges or Liens with respect to any Collateral; (e) any Enforcement Action; (f) negotiation and documentation of any modification, waiver, workout, restructuring or forbearance with respect to any Loan Documents or Obligations; and (g) Protective Advances. Such costs, expenses and advances include transfer fees, Other Taxes, storage fees, insurance costs, permit fees, utility reservation and standby fees, appraisal fees, brokers' fees and commissions, auctioneers' fees and commissions, accountants' fees, environmental study fees, wages and salaries paid to employees of any Loan Party or independent contractors in liquidating any Collateral, travel expenses and legal fees (which shall be limited to the reasonable fees, disbursements and other charges of one primary counsel and one local counsel in each relevant jurisdiction for the Agent and the Lenders (unless there is an actual or perceived conflict of interest or the availability of different claims or defenses in which case the Agent may retain its own counsel).

Facility Termination Date: June 14, 2016.

FATCA: Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended version that is substantively comparable), and any current or future regulations or official interpretations thereof.

FCCR Test Event: the occurrence of any one of the following events: (i) Excess Availability shall be less than the greater of (A) 10% of the Commitments or (B) \$75,000,000 or (ii) an Event of Default shall have occurred and be continuing; *provided*, that, to the extent that the FCCR Test Event has occurred due to clause (i) of this definition, if Excess Availability shall have exceeded the greater of (x) 10% of the Commitments and (y) \$75,000,000 for at least thirty (30) consecutive days, the FCCR Test Event shall be deemed to be over.

Federal Funds Rate: (a) the weighted average of interest rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on the applicable Business Day (or on the preceding Business Day, if the applicable day is not a Business Day), as published by the Federal Reserve Bank of New York on the next Business

Day; or (b) if no such rate is published on the next Business Day, the average rate (rounded up, if necessary, to the nearest 1/8 of 1%) charged to Bank of America on the applicable day on such transactions, as determined by Agent.

Fee Letter: collectively, (a) the fee letter agreement among Agent, Merrill Lynch, Pierce, Fenner & Smith Incorporated, MRC and the Initial Canadian Borrower dated as of April 29, 2011, (b) the fee letter agreement among Barclays Capital, the investment banking division of Barclays Bank PLC, MRC and the Initial Canadian Borrower dated as of April 29, 2011 and (c) the fee letter agreement among Wells Fargo Capital Finance, LLC, MRC and the Initial Canadian Borrower dated as of April 29, 2011.

Financial Administration Act: Financial Administration Act (*Canada*) and all regulations and schedules thereunder.

Floating Rate Loan: a U.S. Base Rate Loan, a Canadian Prime Rate Loan or a Canadian Base Rate Loan.

FLSA: the Fair Labor Standards Act of 1938.

Foreign Lender: a Lender that is (a) in the case of the Canadian Borrowers, resident in a jurisdiction other than Canada or a province or territory thereof, and (b) in the case of the U.S. Borrowers, not a "United States person" within the meaning of section 7701(a)(30) of the Code.

Foreign Plan: any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to by a Borrower or any of its Subsidiaries with respect to employees employed outside the United States or Canada.

Foreign Subsidiary: a Subsidiary of a Borrower that is not a Domestic Subsidiary.

Fronting Bank: a U.S. Fronting Bank and/or the Canadian Fronting Bank, as the context requires.

Fronting Bank Indemnities: U.S. Fronting Bank Indemnities and/or Canadian Fronting Bank Indemnities, as the context requires.

FSCO: The Financial Services Commission of Ontario or like body in Canada or in any other province or territory or jurisdiction of Canada with whom a Canadian Pension Plan is required to be registered in accordance with Requirements of Law and any other Governmental Authority succeeding to the functions thereof.

Full Payment: with respect to any Obligations (other than unasserted contingent indemnity claims), (a) the full cash payment thereof in the applicable currency required hereunder, including any interest and documented fees and other charges accruing during an Insolvency Proceeding (whether or not allowed in the proceeding); (b) if such Obligations are LC Obligations, Bank Product Debt or inchoate or contingent in nature, Cash Collateralization thereof (or delivery of a standby letter of credit acceptable to Agent in its discretion, in the amount of required Cash Collateral); and (c) a release of any Claims of Loan Parties against Agent, Lenders and any Fronting Bank arising on or before the payment date. No Loans shall be

deemed to have been paid in full until all Commitments related to such Loans have expired or been terminated.

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

GAAP: generally accepted accounting principles in effect in the United States, from time to time, applied consistently, subject to Section 1.2 hereof; *provided* that capital leases and operating leases shall be subject to generally accepted accounting principles in effect in the United States on the date hereof.

General Intangibles: as defined in the UCC (and/or with respect to any General Intangible of a Canadian Facility Loan Party, an “intangible” as defined in the PPSA).

Governmental Approval: all authorizations, consents, approvals, licenses and exemptions of, registrations and filings with, and required reports to, all Governmental Authorities.

Governmental Authority: any federal, state, provincial, municipal, foreign or other governmental department, agency, commission, board, bureau, court, tribunal, instrumentality, political subdivision, or other entity or officer exercising executive, legislative, judicial, regulatory or administrative functions for or pertaining to any government or court, in each case whether it is or is not associated with the United States, a state, district or territory thereof, Canada, a province or territory thereof or any other foreign entity or government.

Guarantee: each guarantee agreement (including this Agreement) executed by a Guarantor in favor of Agent guaranteeing all or any portion of the Canadian Facility Secured Obligations or the U.S. Facility Secured Obligations.

Guarantee Obligations: as to any Person, any obligation of such Person guaranteeing or intended to guarantee any Indebtedness of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, including any obligation of such Person, whether or not contingent, (a) to purchase any such Indebtedness or any property constituting direct or indirect security therefor, (b) to advance or supply funds (i) for the purchase or payment of any such Indebtedness or (ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (c) to purchase property, securities or services primarily for the purpose of assuring the owner of any such Indebtedness of the ability of the primary obligor to make payment of such Indebtedness or (d) otherwise to assure or hold harmless the owner of such Indebtedness against loss in respect thereof, *provided*, however, that the term “Guarantee Obligations” shall not include endorsements of instruments for deposit or collection in the Ordinary Course of Business or customary and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any

acquisition or disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee Obligation shall be deemed to be an amount equal to the stated or determinable amount of the Indebtedness in respect of which such Guarantee Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith.

Guarantor Payment: as defined in Section 5.10.3(b).

Guarantors: Canadian Facility Guarantors, U.S. Facility Guarantors, and each other Person who guarantees payment or performance of any Secured Obligations.

Hazardous Materials: (a) any petroleum or petroleum products, radioactive materials, friable asbestos, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing regulated levels of polychlorinated biphenyls, and radon gas; (b) any chemicals, materials or substances defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials", "extremely hazardous waste", "restricted hazardous waste", "toxic substances", "toxic pollutants", "contaminants", or "pollutants", or words of similar import, under any applicable Environmental Law; and (c) any other chemical, material or substance, which is prohibited, limited or regulated by any Environmental Law.

Hedge Agreement: an Interest Rate Agreement, Currency Agreement or Commodity Agreement entered into in the ordinary course of any Borrower's or any of its Subsidiaries' businesses.

Historical Financial Statements: as of the Closing Date, (a) the audited consolidated financial statements of the Parent and its Subsidiaries for the fiscal year ended December 31, 2010, (b) the unaudited financial statements of the Parent and its Subsidiaries for the fiscal quarter ended March 31, 2011 and (c) the unaudited financial statements of the Parent and its Subsidiaries for the fiscal month ended April 30, 2011.

Increase Date: as defined in Section 2.1.7(a).

Indebtedness: with respect to any Person shall mean (a) all indebtedness of such Person for borrowed money, (b) the deferred purchase price of assets or services that in accordance with GAAP would be included as liabilities in the balance sheet of such Person, (c) the face amount of all letters of credit issued for the account of such Person and, without duplication, all drafts drawn thereunder, (d) all Indebtedness of a second Person secured by any Lien on any property owned by such first Person, whether or not such Indebtedness has been assumed, (e) all Capitalized Lease Obligations of such Person, (f) all obligations of such Person under interest rate swap, cap or collar agreements, interest rate future or option contracts, currency swap agreements, currency future or option contracts, commodity price protection agreements or other commodity price hedging agreements and other similar agreements and (g) without duplication, all Guarantee Obligations of such Person, provided that Indebtedness shall not include (i) trade payables and accrued expenses, in each case payable directly or through a bank clearing arrangement and arising in the Ordinary Course of Business, (ii) deferred or prepaid revenue, (iii) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy

warranty or other unperformed obligations of the respective seller and (iv) all intercompany Indebtedness having a term not exceeding 364 days (inclusive of any roll-over or extensions of terms) and made in the Ordinary Course of Business.

Indemnified Taxes: Taxes other than Excluded Taxes and Other Taxes.

Indemnitees: Agent Indemnitees, Lender Indemnitees, Fronting Bank Indemnitees and Bank of America Indemnitees.

Information: as defined on Section 14.12.

Initial Canadian Borrower: as defined in the preamble to this Agreement.

Initial U.S. Borrowers: as defined in the preamble to this Agreement.

Insolvency Proceeding: any case or proceeding or proposal commenced by or against a Person under any state, provincial, federal or foreign law for, or any agreement of such Person to, (a) the entry of an order for relief under the U.S. Bankruptcy Code, or any other insolvency, debtor relief, bankruptcy, receivership, debt adjustment law or other similar law (whether state, provincial, federal or foreign), including the Bankruptcy and Insolvency Act (Canada) and the CCAA; (b) the appointment of a Creditor Representative or other custodian for such Person or any part of its Property; or (c) an assignment or trust mortgage for the benefit of creditors.

Insurance Assignment: each collateral assignment of insurance pursuant to which a Loan Party assigns to the Agent, for the benefit of the Secured Parties, such Loan Party's rights under business interruption policies, as security for the Secured Obligations.

Intercreditor Agreement: that certain Second Amended and Restated Intercreditor Agreement dated as of December 21, 2009, among MRC, certain of its subsidiaries, The CIT Group/Business Credit, Inc., as co-collateral agent for the Revolving Credit Lenders (as defined therein), Bank of America, N.A., as co-collateral agent for the Revolving Credit Lenders, and U.S. Bank National Association, as collateral trustee for itself and the Senior Secured Notes Secured Parties (as defined therein), the Additional Senior Secured Notes Secured Parties (as defined therein) and the Subordinated Lien Secured Parties (as defined therein), as the same may be amended, supplemented or otherwise modified from time to time.

Interest Period: as defined in Section 3.1.4.

Interest Period Loan: a LIBOR Loan or a Canadian BA Rate Loan.

Interest Rate Agreement: any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedging agreement or other similar agreement or arrangement, each of which is for the purpose of hedging the interest rate exposure associated with any Borrower's and its Subsidiaries' operations and not for speculative purposes.

Inventory: as defined in the UCC or the PPSA, as applicable, including all goods intended for sale, lease, display or demonstration; all work in process; and all raw materials, and other materials and supplies of any kind that are or could be used in connection with the

manufacture, transformation, printing, packing, shipping, advertising, sale, lease or furnishing of such goods, or otherwise used or consumed in a Borrower's business (but excluding Equipment).

Inventory Appraisal: (a) on the Closing Date, the appraisals prepared by HILCO Appraisal Services, LLC dated February 25, 2011 for the U.S. Borrowers and dated May 6, 2011 for the Initial Canadian Borrower and (b) thereafter, the most recent inventory appraisal conducted by an independent appraisal firm and delivered pursuant to Section 10.1.15 hereof.

Investment: for any Person: (a) the acquisition (whether for cash, property, services or securities or otherwise) of Stock, Stock Equivalents, bonds, notes, debentures, partnership or other ownership interests or other securities of any other Person (including any "short sale" or any sale of any securities at a time when such securities are not owned by the Person entering into such sale); (b) the making of any deposit with, or advance, loan or other extension of credit to, any other Person (including the purchase of property from another Person subject to an understanding or agreement, contingent or otherwise, to resell such property to such Person), but excluding any such advance, loan or extension of credit having a term not exceeding 364 days arising in the Ordinary Course of Business; or (c) the entering into of any guarantee of, or other contingent obligation with respect to, Indebtedness.

IRS: the United States Internal Revenue Service.

Joint Lead Arrangers: Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Capital, the investment banking division of Barclays Bank PLC, and Wells Fargo Capital Finance, LLC.

LC Document: any of the Canadian LC Documents or the U.S. LC Documents.

LC Obligations: U.S. LC Obligations and/or Canadian LC Obligations, as the context requires.

Lender Indemnitees: Lenders, Affiliates of Lenders and their respective officers, directors, members, partners, employees and agents.

Lenders: as defined in the preamble to this Agreement, including the Agent in its capacity as U.S. Swingline Lender, the Canadian Swingline Lender, the U.S. Lenders and the Canadian Lenders and their respective permitted successors and assigns and, where applicable, any Fronting Bank, and any other Person who hereafter becomes a "Lender" pursuant to an Assignment and Acceptance.

Lending Office: the office designated as such by the Applicable Lender at the time it becomes party to this Agreement or thereafter by notice to Agent and Loan Party Agent.

Letter-of-Credit Right: as defined in the UCC, and in any event shall mean a right to payment or performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment of performance.

Letters of Credit: the U.S. Letters of Credit and/or the Canadian Letters of Credit, as the context requires.

LIBOR: for any Interest Period with respect to a LIBOR Loan, the per annum rate of interest (rounded up, if necessary, to the nearest 1/8th of 1%), determined by Agent at approximately 11:00 a.m. (London time) two Business Days prior to commencement of such Interest Period, for a term comparable to such Interest Period, equal to (a) the British Bankers Association LIBOR Rate (“BBA LIBOR”), as published by Reuters (or other commercially available source designated by Agent); or (b) if BBA LIBOR is not available for any reason, the interest rate at which Dollar deposits in the approximate amount of the LIBOR Loan would be offered by Bank of America’s London branch to major banks in the London interbank Eurodollar market. If the Board of Governors imposes a Reserve Percentage with respect to LIBOR deposits, then LIBOR shall be the foregoing rate, divided by 1 *minus* the Reserve Percentage.

LIBOR Loan: each set of LIBOR Revolver Loans having a common length and commencement of Interest Period.

LIBOR Revolver Loan: a Revolver Loan that bears interest based on LIBOR; *provided, however*, that a Canadian Base Rate Loan bearing interest as set forth in clause (c) of the definition of Canadian Base Rate, or a U.S. Base Rate Loan bearing interest as set forth in clause (c) of the definition of U.S. Base Rate, shall not constitute a LIBOR Revolver Loan.

Lien: any mortgage, pledge, security interest, hypothecation, assignment, statutory trust, deemed trust, privilege, lien or similar encumbrance, whether statutory, based on common law, contract or otherwise, and including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any reservation of ownership or any lease in the nature thereof.

Loan: a Revolver Loan.

Loan Account: as defined in Section 5.7.1.

Loan Documents: this Agreement, the Other Agreements and the Security Documents.

Loan Parties: the Canadian Facility Loan Parties and the U.S. Facility Loan Parties, collectively, and “Loan Party” means any of the Loan Parties, individually.

Loan Party Agent: as defined in Section 4.4.

Loan Party Group: a group consisting of (a) Canadian Facility Loan Parties or (b) U.S. Facility Loan Parties.

Loan Party Group Obligations: with respect to the Canadian Borrower Group and the other Canadian Facility Loan Parties, the Canadian Facility Obligations, and with respect to the U.S. Borrower Group and the other U.S. Facility Loan Parties, U.S. Facility Obligations.

Material Adverse Change: any event or circumstance which has resulted or is reasonably likely to result in a material adverse change in the business, assets, operations, properties or financial condition of MRC and its Subsidiaries, taken as a whole or that would materially adversely affect the ability of the Loan Parties, taken as a whole, to perform their respective payment obligations under this Agreement or any of the other Loan Documents.

Material Adverse Effect: a circumstance or condition affecting the business, assets, operations, properties or financial condition of MRC and its Subsidiaries, taken as a whole, that would materially adversely affect (a) the business, assets, operations, properties, or financial condition of the Borrowers and their Subsidiaries, taken as a whole, (b) the ability of the Loan Parties, taken as a whole, to perform their respective payment obligations under this Agreement or any of the other Loan Documents or (c) the rights and remedies of the Agent and the Lenders under this Agreement or any of the other Loan Documents.

Material Subsidiary: at any date of determination, each Restricted Subsidiary of MRC (a) whose total assets at the last day of the Test Period ending on the last day of the most recent fiscal period for which financial statements have been delivered pursuant to Section 10.1.1 were equal to or greater than 5% of the Consolidated Total Assets of MRC and its Restricted Subsidiaries at such date or (b) whose gross revenues for such Test Period were equal to or greater than 5% of the consolidated gross revenues of MRC and its Restricted Subsidiaries for such period, in each case determined in accordance with GAAP.

Maximum Canadian Facility Amount: on any date of determination, the lesser of (a) the Canadian Revolver Commitments on such date and (b) Cdn\$150,000,000 (or such greater or lesser amount after giving effect to any reductions in the Commitments pursuant to Section 2.1.4 and/or to any Canadian Revolver Commitment Increase made pursuant to and in accordance with Section 2.1.7); it being acknowledged and agreed that at no time can the sum of the Dollar Equivalent of the Maximum Canadian Facility Amount plus the Maximum U.S. Facility Amount exceed the Maximum Facility Amount in effect at such time.

Maximum Facility Amount: the sum of the (a) Dollar Equivalent of the Maximum Canadian Facility Amount and (b) Maximum U.S. Facility Amount but, in any event, not to exceed \$1,300,000,000.

Maximum U.S. Facility Amount: on any date of determination, the lesser of (a) the U.S. Revolver Commitments on such date and (b) \$900,000,000 (or such greater or lesser amount after giving effect to any reductions in the Commitments pursuant to Section 2.1.4 and/or to any U.S. Revolver Commitment Increase made pursuant to and in accordance with Section 2.1.7); it being acknowledged and agreed that at no time can the sum of the Maximum U.S. Facility Amount plus the Dollar Equivalent of the Maximum Canadian Facility Amount exceed the Maximum Facility Amount in effect at such time.

Moody's: Moody's Investors Service, Inc., and its successors.

MRC: as defined in the preamble to this Agreement.

Multemployer Plan: any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which any Loan Party or ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions, but excluding, for greater certainty, any Canadian Multi-Employer Plan.

Net Available Cash Account: as defined in Section 8.3.

Net Orderly Liquidation Value: the orderly liquidation value (net of costs and expenses estimated to be incurred in connection with such liquidation) of the Eligible Inventory that is estimated to be recoverable in an orderly liquidation of such Eligible Inventory, as determined from time to time by reference to the most recent Inventory Appraisal.

Non-Bank Certificate: as defined in Section 5.9.2.

Non-Core Assets: the assets described on **Schedule 10.2.4**.

Notes: each Revolver Note or other promissory note executed by a Borrower to evidence any Obligations.

Notes Priority Lien Collateral: as defined in the Intercreditor Agreement.

Notes Priority Lien Debt: as defined in the Intercreditor Agreement.

Notes Priority Liens: as defined in the Intercreditor Agreement.

Notice of Borrowing: a Notice of Borrowing to be provided by Loan Party Agent to request a Borrowing of Loans, in the form attached hereto as **Exhibit E** or otherwise in form reasonably satisfactory to Agent and Loan Party Agent.

Notice of Conversion/Continuation: a Notice of Conversion/Continuation to be provided by Loan Party Agent to request a conversion or continuation of any Loans as LIBOR Loans or Canadian BA Rate Loans, in the form attached hereto as **Exhibit F** or otherwise in form reasonably satisfactory to Agent and Loan Party Agent.

Obligations: all (a) principal of and premium, if any, on the Loans, (b) LC Obligations and other obligations of the Loan Parties with respect to Letters of Credit, (c) interest, expenses, fees, indemnification obligations, Extraordinary Expenses and other amounts payable by the Loan Parties under the Loan Documents and (d) other Indebtedness, obligations and liabilities of any kind owing by the Loan Parties pursuant to the Loan Documents, whether now existing or hereafter arising, whether evidenced by a note or other writing, whether allowed in any Insolvency Proceeding, whether arising from an extension of credit, issuance of a letter of credit, acceptance, loan, guarantee, indemnification or otherwise, and whether direct or indirect, absolute or contingent, due or to become due, primary or secondary, or joint or several.

Ordinary Course of Business: with respect to any Person, the ordinary course of business of such Person, consistent with past practices or, with respect to actions taken by such Person for which no past practice exists, consistent with past practices of similarly situated companies, and, in each case, undertaken in good faith.

Organic Documents: with respect to any Person, its charter, certificate or articles of incorporation, continuation or amalgamation, bylaws, articles of organization, limited liability agreement, operating agreement, members agreement, shareholders agreement, partnership agreement, certificate of partnership, certificate of formation, memorandum of association, voting trust agreement, or similar agreement or instrument governing the formation or operation of such Person.

Other Agreement: each: Note; LC Document; Fee Letter; Intercreditor Agreement; Borrowing Base Certificate; Compliance Certificate; Subordination Agreement; or other document, instrument, certificate, notice, report or agreement (other than this Agreement or a Security Document) now or hereafter delivered by or on behalf of a Loan Party to Agent or a Lender in connection with any transactions relating hereto.

Other Taxes: all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made under any Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, any Loan Document.

Overadvance: a Canadian Overadvance or U.S. Overadvance, as the context requires.

Overadvance Loan: a Canadian Overadvance Loan and/or a U.S. Overadvance Loan, as the context requires.

Parent: McJunkin Red Man Holding Corporation, a Delaware corporation.

Participant: as defined in Section 13.2.1.

Participant Register: as defined in Section 13.2.1.

Passive Entity: a Person that conducts no business activity other than the ownership of Stock and has no Indebtedness other than Guarantee Obligations relating to its Subsidiaries.

Patriot Act: the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56, 115 Stat. 272 (2001).

Payment Item: each check, draft or other item of payment payable to a Loan Party, including those constituting proceeds of any Collateral.

PBA: the *Pensions Benefits Act (Ontario)* or any other Canadian federal or provincial or territorial pension benefit standards legislation pursuant to which any Canadian Pension Plan is required to be registered.

PBGC: the Pension Benefit Guaranty Corporation.

Perfection Certificate: shall mean a certificate disclosing information regarding the Loan Parties in the form of **Exhibit G-1** with respect to the Canadian Facility Loan Parties, and in the form of **Exhibit G-2** with respect to the U.S. Facility Loan Parties or any other form approved by the Agent and Loan Party Agent.

Permitted Acquisition: the acquisition, by merger or otherwise, by any Borrower or any of the Restricted Subsidiaries of assets or Stock or Stock Equivalents, so long as (a) such acquisition and all transactions related thereto shall be consummated in accordance with Applicable Law; (b) such acquisition shall result in the issuer of such Stock or Stock Equivalents becoming a Restricted Subsidiary and a Guarantor, to the extent required by Section 10.1.13; (c)

such acquisition shall result in the Agent, for the benefit of the Secured Parties, being granted a Lien in any Stock, Stock Equivalent or any assets so acquired, to the extent required by Sections 10.1.13 and/or 10.1.16; (d) after giving effect to such acquisition, no Default or Event of Default shall have occurred and be continuing; (e) after giving effect to such acquisition, either (1) both (A) Excess Availability shall be greater than the higher of (x) 10% of the Commitments and (y) \$75,000,000 and (B) the Consolidated Fixed Charge Coverage Ratio determined as of the most recent Test Period for which financial statements have been delivered pursuant to Section 10.1.1 shall be greater than 1.0 to 1.0 or (2) Excess Availability shall be greater than the higher of (x) 15% of the Commitments and (y) \$125,000,000 and (f) any Indebtedness incurred to finance the acquisition is permitted to be incurred by the Senior Secured Notes Indenture; *provided*, that if (x) such acquisition satisfies all of the conditions set forth above except for the conditions set forth in clause (e) above and (y) after giving effect to such acquisition, either (1) Excess Availability is greater than the higher of (A) 10% of the Commitments and (B) \$75,000,000 or (2) the Consolidated Fixed Charge Coverage Ratio shall be greater than 1.0 to 1.0, such acquisition shall be permitted provided that it, together with all other acquisitions permitted under this proviso, do not exceed \$50,000,000 in the aggregate.

Notwithstanding the definition of U.S. Borrowing Base and Canadian Borrowing Base, in connection with and subsequent to any Permitted Acquisition, the Accounts and Inventory acquired by the Borrowers, or, subject to compliance with Section 10.1.13 of this Agreement, of the Person so acquired, may be included in the calculation of the Borrowing Base and thereafter if all criteria set forth in the definitions of Eligible Accounts and Eligible Inventory have been satisfied and, if the aggregate value (or Cost in the case of Inventory) of such Accounts and Inventory is in excess of \$40,000,000 and only to the extent reasonably requested by the Agent, the Agent shall have received a collateral audit and appraisal of such Accounts and Inventory acquired by the applicable Borrower or Borrowers or owned by such Person acquired by the applicable Borrower or Borrowers which shall be reasonably satisfactory in scope, form and substance to the Agent; *provided*, that if no collateral audit and appraisal is delivered to and approved by the Agent with respect to such Accounts and Inventory, then the lowest recovery rates from the current Inventory Appraisal shall apply to such Accounts and Inventory.

Permitted Additional Debt: senior unsecured or subordinated Indebtedness issued by a Borrower or a Guarantor and, to the extent permitted by Section 10.2.1(b)(x), any Indebtedness incurred by any other Restricted Subsidiary of MRC, (a) the terms of which (i) do not provide for any scheduled repayment, mandatory redemption or sinking fund obligation prior to the date that is 180 days following the U.S. Revolver Commitment Termination Date (other than customary offers to purchase upon a change of control, asset sale or event of loss and customary acceleration rights after an event of default) and (ii) to the extent subordinated provide for customary subordination to the Obligations under the Loan Documents, (b) the covenants, events of default, guarantees and other terms of which (other than interest rate and redemption premiums), taken as a whole, are not more restrictive to such Borrower and the Subsidiaries than those in this Agreement or the Senior Secured Notes Indenture; *provided* that a certificate of a Senior Officer of such Borrower is delivered to the Agent at least five Business Days (or such shorter period as the Agent may reasonably agree) prior to the incurrence of such Indebtedness, together with a reasonably detailed description of the material terms and conditions of such Indebtedness or drafts of the documentation relating thereto, stating that such Borrower has determined in good faith that such terms and conditions satisfy the foregoing requirement shall

be conclusive evidence that such terms and conditions satisfy the foregoing requirement unless the Agent notifies such Borrower within such period that it disagrees with such determination (including a reasonable description of the basis upon which it disagrees), and (c) of which, except to the extent permitted by Section 10.2.1(b)(x), no Subsidiary of MRC (other than a Loan Party) is an obligor.

Permitted Discretion: a determination made by Agent, in the exercise of its reasonable credit judgment (from the perspective of a secured asset-based lender), exercised in good faith and subject to Section 7.5.

Permitted Investments: shall mean:

(a) securities issued or unconditionally guaranteed by the United States of America or the Canadian government or any agency or instrumentality thereof, in each case having maturities of not more than 12 months from the date of acquisition thereof;

(b) securities issued by any state of the United States of America or any province or territory of Canada, or any political subdivision of any such state, province or territory, or any public instrumentality thereof or any political subdivision of any such state, province or territory, or any public instrumentality thereof having maturities of not more than 12 months from the date of acquisition thereof and, at the time of acquisition, having an investment grade rating generally obtainable from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, then from another nationally recognized rating service);

(c) commercial paper issued by any Lender or any bank holding company owning any Lender;

(d) commercial paper maturing no more than 12 months after the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 or P-1 from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized rating service);

(e) domestic and LIBOR certificates of deposit or bankers' acceptances maturing no more than two years after the date of acquisition thereof issued by any Lender or any other bank having combined capital and surplus of not less than \$250,000,000 in the case of domestic banks;

(f) repurchase agreements with a term of not more than 30 days for underlying securities of the type described in clauses (a), (b) and (e) above entered into with any bank meeting the qualifications specified in clause (e) above or securities dealers of recognized national standing;

(g) marketable short-term money market and similar funds (x) either having assets in excess of \$250,000,000 or (y) having a rating of at least A-1 or P-1 from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized rating service);

(h) shares of investment companies that are registered under the Investment Company Act of 1940 and substantially all the investments of which are one or more of the types of securities described in clauses (a) through (g) above; and

(i) in the case of Investments by any Restricted Foreign Subsidiary or Investments made in a country outside the United States of America or Canada, Permitted Investments shall also include (i) direct obligations of the sovereign nation (or any agency thereof) in which such Restricted Foreign Subsidiary is organized and is conducting business or where such Investment is made, or in obligations fully and unconditionally guaranteed by such sovereign nation (or any agency thereof), in each case maturing within a two years after such date and having, at the time of the acquisition thereof, a rating equivalent to at least A-1 from S&P and at least P-1 from Moody's, (ii) investments of the type and maturity described in clauses (a) through (h) above of foreign obligors, which Investments or obligors (or the parents of such obligors) have ratings described in such clauses or equivalent ratings from comparable foreign rating agencies, (iii) shares of money market mutual or similar funds which invest exclusively in assets otherwise satisfying the requirements of this definition (including this proviso) and (iv) other short-term investments utilized by Foreign Restricted Subsidiaries in accordance with normal investment practices for cash management in investments analogous to the foregoing investments in clauses (a) through (i).

Permitted Liens: shall mean:

- (a) Liens for taxes, assessments or governmental charges or claims not yet due or which are being contested in good faith and by appropriate proceedings for which appropriate reserves have been established in accordance with GAAP;
- (b) Liens in respect of property or assets of any Borrower or any of the Subsidiaries imposed by law, such as carriers', warehousemen's and mechanics' Liens and other similar Liens arising in the Ordinary Course of Business, in each case so long as such Liens arise in the Ordinary Course of Business and do not individually or in the aggregate have a Material Adverse Effect;
- (c) Liens arising from judgments or decrees in circumstances not constituting an Event of Default under Section 11.1;
- (d) Liens incurred or deposits made in connection with workers' compensation, unemployment insurance and other types of social security, or to secure the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, performance and return-of-money bonds and other similar obligations incurred in the Ordinary Course of Business or otherwise constituting Investments permitted by Section 10.2.5;
- (e) ground leases in respect of real property on which facilities owned or leased by a Borrower or any of its Subsidiaries are located;
- (f) easements, rights-of-way, servitudes, restrictions, minor defects or irregularities in title and other similar charges or encumbrances not interfering in any material respect with the business of any Borrower and its Subsidiaries, taken as a whole;

(g) any interest or title of a lessor or secured by a lessor's interest under any lease permitted by this Agreement;

(h) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(i) Liens on goods the purchase price of which is financed by a documentary letter of credit issued for the account of a Borrower or any of its Subsidiaries, provided that such Lien secures only the obligations of such Borrower or such Subsidiaries in respect of such letter of credit to the extent permitted under Section 10.2.1(b);

(j) leases or subleases granted to others not interfering in any material respect with the business of any Borrower and its Subsidiaries, taken as a whole;

(k) Liens arising from precautionary Uniform Commercial Code financing statements, PPSA financing statements or similar filings made in respect of operating leases entered into by any Borrower or any of its Subsidiaries; and

(l) Liens created in the Ordinary Course of Business in favor of banks and other financial institutions over credit balances of any bank accounts of any Borrower and the Restricted Subsidiaries held at such banks or financial institutions, as the case may be, to facilitate the operation of cash pooling and/or interest set-off arrangements in respect of such bank accounts in the Ordinary Course of Business.

Permitted Sale Leaseback: any Sale Leaseback consummated by any Borrower or any of the Restricted Subsidiaries after the Closing Date, provided that any such Sale Leaseback not between a Borrower and any Guarantor or any Guarantor and another Guarantor is consummated for fair value as determined at the time of consummation in good faith by such Borrower or such Restricted Subsidiary and, in the case of any Sale Leaseback (or series of related Sales Leasebacks) the aggregate proceeds of which exceed \$25,000,000, the board of directors of such Borrower or such Restricted Subsidiary (which such determination may take into account any retained interest or other Investment of such Borrower or such Restricted Subsidiary in connection with, and any other material economic terms of, such Sale Leaseback).

Person: any individual, corporation, limited liability company, unlimited liability company, partnership, joint venture, joint stock company, land trust, business trust, unincorporated organization, Governmental Authority or other entity.

Plan: any "employee benefit plan" (as defined in Section 3(3) of ERISA), and any payroll practice and other employee benefit plan, policy, program, agreement or arrangement, including retirement, pension, profit sharing, employment, individual consulting or other compensation agreement, collective bargaining agreement, bonus or other incentive compensation, retention, stock purchase, equity or equity-based compensation, deferred compensation, change in control, severance, sick leave, vacation, loans, salary continuation, hospitalization, health, life insurance, educational assistance, or other fringe benefit or perquisite plan, policy, agreement which is or was sponsored, maintained or contributed to by, or required to be contributed to by, any Loan Party or Affiliate thereof or with respect to which a Loan Party

or ERISA Affiliate has or could have any obligation or liability, contingent or otherwise, but excluding, for greater certainty, a Canadian Employee Plan.

Pledged Collateral: as defined in Section 7.3.1.

Pledged Debt Securities: as defined in Section 7.3.1.

Pledged Stock: as defined in Section 7.3.1.

Post-Acquisition Period: with respect to any Permitted Acquisition, the period beginning on the date such Permitted Acquisition is consummated and ending on the last day of the fourth full consecutive fiscal quarter immediately following the date on which such Permitted Acquisition is consummated.

PPSA: the *Personal Property Security Act (Alberta)*, (or any successor statute) and the regulations thereunder; *provided, however*, if validity, perfection and effect of perfection and non-perfection and opposability of the Agent's security interest in and Lien on any Collateral of any Loan Party are governed by the personal property security laws of any jurisdiction other than Alberta, PPSA shall mean those personal property security laws (including the Civil Code) in such other jurisdiction for the purposes of the provisions hereof relating to such validity, perfection, and effect of perfection and non-perfection and for the definitions related to such provisions, as from time to time in effect.

Proceeds of Crime Act: the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) (or any successor statute), as amended from time to time, and includes all regulations thereunder.

Pro Forma Adjustment: for any Test Period that includes all or any part of a fiscal quarter included in any Post-Acquisition Period, with respect to the Acquired EBITDA of the applicable Acquired Entity or Business or the Consolidated EBITDA of the Borrowers, the pro forma increase or decrease in such Acquired EBITDA or such Consolidated EBITDA, as the case may be, projected by the Borrowers in good faith as a result of (a) actions taken or expected to be taken during such Post-Acquisition Period for the purposes of realizing reasonably identifiable and factually supportable cost savings or (b) any additional costs incurred during such Post-Acquisition Period, in each case in connection with the combination of the operations of such Acquired Entity or Business with the operations of the Borrowers and the Restricted Subsidiaries; *provided* that, so long as such actions are taken or expected to be taken during such Post-Acquisition Period or such costs are incurred during such Post-Acquisition Period, as applicable, it may be assumed, for purposes of projecting such pro forma increase or decrease to such Acquired EBITDA or such Consolidated EBITDA, as the case may be, that such cost savings will be realizable during the entirety of such Test Period, or such additional costs, as applicable, will be incurred during the entirety of such Test Period; provided further that any such pro forma increase or decrease to such Acquired EBITDA or such Consolidated EBITDA, as the case may be, shall be without duplication for cost savings or additional costs already included in such Acquired EBITDA or such Consolidated EBITDA, as the case may be, for such Test Period.

Pro Forma Adjustment Certificate: any certificate of a Senior Officer of the Loan Party Agent delivered pursuant to Section 10.1.1(e).

Pro Forma Basis and Pro Forma Compliance: with respect to compliance with any test or covenant hereunder, that (A) to the extent applicable, the Pro Forma Adjustment shall have been made and (B) all Specified Transactions and the following transactions in connection therewith shall be deemed to have occurred as of the first day of the applicable period of measurement in such test or covenant: (a) income statement items (whether positive or negative) attributable to the property or Person subject to such Specified Transaction, (i) in the case of a sale, transfer or other disposition of all or substantially all Stock in any Subsidiary of any Loan Party or any division, product line, or facility used for operations of any Loan Party or any of its Subsidiaries, shall be excluded, and (ii) in the case of a Permitted Acquisition or Investment described in the definition of "Specified Transaction", shall be included, (b) any retirement of Indebtedness, and (c) any Indebtedness incurred or assumed by any Loan Party or any of the Restricted Subsidiaries in connection therewith and if such Indebtedness has a floating or formula rate, shall have an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate which is or would be in effect with respect to such Indebtedness as at the relevant date of determination; *provided* that, without limiting the application of the Pro Forma Adjustment pursuant to (A) above, the foregoing pro forma adjustments may be applied to any such test or covenant solely to the extent that such adjustments are consistent with the definition of Consolidated EBITDA and give effect to events (including operating expense reductions) that are (i) (x) directly attributable to such transaction, (y) expected to have a continuing impact on the Loan Parties and the Restricted Subsidiaries and (z) factually supportable or (ii) otherwise consistent with the definition of Pro Forma Adjustment.

Pro Forma Consolidated Fixed Charge Coverage Ratio: with respect to compliance with any covenant or test hereunder, the Consolidated Fixed Coverage Ratio as calculated on the assumed basis that the applicable dividend or payment in respect of Subordinated Indebtedness was included as one of the Consolidated Fixed Charges.

Pro Forma Entity: as defined in "Acquired EBITDA".

Property: any interest in any kind of property or asset, whether real (immovable), personal (movable) or mixed, or tangible (corporeal) or intangible (incorporeal).

Pro Rata: (a) when used with reference to a Lender's (i) share on any date of the total Borrower Group Commitments to a Borrower Group, (ii) participating interest in LC Obligations (if applicable) to the members of such Borrower Group, (iii) share of payments made by the members of such Borrower Group with respect to such Borrower Group's Obligations, (iv) increases or reductions to the Canadian Revolver Commitments or the U.S. Revolver Commitments pursuant to Section 2.1.4 or 2.1.7, and (v) obligation to pay or reimburse Agent for Extraordinary Expenses owed by or in respect of such Borrower Group or to indemnify any Indemnitees for Claims relating to such Borrower Group, a percentage (expressed as a decimal, rounded to the ninth decimal place) derived by dividing the amount of the Borrower Group Commitment of such Lender to such Borrower Group on such date by the aggregate amount of the Borrower Group Commitments of all Lenders to such Borrower Group on such date (or if such Borrower Group Commitments have been terminated, by reference to the respective

Borrower Group Commitments as in effect immediately prior to the termination thereof) or (b) when used for any other reason, a percentage (expressed as a decimal, rounded to the ninth decimal place) derived by dividing the aggregate amount of the Lender's Commitments on such date by the aggregate amount of the Commitments of all Lenders on such date (or if any such Commitments have been terminated, such Commitments as in effect immediately prior to the termination thereof).

Protective Advances: Canadian Protective Advances and/or U.S. Protective Advances, as the context requires.

Qualified IPO: any underwritten sale to the public of MRC's, Parent's or any direct or indirect parent of Parent's (or its successor's) Stock pursuant to an effective registration statement filed with the SEC on Form S-1 or Form S-3 (or any successor forms adopted by the SEC) after which MRC's, Parent's or any direct or indirect parent of Parent's (or its successor's) Stock is listed on a United States national securities exchange or the NASDAQ stock market; *provided* that a Qualified IPO shall not include any issuance of Stock in any merger or other business combination, and shall not include any registration of the issuance of Stock to existing securityholders or employees of MRC, Parent or any direct or indirect parent of Parent and their respective Subsidiaries on Form S-4 or Form S-8 (or any successor form adopted by the SEC).

Real Estate: as defined in Section 10.1.1(i).

Records: as defined in the UCC, and in any event means information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form, including, all books and records, customer lists, files, correspondence, tapes, computer programs, print outs and computer records.

Register: as defined in Section 13.1.

Report: as defined in Section 12.2.3.

Reportable Event: the occurrence of any of the events set forth in Section 4043(b) or (c) of ERISA and regulations thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived).

Required Borrower Group Lenders: at any date of determination thereof, Lenders having Borrower Group Commitments to a Borrower Group representing more than 50% of the aggregate Borrower Group Commitments to such Borrower Group at such time; *provided, however*, that if and for so long as any such Lender shall be a Defaulting Lender, the term "Required Borrower Group Lenders" shall mean Lenders (excluding such Defaulting Lender) having Borrower Group Commitments to such Borrower Group representing more than 50% of the aggregate Borrower Group Commitments to such Borrower Group (excluding the Borrower Group Commitments of each Defaulting Lender) at such time; *provided further, however*, that if all of the Borrower Group Commitments to such Borrower Group have been terminated, the term "Required Borrower Group Lenders" shall mean Lenders to such Borrower Group holding Revolver Loans to, and (if applicable) participating interest in LC Obligations owing by, such Borrower Group representing more than 50% of the aggregate outstanding principal amount of Revolver Loans and (if applicable) LC Obligations owing by such Borrower Group at such time.

Required Lenders: at any date of determination thereof, Lenders having Borrower Group Commitments representing more than 50% of the aggregate Borrower Group Commitments at such time; *provided, however*, that for so long as any Lender shall be a Defaulting Lender, the term “Required Lenders” shall mean Lenders (excluding such Defaulting Lender) having Commitments representing more than 50% of the aggregate Commitments (excluding the Commitments of each Defaulting Lender) at such time; *provided further, however*, that if any of the Borrower Group Commitments have been terminated, the term “Required Lenders” shall be calculated using (a) in lieu of such Lender’s terminated Borrower Group Commitment, the outstanding principal amount of the Revolver Loans by such Lender to, and (if applicable) participation interests in LC Obligations owing by, such Borrower Group and (b) in lieu of the aggregate Commitments under such terminated Borrower Group Commitment, the aggregate outstanding Revolver Loans to, and (if applicable) LC Obligations owing by such Borrower Group.

Requirement of Law: as to any Person, the Organic Documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a 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.

Reserves: U.S. Availability Reserves and/or Canadian Availability Reserves, as the context requires.

Restricted Foreign Subsidiary: a Foreign Subsidiary that is a Restricted Subsidiary.

Restricted Subsidiary: any Subsidiary of any Borrower other than an Unrestricted Subsidiary.

Reserve Percentage: the reserve percentage (expressed as a decimal, rounded up to the nearest 1/8th of 1%) applicable to member banks under regulations issued by the Board of Governors for determining the maximum reserve requirement for Eurocurrency liabilities.

Revolver Commitment Increase and Revolver Commitment Increases: as defined in Section 2.1.7(a).

Revolver Loan: a loan made pursuant to Section 2.1.1, and any Overadvance Loan, Swingline Loan or Protective Advance.

Revolver Notes: collectively, the U.S. Revolver Notes and the Canadian Revolver Notes.

S&P: Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., and its successors.

Sale Leaseback: any transaction or series of related transactions pursuant to which any Borrower or any of the Restricted Subsidiaries (a) sells, transfers or otherwise disposes of any property, real or personal, whether now owned or hereafter acquired, and (b) as part of such transaction, thereafter rents or leases such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold, transferred or disposed.

SEC: means the Securities and Exchange Commission or any successor thereto and, as the context may require, any analogous Governmental Authority in any other relevant jurisdiction of the Parent or any Subsidiary.

Secured Bank Product Obligations: Bank Product Debt owing to a Secured Bank Product Provider and evidenced by one or more Bank Product Documents that the Loan Party Agent, in a written notice to Agent, has expressly requested be treated as Secured Bank Product Obligations for purposes hereof, up to the maximum amount (in the case of any Secured Bank Product Provider other than Bank of America and its Affiliates) specified by such provider in writing to Agent, which amount may be established and increased or decreased by further written notice to Agent from time to time.

Secured Bank Product Provider: (a) Bank of America or any of its Affiliates; and (b) any other Lender or Affiliate of a Lender that is providing a Bank Product; *provided* that such provider shall deliver a written notice to Agent, in form and substance reasonably satisfactory to Agent and Loan Party Agent, by the later of the Closing Date or 10 Business Days (or such later time as Agent and Loan Party Agent may agree in their reasonable discretion) following creation of the Bank Product, (i) describing the Bank Product and setting forth the maximum amount to be secured by the Collateral and the methodology to be used in calculating such amount, and (ii) if such provider is not a Lender, agreeing to be bound by Section 12.13.

Secured Leverage Ratio: as of any date of determination, the ratio of (a) Consolidated Secured Debt as of the most recent Test Period for which financial statements have been delivered pursuant to Section 10.1.1 to (b) Consolidated EBITDA for such Test Period.

Secured Obligations: Obligations and Secured Bank Product Obligations, including in each case those under all Credit Documents.

Secured Parties: Canadian Facility Secured Parties, U.S. Facility Secured Parties and Secured Bank Product Providers.

Securities Account Control Agreement: the securities account control agreements, in form and substance reasonably satisfactory to Agent and Loan Party Agent, executed by each financial institution maintaining a Securities Account for a Loan Party, in favor of Agent.

Securities Accounts: all present and future "securities accounts" (as defined in Article 8 of the UCC or the PPSA, as applicable), including all monies, "uncertificated securities," "securities entitlements" and other "financial assets" (as defined in Article 8 of the UCC or the PPSA, as applicable) contained therein.

Security Documents: this Agreement, the Guarantees, Insurance Assignments, Canadian Security Agreements, the Deposit Account Control Agreements, the Securities Account Control Agreements and all other documents, instruments and agreements now or hereafter securing (or given with the intent to secure) any Secured Obligations.

Senior Officer: the President, the Chief Financial Officer, the Principal Accounting Officer, the Treasurer, the Controller or any other senior officer of a Person designated as such in writing to the Agent by such Person.

Senior Secured Notes: the senior secured notes of MRC issued from time to time pursuant to the Senior Secured Notes Indenture and any registered notes issued by MRC in exchange for, and as contemplated by, such notes with substantially identical terms as such notes, as any such notes may be amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time in accordance with the terms of the Intercreditor Agreement.

Senior Secured Notes Indenture: that certain Indenture, dated as of December 21, 2009, by and among MRC, Parent, the Credit Support Parties (as defined therein) party thereto, and U.S. Bank National Association, as trustee, as the same may be amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time in accordance with the terms of the Intercreditor Agreement.

Settlement Report: a report delivered by the Agent to the Applicable Lenders summarizing the Revolver Loans and, if applicable, participations in LC Obligations of the applicable Borrower Group outstanding as of a given settlement date, allocated to the Applicable Lenders on a Pro Rata basis in accordance with their Revolver Commitments.

Sold Entity or Business: as defined in the definition of the term "Consolidated EBITDA".

Solidary Claim: as defined in Section 12.1.1(b).

Solvent: as it relates to (a) the Loan Parties, taken as a whole, (w) are adequately capitalized, (x) own assets, the value of which, on a going concern basis, exceed their liabilities, (y) will have sufficient working capital to pay their debts as they become due and (z) have not incurred (by way of assumption or otherwise) any obligations or liabilities (contingent or otherwise), or made any conveyance in connection therewith, in each case, with actual intent to hinder, delay or defraud either present or future creditors of such Persons or any of their Affiliates; and (b) (i) as to any other Person (other than a Person incorporated or organized under the laws of the Canada or any province or territory of Canada), such Person (u) owns Property whose fair salable value is greater than the amount required to pay all of its debts (including contingent, subordinated, unmatured and unliquidated liabilities); (v) owns Property whose present fair salable value (as defined below) is greater than the probable total liabilities (including contingent, subordinated, unmatured and unliquidated liabilities) of such Person as they become absolute and matured; (w) is able to pay all of its debts as they mature; (x) has capital that is not unreasonably small for its business and is sufficient to carry on its business and transactions and all business and transactions in which it is about to engage; (y) is not "insolvent" within the meaning of Section 101(32) of the U.S. Bankruptcy Code; and (z) has not incurred (by way of assumption or otherwise) any obligations or liabilities (contingent or otherwise) or made any conveyance in connection therewith, with actual intent to hinder, delay or defraud either present or future creditors of such Person or any of its Affiliates and (ii) as to any other Person incorporated or organized under the laws of the Canada or any province or territory of Canada, is not an "insolvent person" as defined in the Bankruptcy and Insolvency Act (*Canada*). "Fair salable value" means the amount that could be obtained for assets within a reasonable time, either through collection or through sale under ordinary selling conditions by a

capable and diligent seller to an interested buyer who is willing (but under no compulsion) to purchase.

Specified Revolving Credit Collateral: all Letter-of-Credit Rights, Chattel Paper, Instruments, Investment Property and General Intangibles pertaining to the property described in clauses (i) and (ii) of Section 7.1 of this Agreement.

Specified Subsidiary: at any date of determination (a) any Material Subsidiary or (b) any Unrestricted Subsidiary (i) whose total assets at the last day of the Test Period ending on the last day of the most recent fiscal period for which financial statements pursuant to Section 10.1.1 have been delivered were equal to or greater than 15% of the Consolidated Total Assets of the Parent and the Subsidiaries at such date or (ii) whose gross revenues for such Test Period were equal to or greater than 15% of the consolidated gross revenues of the Parent and the Subsidiaries for such period, in each case determined in accordance with GAAP and (c) each other Subsidiary that, when such Subsidiary's total assets or gross revenues are aggregated with the total assets or gross revenues, as applicable, of each other Subsidiary that is the subject of an Event of Default described in Section 11.1.5 would constitute a Specified Subsidiary under clause (a) or (b) above.

Specified Transaction: with respect to any period, any Investment, sale, transfer or other disposition of assets, incurrence or repayment of Indebtedness, Dividend, Subsidiary designation, Revolver Commitment Increase or other event that by the terms of this Agreement requires "Pro Forma Compliance" with a test or covenant hereunder or requires such test or covenant to be calculated on a "Pro Forma Basis."

Sponsor: GS Capital Partners V Fund, L.P. and its respective Affiliates.

Stock: shares of capital stock or shares in the capital, as the case may be (whether denominated as common stock or preferred stock or ordinary shares or preferred shares, as the case may be), beneficial, partnership or membership interests, participations or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company or equivalent entity, whether voting or non-voting.

Stock Equivalents: all securities convertible into or exchangeable for Stock and all warrants, options or other rights to purchase or subscribe for any Stock, whether or not presently convertible, exchangeable or exercisable.

Subordinated Indebtedness: Indebtedness of any Loan Party that is expressly subordinate and junior in right of payment to the Obligations of such Loan Party under this Agreement and is on subordination terms no less favorable to the Lenders than as is customary for senior subordinated notes issued in a public or Rule 144A high yield debt offering, it being understood that delivery to the Agent at least ten Business Days prior to the incurrence of such Indebtedness of a certificate of a Senior Officer of a Borrower (together with a reasonably detailed description of the subordination terms and conditions of such Indebtedness or drafts of the documentation relating thereto) certifying that such Borrower has determined in good faith that such subordination terms and conditions satisfy the foregoing requirements shall be conclusive evidence that such terms and conditions satisfy such requirement unless the Agent notifies such

Borrower within such ten Business Day period that it disagrees with such determination (including a reasonable description of the basis upon which it disagrees)

Subordination Agreement: that certain Postponement and Subordination Agreement dated as of June 14, 2011, among McJunkin Red Man Canada Ltd., an Alberta corporation, Midfield Holdings (Alberta) Ltd., an Alberta corporation, the Initial Canadian Borrower and Bank of America, as Agent and Lender.

Subsidiary: with respect to any Person shall mean and include (a) any corporation more than 50% of whose Stock of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation (irrespective of whether or not at the time Stock of any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time owned by such Person directly or indirectly through Subsidiaries and (b) any partnership, association, joint venture or other entity in which such Person directly or indirectly through Subsidiaries has more than a 50% equity interest at the time. Unless otherwise expressly provided, all references herein to a "Subsidiary" shall mean a Subsidiary of any Borrower.

Successor Borrower: as defined in Section 10.2.3(a).

Super-Majority Borrower Group Lenders: at any date of determination thereof, Lenders having Borrower Group Commitments to a Borrower Group representing more than 75% of the aggregate Borrower Group Commitments to such Borrower Group at such time; *provided, however,* that if and for so long as any such Lender shall be a Defaulting Lender, the term "Super-Majority Borrower Group Lenders" shall mean Lenders (excluding such Defaulting Lender) having Borrower Group Commitments to such Borrower Group representing more than 75% of the aggregate Borrower Group Commitments to such Borrower Group (excluding the Borrower Group Commitments of each Defaulting Lender) at such time; *provided further, however,* that if all of the Borrower Group Commitments to such Borrower Group have been terminated, the term "Super-Majority Borrower Group Lenders" shall mean Lenders to such Borrower Group holding Revolver Loans to, and (if applicable) participating interest in LC Obligations owing by, such Borrower Group representing more than 75% of the aggregate outstanding principal amount of Revolver Loans and (if applicable) LC Obligations owing by such Borrower Group at such time.

Super-Majority Lenders: at any date of determination thereof, Lenders having Borrower Group Commitments representing more than 75% of the aggregate Borrower Group Commitments at such time; *provided, however,* that for so long as any Lender shall be a Defaulting Lender, the term "Super-Majority Lenders" shall mean Lenders (excluding such Defaulting Lender) having Commitments representing more than 75% of the aggregate Commitments (excluding the Commitments of each Defaulting Lender) at such time; *provided further, however,* that if any of the Borrower Group Commitments have been terminated, the term "Super-Majority Lenders" shall be calculated using (a) in lieu of such Lender's terminated Borrower Group Commitment, the outstanding principal amount of the Revolver Loans by such Lender to, and (if applicable) participation interests in LC Obligations owing by, such Borrower Group and (b) in lieu of the aggregate Commitments under such terminated Borrower Group

Commitment, the aggregate outstanding Revolver Loans to, and (if applicable) LC Obligations owing by such Borrower Group.

Supporting Obligations: as defined in the UCC, and in any event means a Letter-of-Credit Right or secondary obligation that supports the payment or performance of an Account, Chattel Paper, Document, General Intangible, Instrument or Investment Property, including, but not limited to, securities, Investment Property, bills, notes, lien notes, judgments, chattel mortgages, mortgages, security interests, hypothecs, assignments, guarantees, suretyships, accessories, bills of exchange, negotiable instruments, invoices and all other rights, benefits and documents now or hereafter taken, vested in or held by a Person in respect of or as security for the same and the full benefit and advantage thereof, and all rights of action or claims which a Person now has or may at any time hereafter have against any other Person in respect thereof, including rights in its capacity as seller of any property or assets returned, repossessed or recovered, under an installment or conditional sale or otherwise.

Swingline Commitment: U.S. Swingline Commitment and/or Canadian Swingline Commitment, as the context requires.

Swingline Commitment Termination Date: U.S. Swingline Commitment Termination Date and/or Canadian Swingline Commitment Termination Date, as the context requires.

Swingline Lender: U.S. Swingline Lender and/or Canadian Swingline Lender, as the context requires.

Swingline Loan: a loan made pursuant to Section 2.1.8.

Taxes: all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other similar charges imposed in the nature of taxation by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

Temporary Eligibility Period: the period of sixty (60) days after the Closing Date, or such longer period as the Agent shall approve; *provided*, such period shall not exceed one hundred twenty (120) days after the Closing Date without the approval of the Required Lenders.

Termination Event: (a) the voluntary full or partial wind up of a Canadian Pension Plan that is a registered pension plan by a Canadian Facility Loan Party; (b) the institution of proceedings by any Governmental Authority to terminate in whole or in part or have a trustee appointed to administer such a plan; or (c) any other event or condition which might constitute grounds for the termination of, winding up or partial termination of winding up or the appointment of trustee to administer, any such plan.

Test Period: for any determination under this Agreement, the four consecutive fiscal quarters of MRC then last ended.

Total Canadian Borrowing Base: at any time, an amount equal to the sum of, without duplication:

(a) the book value of Canadian Eligible Accounts of all Canadian Borrowers multiplied by the advance rate of 85%, *plus*

(b) the lesser of (i) 70% of the net book value of Canadian Eligible Inventory of all Canadian Borrowers (adding back the LIFO reserve calculated in accordance with GAAP) and (ii) Net Orderly Liquidation Value of Canadian Eligible Inventory of all Canadian Borrowers (which shall be (A) net of the current monthly shrinkage reserve calculated in accordance with GAAP and (B) valued at Cost) multiplied by the advance rate of 85%, *minus*

(c) subject to Section 7.5, effective (i) immediately upon or (ii) five (5) Business Days after, in the case of Canadian Availability Reserves which would cause the aggregate amount of the Canadian Revolver Loans of all Canadian Borrowers at such time to exceed the lesser of the Canadian Revolver Commitments and the Total Canadian Borrowing Base then in effect, in each case, notification thereof to the Canadian Borrowers by the Agent, any and all Canadian Availability Reserves.

The Total Canadian Borrowing Base at any time shall be determined by reference to the most recent Borrowing Base Certificate theretofore delivered to the Agent with such adjustments as the Agent deems appropriate in its Permitted Discretion to assure that the Total Canadian Borrowing Base is calculated in accordance with the terms of this Agreement.

Total Revolver Exposure: as of any date of determination the sum of the Dollar Equivalent of the Canadian Revolver Exposure and the U.S. Revolver Exposure on such date of determination.

Transaction Expenses: any fees or expenses incurred or paid by any Borrower or any of its Subsidiaries in connection with this Agreement, the other Loan Documents and the transactions contemplated hereby and thereby.

Transfer: as defined in Section 2.1.6(b).

Transfer Date: as defined in Section 2.1.6(b).

Transferee: any actual or potential Eligible Assignee, Participant or other Person acquiring an interest in any Obligations.

Type: any type of a Loan (*i.e.*, U.S. Base Rate Loan, LIBOR Loan, Canadian BA Rate Loan, Canadian Base Rate Loan, or Canadian Prime Rate Loan) and which shall be either an Interest Period Loan or a Floating Rate Loan.

UCC: the Uniform Commercial Code as in effect in the State of New York or, when the laws of any other jurisdiction govern the creation, perfection, priority or enforcement of any Lien, the Uniform Commercial Code of such jurisdiction.

Unfunded Current Liability: of any (i) Plan shall mean the amount, if any, by which the present value of the accrued benefits under the Plan as of the close of its most recent plan year, determined in accordance with Statement of Financial Accounting Standards No. 87 as in effect

on the date hereof, based upon the actuarial assumptions that would be used by the Plan's actuary in a termination of the Plan, exceeds the fair market value of the assets allocable thereto, and (ii) Canadian Pension Plan shall mean the excess of the present value of the benefit liabilities determined on a plan termination basis in accordance with actuarial assumptions over the current value of the assets, and in any event includes any unfunded liability, solvency liability or wind up deficiency in respect of any Canadian Pension Plan.

Unrestricted Subsidiary: (a) any Subsidiary of any Borrower that is formed or acquired after the Closing Date, *provided* that at such time (or promptly thereafter) such Borrower designates such Subsidiary an Unrestricted Subsidiary in a written notice to the Agent, (b) any Restricted Subsidiary subsequently re-designated as an Unrestricted Subsidiary by the applicable Borrower in a written notice to the Agent, *provided* that in the case of (a) and (b), (x) such designation or re-designation shall be deemed to be an Investment on the date of such designation or re-designation in an Unrestricted Subsidiary in an amount equal to the sum of (i) such Borrower's direct or indirect equity ownership percentage of the net worth of such designation or re-designated Restricted Subsidiary immediately prior to such designation or re-designation (such net worth to be calculated without regard to any guarantee provided by such designated or re-designated Restricted Subsidiary) and (ii) the aggregate principal amount of any Indebtedness owed by such designated or re-designated Restricted Subsidiary to such Borrower or any other Restricted Subsidiary immediately prior to such designated or re-designation, all calculated, except as set forth in the parenthetical to clause (i), on a consolidated basis in accordance with GAAP and (y) no Default or Event of Default would result from such designation or re-designation and (c) each Subsidiary of an Unrestricted Subsidiary; *provided, however*, that at the time of any written designation or re-designation by the applicable Borrower to the Agent that any Unrestricted Subsidiary shall no longer constitute an Unrestricted Subsidiary, such Unrestricted Subsidiary shall cease to be an Unrestricted Subsidiary to the extent no Default or Event of Default would result from such designation or re-designation. On or promptly after the date of its formation, acquisition, designation or re-designation, as applicable, each Unrestricted Subsidiary (other than an Unrestricted Subsidiary that is (x) a Foreign Subsidiary, (y) any Domestic Subsidiary of a non-U.S. Subsidiary (that is a "controlled foreign corporation" within the meaning of Section 957 of the Code) or (z) any U.S. Subsidiary, substantially all of the assets of which are Stock of one or more "controlled foreign corporations" within the meaning of Section 957 of the Code) shall have entered into a tax sharing agreement containing terms that, in the reasonable judgment of the Agent, provide for an appropriate allocation of tax liabilities and benefits. An Unrestricted Subsidiary which has been re-designated as a Restricted Subsidiary may not be subsequently re-designated as an Unrestricted Subsidiary.

U.S. Assignment of Claims Act: Assignment of Claims Act of 1940, 31 U.S.C. § 3727, 41 U.S.C. § 15, as amended.

U.S. Availability: as of any date of determination, (a) the lesser of (i) the U.S. Revolver Commitments *minus* all U.S. LC Obligations as of such date of determination and (ii) the U.S. Borrowing Base as of such date of determination, *minus* (b) the principal balance of all U.S. Revolver Loans.

U.S. Availability Reserves: the sum (without duplication) of (a) the aggregate amount of the U.S. Rent Reserve, if any, established pursuant to clause (h) of the definition of U.S. Eligible Inventory; (b) the U.S. LC Reserve, (c) the U.S. Bank Product Reserve; (d) the Canadian Overadvance Loan Balance, if any, outstanding on such date; and (e) such additional reserves, in such amounts and with respect to such matters, as Agent may establish in its Permitted Discretion.

U.S. Bank Product Reserve: the aggregate amount of reserves, as established by the Agent from time to time in its Permitted Discretion and in consultation with Loan Party Agent, to reflect the reasonably anticipated liabilities in respect of the then outstanding Secured Bank Product Obligations of the U.S. Facility Loan Parties and their Subsidiaries.

U.S. Bankruptcy Code: Title 11 of the United States Code.

U.S. Base Rate: for any day, a per annum rate equal to the greater of (a) the U.S. Prime Rate for such day; (b) the Federal Funds Rate for such day, *plus* 0.50%; or (c) LIBOR for a 30 day interest period as determined on such day, *plus* 1.0%.

U.S. Base Rate Loan: any Loan that bears interest based on the U.S. Base Rate.

U.S. Borrowers: (a) the Initial U.S. Borrowers and (b) each other U.S. Subsidiary that, after the date hereof, has executed a supplement or joinder to this Agreement in accordance with Section 10.1.13(c) specifying that it wishes to be a U.S. Borrower.

U.S. Borrowing Base: at any time, an amount equal to the sum of, without duplication:

(a) the book value of U.S. Eligible Accounts multiplied by the advance rate of 85%, *plus*

(b) the lesser of (i) 70% of the net book value of U.S. Eligible Inventory (adding back the LIFO reserve calculated in accordance with GAAP) and (ii) Net Orderly Liquidation Value of U.S. Eligible Inventory (which shall be (A) net of the current monthly shrinkage reserve calculated in accordance with GAAP and (B) valued at Cost) multiplied by the advance rate of 85%, *minus*

(c) subject to Section 7.5, effective (i) immediately upon or (ii) five (5) Business Days after, in the case of U.S. Availability Reserves which would cause the aggregate amount of the U.S. Revolver Loans at such time to exceed the lesser of the U.S. Revolver Commitments and the U.S. Borrowing Base then in effect, in each case, notification thereof to the U.S. Borrowers by the Agent, any and all U.S. Availability Reserves.

The U.S. Borrowing Base at any time shall be determined by reference to the most recent Borrowing Base Certificate theretofore delivered to the Agent with such adjustments as the Agent deems appropriate in its Permitted Discretion to assure that the U.S. Borrowing Base is calculated in accordance with the terms of this Agreement.

U.S. Cash Collateral Account: a demand deposit, money market or other account established by Agent at Bank of America or such other financial institution as Agent may select in its discretion with the consent of Loan Party Agent (not to be unreasonably withheld or delayed), which account shall be for the benefit of the U.S. Facility Secured Parties and shall be subject to Agent's Liens securing the Secured Obligations; *provided* that the foregoing consent of Loan Party Agent to the selection by Agent in its discretion of a financial institution other than Bank of America shall not be required if an Event of Default has occurred and is continuing.

U.S. Domiciled Loan Party: any U.S. Borrower and each U.S. Facility Guarantor, and "U.S. Domiciled Loan Parties" means all such Persons, collectively.

U.S. Dominion Account: a special account established by the U.S. Facility Loan Parties at Bank of America or another bank acceptable to Agent, over which Agent has exclusive control for withdrawal purposes.

U.S. Eligible Accounts: at any time, the Accounts of the U.S. Borrowers at such date except any Account:

- (a) which is not subject to a duly perfected security interest in favor of the Agent;
- (b) which is subject to any Lien (including Liens permitted by Section 10.2.2) other than (i) a Lien in favor of the Agent and (ii) a Permitted Lien which does not have priority over the Lien in favor of the Agent; *provided* that, with respect to any tax Lien having such priority, eligibility of Accounts shall be reduced by the amount of such tax Lien having such priority;
- (c) (i) owing by General Electric Company with respect to which more than 150 days have elapsed since the date of the original invoice therefor (*provided*, that the aggregate amount of all Accounts eligible under this clause (i) does not exceed \$3,000,000 at any time) or (ii) owing by any other Account Debtor with respect to which more than 120 days have elapsed since the date of the original invoice therefor or which is more than 60 days past the due date for payment;
- (d) which is owing by an Account Debtor for which more than 50% of the Accounts owing from such Account Debtor and its Affiliates are ineligible pursuant to clause (c) above;
- (e) which is owing by an Account Debtor to the extent the aggregate amount of Accounts owing from such Account Debtor and its Affiliates to U.S. Borrowers exceeds 20% of the aggregate U.S. Eligible Accounts (or such higher percentage as the Agent may establish for the Account Debtor from time to time), in each case, only to the extent of such excess;
- (f) with respect to which any covenant, representation, or warranty relating to such Account contained in this Agreement has been breached or is not true in any material respect;

(g) which (i) does not arise from the sale of goods or performance of services in the Ordinary Course of Business, (ii) is not evidenced by an invoice, or other documentation satisfactory to the Agent, which has been sent to the Account Debtor, (iii) represents a progress billing, (iv) is contingent upon such U.S. Borrower's completion of any further performance, or (v) represents a sale on a bill-and-hold, guaranteed sale, sale-and-return, sale on approval, consignment which is billed prior to actual sale to the end user, cash-on-delivery or any other repurchase or return basis, except with respect to up to \$10,000,000 of such Accounts in the aggregate for the U.S. Borrowing Base and the Total Canadian Borrowing Base on a combined basis as described in this clause (v) and paragraph (g)(v) of the Canadian Eligible Accounts;

(h) for which the goods giving rise to such Account (other than Accounts described in the foregoing paragraph (g)(v)) have not been shipped to the Account Debtor or for which the services giving rise to such Account have not been performed by such U.S. Borrower;

(i) with respect to which any check or other instrument of payment has been returned uncollected for any reason;

(j) which is owed by an Account Debtor in respect of which an Insolvency Proceeding has been commenced or which is otherwise a debtor or a debtor in possession under any bankruptcy law or any other federal, state or foreign (including any province or territory) receivership, insolvency relief or other law or laws for the relief of debtors, including the U.S. Bankruptcy Code, unless the payment of Accounts from such Account Debtor is secured by assets of, or guaranteed by, in either case in a manner reasonably satisfactory to the Agent, a Person that is reasonably acceptable to the Agent or, if the Account from such Account Debtor arises subsequent to a decree or order for relief with respect to such Account Debtor under the federal bankruptcy laws, as now or hereafter in effect, the Agent shall have reasonably determined that the timely payment and collection of such Account will not be impaired;

(k) which is owed by an Account Debtor which has failed, has suspended or ceased doing business, is liquidating, dissolving or winding up its affairs or is not Solvent;

(l) which is owed by an Account Debtor which is not organized under applicable law of the U.S. or Canada, any state of the U.S. or any province or territory of Canada and does not have its principal place of business in the U.S. or Canada unless such Account is backed by a letter of credit or other credit support reasonably acceptable to the Agent and which is in the possession of the Agent;

(m) which is owed in any currency other than Dollars or Canadian Dollars;

(n) which is owed by any Governmental Authority, unless (i) the Account Debtor is the United States or any department, agency or instrumentality thereof, and the Account has been assigned to the Agent in compliance with the U.S. Assignment of Claims Act, and any other steps necessary to perfect or render opposable the Lien of the

Agent in such Account have been complied with to the Agent's reasonable satisfaction, (ii) the Account Debtor is the government of Canada or a province or territory thereof, and the Account has been assigned to the Agent in compliance with the Financial Administration Act (or similar Applicable Law of such province or territory), and any other steps necessary to perfect or render opposable the Lien of the Agent in such Account have been complied with to the Agent's reasonable satisfaction, or (iii) such Account is backed by a letter of credit reasonably acceptable to the Agent and which is in the possession of the Agent;

(o) which is owed by any Affiliate, employee, director, or officer of any Loan Party; *provided* that portfolio companies of the Sponsor that do business with a U.S. Borrower in the Ordinary Course of Business will not be treated as Affiliates for purposes of this clause (o);

(p) which is owed by an Account Debtor or any Affiliate of such Account Debtor which is the holder of Indebtedness issued or incurred by any Loan Party; *provided*, that any such Account shall only be ineligible as to that portion of such Account which is less than or equal to the amount owed by the Loan Party to such Person;

(q) which is subject to any counterclaim, deduction, defense, setoff or dispute, but only to the extent of the amount of such counterclaim, deduction, defense, setoff or dispute, unless (i) the Agent, in its Permitted Discretion, has established appropriate U.S. Availability Reserves and determines to include such Account as a U.S. Eligible Account or (ii) such Account Debtor has entered into an agreement reasonably acceptable to the Agent to waive such rights;

(r) which is evidenced by any promissory note, Chattel Paper, or instrument (in each case, other than any such items that are delivered to the Agent);

(s) which is owed by an Account Debtor located in any jurisdiction that requires, as a condition to access to the courts of such jurisdiction, that a creditor qualify to transact business, file a business activities report or other report or form, or take one or more other actions, unless such U.S. Borrower has so qualified, filed such reports or forms, or taken such actions (and, in each case, paid any required fees or other charges), except to the extent such U.S. Borrower may qualify subsequently as a foreign entity authorized to transact business in such state or jurisdiction and gain access to such courts, without incurring any cost or penalty reasonably viewed by the Agent to be material in amount, and such later qualification cures any access to such courts to enforce payment of such Account;

(t) with respect to which such U.S. Borrower has made any agreement with the Account Debtor for any reduction thereof, but only to the extent of such reduction, other than discounts and adjustments given in the Ordinary Course of Business; or

(u) which the Agent determines is ineligible in its Permitted Discretion.

Subject to Sections 14.1 and 7.5 and the definition of U.S. Borrowing Base, the Agent may modify the foregoing criteria in its Permitted Discretion.

U.S. Eligible Inventory: at any date of determination thereof, the aggregate amount of all Inventory owned by U.S. Borrowers at such date except any Inventory:

- (a) which is not subject to a duly perfected Lien in favor of the Agent;
- (b) which is subject to any Lien (including Liens permitted by Section 10.2.2) other than (i) a Lien in favor of the Agent and (ii) a Permitted Lien which does not have priority over the Lien in favor of the Agent (other than any bailee, warehouseman, landlord or similar non-consensual Liens having priority of operation of law to the extent either subclause (i) or (ii) of clauses (h) or (i) below of U.S. Eligible Inventory is satisfied with respect to the relevant Inventory); *provided* that, with respect to any tax Lien having such priority, eligibility of Inventory shall be reduced by the amount of such tax Lien having such priority;
- (c) which is, in the Agent's Permitted Discretion, slow moving, obsolete, unmerchantable, defective, unfit for sale, not salable at prices approximating at least the cost of such Inventory in the Ordinary Course of Business unacceptable due to age, type, category and/or quantity;
- (d) with respect to which any covenant, representation, or warranty contained in this Agreement has been breached or is not true in any material respect;
- (e) which does not conform in all material respects to all standards imposed by any applicable Governmental Authority (except that any standard that is qualified as to "materiality" shall have been conformed to in all respects);
- (f) which constitutes packaging and shipping material, manufacturing supplies, display items, bill-and-hold goods (other than bill-and-hold goods, the sale of which been excluded from U.S. Eligible Accounts, pursuant to clause (g)(v) of the definition thereof), returned or repossessed goods (other than goods that are undamaged and able to be resold in the Ordinary Course of Business), defective goods, goods held on consignment, goods to be returned to the such U.S. Borrower's suppliers or goods which are not of a type held for sale in the Ordinary Course of Business;
- (g) which is not located in the United States or Canada or is not at a location listed on **Schedule 8.4.1** (as updated from time to time in accordance with the provisions hereof) other than goods in transit between locations of the Loan Parties;
- (h) which is located, at any time after the Temporary Eligibility Period, in any location leased by such U.S. Borrower unless (i) the lessor has delivered to the Agent a Collateral Access Agreement or (ii) a U.S. Rent Reserve has been established by the Agent;
- (i) which is located, at any time after the Temporary Eligibility Period, in any third party warehouse or is in the possession of a bailee, processor or other Person and is

not evidenced by a Document, unless (i) such warehouseman, bailee, processor or other Person has delivered to the Agent a Collateral Access Agreement and/or such other documentation as the Agent may reasonably require or (ii) appropriate U.S. Availability Reserves have been established by the Agent in its Permitted Discretion;

(j) which is the subject of a consignment by such U.S. Borrower as consignor unless (i) a protective UCC-1 financing statement has been properly filed against the consignee (as assigned to the Agent), and (ii) there is a written agreement acknowledging that such Inventory is held on consignment, that such U.S. Borrower retains title to such Inventory, that no Lien arising by, through or under such consignee has attached or will attach to such Inventory and requiring consignee to segregate the consigned Inventory from the consignee's other personal or movable property and having other terms consistent with such U.S. Borrower's past practices for consigned Inventory;

(k) which is perishable as determined in accordance with GAAP; or

(l) which contains or bears any intellectual property rights licensed to such U.S. Borrower unless the Agent is satisfied that it may sell or otherwise dispose of such Inventory without (i) infringing the rights of such licensor in any material respect or (ii) incurring any material liability with respect to payment of royalties other than royalties incurred pursuant to sale of such Inventory under the current licensing agreement.

Subject to Sections 14.1 and 7.5 and the definition of U.S. Borrowing Base, the Agent may modify the foregoing criteria in its Permitted Discretion.

U.S. Facility Collateral: Collateral that now or hereafter secures (or is intended to secure) any of the U.S. Facility Secured Obligations.

U.S. Facility Guarantee: each guarantee agreement (including this Agreement) at any time executed by a U.S. Facility Guarantor in favor of Agent guaranteeing all or any portion of the U.S. Facility Secured Obligations.

U.S. Facility Guarantor: each U.S. Subsidiary that, after the date hereof, has executed a supplement or joinder to this Agreement in accordance with Section 10.1.13(c) specifying that it wishes to be a U.S. Facility Guarantor.

U.S. Facility Loan Party: a U.S. Borrower or a U.S. Facility Guarantor.

U.S. Facility Obligations: all Obligations of the U.S. Facility Loan Parties (including, for the avoidance of doubt, the Obligations of the U.S. Domiciled Loan Parties as guarantors of the Canadian Facility Obligations).

U.S. Facility Secured Obligations: all Secured Obligations of the U.S. Facility Loan Parties (including, for the avoidance of doubt, the Secured Obligations of the U.S. Domiciled Loan Parties as guarantors of the Canadian Facility Secured Obligations).

U.S. Facility Secured Parties: the Agent, any U.S. Fronting Bank, U.S. Lenders and Secured Bank Product Providers of Bank Products to U.S. Facility Loan Parties.

U.S. Fronting Bank: Bank of America or any Affiliate thereof that agrees to issue U.S. Letters of Credit or, if reasonably acceptable to Loan Party Agent, any other U.S. Lender or Affiliate thereof that agrees to issue U.S. Letters of Credit.

U.S. Fronting Bank Indemnitees: any U.S. Fronting Bank and its officers, directors, employees, Affiliates and agents.

U.S. LC Application: an application by Loan Party Agent on behalf of a U.S. Borrower to a U.S. Fronting Bank for issuance of a U.S. Letter of Credit, in form and substance reasonably satisfactory to such U.S. Fronting Bank.

U.S. LC Conditions: the following conditions necessary for issuance of a U.S. Letter of Credit: (a) each of the conditions set forth in Section 6 being satisfied or waived; (b) after giving effect to such issuance, total U.S. LC Obligations do not exceed the U.S. Letter of Credit Sublimit and no U.S. Overadvance exists or would result therefrom; (c) the expiration date of such U.S. Letter of Credit is (i) no more than 365 days from issuance (provided that each U.S. Letter of Credit may, upon request of the applicable U.S. Borrower, include a provision whereby such Letter of Credit shall be renewed automatically for additional consecutive periods of twelve (12) months or less (but no later than 20 Business Days prior to the Facility Termination Date), and (ii) unless the U.S. Fronting Bank and Agent otherwise consent (subject to the satisfaction of the Cash Collateral requirements set forth in Section 2.2.3), at least 20 Business Days prior to the Facility Termination Date; (d) the U.S. Letter of Credit and payments thereunder are denominated in Dollars; (e) the form of the proposed U.S. Letter of Credit is reasonably satisfactory to Agent and the applicable U.S. Fronting Bank; and (f) the proposed use of the U.S. Letter of Credit is for a lawful purpose.

U.S. LC Documents: all documents, instruments and agreements (including U.S. LC Requests and U.S. LC Applications) delivered by Loan Party Agent on behalf a U.S. Borrower or by any other Person to U.S. Fronting Bank or Agent in connection with issuance, amendment or renewal of, or payment under, any U.S. Letter of Credit.

U.S. LC Obligations: the sum (without duplication) of (a) all amounts owing by U.S. Borrowers for any drawings under U.S. Letters of Credit; (b) the stated amount of all outstanding U.S. Letters of Credit; and (c) all fees and other amounts owing with respect to U.S. Letters of Credit.

U.S. LC Request: a request for issuance of a U.S. Letter of Credit, to be provided by Loan Party Agent on behalf of a U.S. Borrower to U.S. Fronting Bank, in form reasonably satisfactory to Agent and U.S. Fronting Bank.

U.S. LC Reserve: the aggregate of all U.S. LC Obligations, other than (a) those that have been Cash Collateralized; and (b) if no Event of Default exists, those constituting charges owing to the U.S. Fronting Bank.

U.S. Lenders: Bank of America and each other Lender (other than Canadian Lenders) party hereto.

U.S. Letter of Credit: any standby or documentary letter of credit issued by U.S. Fronting Bank for the account of a U.S. Borrower, or any indemnity, guarantee, exposure transmittal memorandum or similar form of credit support issued by Agent or U.S. Fronting Bank for the benefit of a U.S. Borrower, including any Existing Letter of Credit.

U.S. Letter of Credit Sublimit: \$80,000,000.

U.S. Overadvance: as defined in Section 2.1.5.

U.S. Overadvance Loan: a U.S. Base Rate Loan made to a U.S. Borrower when a U.S. Overadvance exists or is caused by the funding thereof.

U.S. Prime Rate: the rate of interest announced by Bank of America from time to time as its prime rate. Such rate is set by Bank of America on the basis of various factors, including its costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above or below such rate. Any change in such rate announced by Bank of America shall take effect at the opening of business on the day specified in the public announcement of such change.

U.S. Protective Advances: as defined in Section 2.1.6(a).

U.S. Reimbursement Date: as defined in Section 2.2.2(a).

U.S. Rent Reserve: the aggregate of (a) all past due rent and other past due charges owing by any U.S. Borrower to any landlord or other Person who possesses any U.S. Facility Collateral or could assert a Lien on any U.S. Facility Collateral; plus (b) a reserve in an amount not to exceed rent and other charges that could be payable to any such Person for the time period used to determine the Net Orderly Liquidation Value.

U.S. Revolver Commitment Increase: as defined in Section 2.1.7(a).

U.S. Revolver Commitment: for any U.S. Lender, its obligation to make U.S. Revolver Loans and to issue U.S. Letters of Credit, in the case of any U.S. Fronting Bank, or participate in U.S. LC Obligations, in the case of the other U.S. Lenders, to the U.S. Borrowers up to the maximum principal amount, in each case, shown on **Schedule 2.1.1(a)**, or as hereafter determined pursuant to each Assignment and Acceptance to which it is a party, as such U.S. Revolver Commitment may be adjusted from time to time in accordance with the provisions of Section 2.1.4, 2.1.7 or 11.1. "U.S. Revolver Commitments" means the aggregate amount of such commitments of all U.S. Lenders.

U.S. Revolver Commitment Termination Date: the earliest of (a) the Facility Termination Date, (b) the date on which the Loan Party Agent terminates or reduces to zero the U.S. Revolver Commitments pursuant to Section 2.1.4, and (c) the date on which the U.S. Revolver Commitments are terminated pursuant to Section 11.1.

U.S. Revolver Exposure: on any date, an amount equal to the sum of the (a) U.S. Revolver Loans outstanding on such date and (b) U.S. LC Obligations on such date.

U.S. Revolver Loan: a Revolver Loan made by a U.S. Lender to a U.S. Borrower pursuant to Section 2.1.1(a), which Loan shall be denominated in Dollars and shall be either a U.S. Base Rate Loan or a LIBOR Loan, in each case as selected by Loan Party Agent, and including any U.S. Swingline Loan, U.S. Overadvance Loan or U.S. Protective Advance.

U.S. Revolver Notes: the promissory notes, if any, executed by U.S. Borrowers in favor of each U.S. Lender to evidence the U.S. Revolver Loans funded from time to time by such U.S. Lender, which shall be in the form of **Exhibit C-2** to this Agreement, together with any replacement or successor notes therefor.

U.S. Subsidiary: a Wholly-Owned Subsidiary of any U.S. Borrower that is organized under the laws of the United States, any state of the United States or the District of Columbia.

U.S. Swingline Commitment: \$75,000,000.

U.S. Swingline Commitment Termination Date: with respect to any U.S. Swingline Loan, the date that is five Business Days prior to the U.S. Revolver Commitment Termination Date.

U.S. Swingline Lender: Bank of America or an Affiliate of Bank of America.

U.S. Swingline Loan: a Swingline Loan made by the U.S. Swingline Lender to a U.S. Borrower pursuant to Section 2.1.8(a), which Swingline Loan shall be denominated in Dollars and shall be a U.S. Base Rate Loan.

Voting Stock: with respect to any Person, any class or classes of equity interests pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect at least a majority of the board of directors of such Person.

Wholly-Owned: with respect to any Person at any time, any Subsidiary, 100% of whose Stock (other than, in the case of any Foreign Subsidiary, nominal directors' qualifying shares) are at such time owned, directly or indirectly, by such Person.

1.2 Accounting Terms. Under the Loan Documents (except as otherwise specified herein), all accounting terms shall be interpreted, all accounting determinations shall be made, and all financial statements shall be prepared, in accordance with GAAP applied on a basis consistent with the most recent audited financial statements of the Loan Parties delivered to Agent before the Closing Date. In the event that any "Accounting Changes" (as defined below) shall occur and such change results in a change in the method of calculation of financial covenants, standards or terms in this Agreement, then at the Loan Party Agent's request, Agent and the Lenders shall enter into negotiations with Loan Party Agent in order to amend such provisions of this Agreement so as to reflect equitably such Accounting Changes with the desired result that the criteria for evaluating the financial condition of the Loan Parties shall be the same after such Accounting Changes as if such Accounting Changes had not been made. Until such time as such an amendment shall have been executed and delivered by the Loan Parties, the Agent and the Required Lenders, all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred. "Accounting Changes" refers to changes in accounting principles (i) required by the

promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board or the American Institute of Certified Public Accountants or, if applicable, the SEC or (ii) otherwise proposed by the Loan Party Agent to, and approved by, Agent.

1.3 Uniform Commercial Code/PPSA. As used herein, the following terms are defined in accordance with the UCC in effect in the State of New York from time to time: "Chattel Paper," "Commercial Tort Claim", "Equipment", "Instrument", "Investment Property" and, as such terms relate to any such Property of any Canadian Domiciled Loan Party, such terms shall refer to such Property as defined in the PPSA to the extent applicable. In addition, other terms relating to Collateral used and not otherwise defined herein that are defined in the UCC and/or the PPSA shall have the meanings set forth in the UCC and/or the PPSA, as applicable and as the context requires.

1.4 Certain Matters of Construction. The terms "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. In the computation of periods of time from a specified date to a later specified date, "from" means "from and including," and "to" and "until" each mean "to but excluding." The terms "including" and "include" shall mean "including, without limitation" and, for purposes of each Loan Document, the parties agree that the rule of *ejusdem generis* shall not be applicable to limit any provision. Section titles appear as a matter of convenience only and shall not affect the interpretation of any Loan Document. All references to (a) laws or statutes include all related rules, regulations, interpretations, amendments and successor provisions; (b) any reference to any Loan Document shall be deemed to include any amendments, waivers and other modifications, extensions or renewals of such Loan Document; (c) section means, unless the context otherwise requires, a section of this Agreement; (d) any exhibits or schedules mean, unless the context otherwise requires, exhibits and schedules attached hereto, which are hereby incorporated by reference; (e) any Person include successors and assigns of such Person; (f) time of day means time of day in Dallas, Texas (Central Time); or (g) discretion of the Agent, any Fronting Bank or any Lender means the sole and absolute discretion of such Person exercised in a manner consistent with its duties of good faith and fair dealing. Except as expressly otherwise provided herein, all fundings of Loans, issuances of Letters of Credit and payments of Obligations shall be in Dollars and, unless the context otherwise requires, all determinations (including calculations of Borrowing Base and financial covenants) made from time to time under the Loan Documents shall be made in light of the circumstances existing at such time. To the extent not otherwise specified herein, Borrowing Base calculations shall be consistent with historical methods of valuation and calculation, and otherwise reasonably satisfactory to Agent (and not necessarily calculated in accordance with GAAP). Loan Parties shall have the burden of establishing any alleged negligence, misconduct or lack of good faith by Agent, Fronting Bank or any Lender under any Loan Documents. No provision of any Loan Documents shall be construed against any party by reason of such party having, or being deemed to have, drafted the provision. Whenever any payment, certificate, notice or other delivery shall be stated to be due on a day other than a Business Day, the due date for such payment or delivery shall be extended to the next succeeding Business Day, and such extension of time shall in such case be included in the computation of interest or fees, as the case may be; *provided, however*, that if such extension would cause payment of interest on or principal of any LIBOR Loan to be made in the next calendar month, such payment shall be made on the immediately preceding Business Day.

1.5 Interpretation (Quebec). For purposes of any Collateral located in the Province of Quebec or charged by any deed of hypothec (or any other Loan Document) and for all other purposes pursuant to which the interpretation or construction of a Loan Document may be subject to the laws of the Province of Quebec or a court or tribunal exercising jurisdiction in the Province of Québec, (a) “personal property” shall be deemed to include “movable property”, (b) “real property” shall be deemed to include “immovable property”, (c) “tangible property” shall be deemed to include “corporeal property”, (d) “intangible property” shall be deemed to include “incorporeal property”, (e) “security interest”, “mortgage” and “lien” shall be deemed to include a “hypothec”, “prior claim” and a “resolutive clause”, (f) all references to filing, registering or recording under the UCC or the PPSA shall be deemed to include publication under the Civil Code, (g) all references to “perfection” of or “perfected” Liens shall be deemed to include a reference to an “opposable” or “set up” Liens as against third parties, (h) any “right of offset”, “right of setoff” or similar expression shall be deemed to include a “right of compensation”, (i) “goods” shall be deemed to include “corporeal movable property” other than chattel paper, documents of title, instruments, money and securities, (j) an “agent” shall be deemed to include a “mandatary”, (k) “construction liens” shall be deemed to include “legal hypothecs”, (l) “joint and several” shall be deemed to include “solidary”, (m) “gross negligence or willful misconduct” shall be deemed to be “intentional or gross fault”, (n) “beneficial ownership” shall be deemed to include “ownership on behalf of another as mandatary”, (o) “servitude” shall be deemed to include “easement”, (p) “priority” shall be deemed to include “prior claim”, (q) “survey” shall be deemed to include “certificate of location and plan”, and (r) “fee simple title” shall be deemed to include “absolute ownership”. The parties hereto confirm that it is their wish that this Agreement and any other document executed in connection with the transactions contemplated herein be drawn up in the English language only and that all other documents contemplated thereunder or relating thereto, including notices, may also be drawn up in the English language only. *Les parties aux présentes confirment que c'est leur volonté que cette convention et les autres documents de crédit soient rédigés en langue anglaise seulement et que tous les documents, y compris tous avis, envisagés par cette convention et les autres documents peuvent être rédigés en la langue anglaise seulement.*

SECTION 2. CREDIT FACILITIES

2.1 Commitment

2.1.1 Revolver Loans

(a) **U.S. Revolver Loans to U.S. Borrowers.** Each U.S. Lender agrees, severally and not jointly with the other U.S. Lenders, upon the terms and subject to the conditions set forth herein, to make U.S. Revolver Loans to any of the U.S. Borrowers on any Business Day during the period from the Closing Date to the U.S. Revolver Commitment Termination Date, not to exceed in aggregate principal amount outstanding at any time, together with such U.S. Lender's portion of the U.S. LC Obligations, such U.S. Lender's U.S. Revolver Commitment at such time, which U.S. Revolver Loans may be repaid and reborrowed in accordance with the provisions of this Agreement; *provided, however*, that such U.S. Lenders shall have no obligation to U.S. Borrowers whatsoever to honor any request for a U.S. Revolver Loan on or after the U.S. Revolver Commitment Termination Date or if the amount of the proposed U.S. Revolver Loan exceeds U.S. Availability on the proposed funding date for such

U.S. Revolver Loan. Each Borrowing of U.S. Revolver Loans shall be funded by U.S. Lenders on a Pro Rata basis. The U.S. Revolver Loans shall bear interest as set forth in Section 3.1. Each U.S. Revolver Loan shall, at the option of the Loan Party Agent, be made or continued as, or converted into, part of one or more Borrowings that, unless specifically provided herein, shall consist entirely of U.S. Base Rate Loans or LIBOR Loans. The U.S. Revolver Loans shall be repaid in accordance with the terms of this Agreement and shall be secured by all of the U.S. Facility Collateral. U.S. Borrowers shall be jointly and severally liable to pay all of the U.S. Revolver Loans. Each U.S. Revolver Loan shall be funded and repaid in Dollars.

(b) Canadian Revolver Loans to Canadian Borrowers. Each Canadian Lender agrees, severally and not jointly with the other Canadian Lenders, upon the terms and subject to the conditions set forth herein, to make Canadian Revolver Loans to any of the Canadian Borrowers on any Business Day during the period from the Closing Date to the Canadian Revolver Commitment Termination Date, not to exceed in aggregate principal amount outstanding at any time, together with such Canadian Lender's portion of the Canadian LC Obligations, such Canadian Lender's Canadian Revolver Commitment at such time, which Canadian Revolver Loans may be repaid and reborrowed in accordance with the provisions of this Agreement; *provided, however*, that Canadian Lenders shall have no obligation to the Canadian Borrowers whatsoever to honor any request for a Canadian Revolver Loan on or after the Canadian Revolver Commitment Termination Date or if the amount of the proposed Canadian Revolver Loan exceeds Canadian Availability on the proposed funding date for such Canadian Revolver Loan or, in the case of any Canadian Borrower, the limit contained in Section 2.3. Each Borrowing of Canadian Revolver Loans shall be funded by Canadian Lenders on a Pro Rata basis. The Canadian Revolver Loans shall bear interest as set forth in Section 3.1. Each Canadian Revolver Loan shall, at the option of the Initial Canadian Borrower, be made or continued as, or converted into, part of one or more Borrowings that, unless specifically provided herein, shall consist entirely of Canadian Prime Rate Loans or Canadian BA Rate Loans if denominated in Canadian Dollars, or Canadian Base Rate Loans or LIBOR Loans if denominated in Dollars. The Canadian Revolver Loans shall be repaid in accordance with the terms of this Agreement and shall be secured by all of the Canadian Facility Collateral. Each Canadian Revolver Loan shall be funded in Canadian Dollars or, at the option of the Initial Canadian Borrower, Dollars and repaid in the same currency as the underlying Canadian Revolver Loan was made.

(c) Cap on Total Revolver Exposure. Notwithstanding anything to the contrary contained in this Section 2.1.1, in no event shall any Borrower be entitled to receive a Revolver Loan if at the time of the proposed funding of such Loan (and after giving effect thereto and all pending requests for Loans), the Total Revolver Exposure exceeds (or would exceed) the lesser of the (a) the Maximum Facility Amount and (b) the Commitments.

2.1.2 Revolver Notes. The Revolver Loans made by each Lender and interest accruing thereon shall be evidenced by the records of the Agent and such Lender. At the request of any Lender, the Borrowers within the Borrower Group to which such Lender has extended Commitments shall deliver a Revolver Note to such Lender in the amount of such Lender's aggregate U.S. Revolver Commitment or Canadian Revolver Commitment, as applicable.

2.1.3 Use of Proceeds. The proceeds of Loans shall be used by Borrowers solely to (a) refinance MRC's Indebtedness under the Existing U.S. Credit Agreement, (b) to refinance the Initial Canadian Borrower's Indebtedness under the Existing Canadian Credit Agreement and the ATB Financial Debt, (c) to issue Letters of Credit, (d) to finance ongoing working capital needs and (e) for other general corporate purposes of the Borrowers and their Subsidiaries, including to fund permitted distributions.

2.1.4 Reduction or Termination of Commitments.

(a) The Canadian Revolver Commitments shall terminate on the Canadian Revolver Commitment Termination Date and the U.S. Revolver Commitments shall terminate on the U.S. Revolver Commitment Termination Date, in each case, unless sooner terminated in accordance with this Agreement. The Swingline Commitment shall terminate at 5:00 p.m. on the Swingline Commitment Termination Date. Upon at least 30 days' prior written notice to the Agent from the Loan Party Agent, (i) U.S. Borrowers may, at their option, terminate the U.S. Revolver Commitments and/or (ii) the Canadian Borrowers may, at their option, terminate the Canadian Revolver Commitments, in each case, without premium or penalty (other than funding losses payable pursuant to Section 3.9). If the U.S. Borrowers elect to reduce to zero or terminate the U.S. Revolver Commitments pursuant to the previous sentence, the Canadian Revolver Commitments shall automatically terminate concurrently with the termination of the U.S. Revolver Commitments. Any notice of termination given by the Borrowers pursuant to this Section 2.1.4 shall be irrevocable; *provided, however*, that notice may be contingent on the occurrence of a financing or refinancing or the consummation of a sale, transfer, lease or other disposition of assets or the occurrence of a Change of Control and may be revoked or the termination date deferred if the financing or refinancing or sale, transfer, lease or other disposition of assets or Change of Control does not occur. On the Canadian Revolver Commitment Termination Date, the Canadian Facility Loan Parties shall make Full Payment of all Canadian Facility Obligations. On the U.S. Revolver Commitment Termination Date, the U.S. Facility Loan Parties shall make Full Payment of all U.S. Facility Obligations.

(b) So long as no Default or Event of Default then exists or would result therefrom and after giving effect thereto, the Loan Party Agent may permanently and irrevocably reduce the Maximum Facility Amount by giving the Agent at least 10 Business Days' prior irrevocable written notice thereof (or such lesser time as Agent may consent to) from a Senior Officer of the Loan Party Agent, which notice shall (1) specify the date (which shall be a Business Day) and amount of such reduction (which shall, in the case of the Maximum U.S. Facility Amount, be in a minimum amount of \$10,000,000 and increments of \$10,000,000 in excess thereof and, in the case of the Maximum Canadian Facility Amount, be in a minimum amount of Cdn\$1,000,000 and increments of Cdn\$1,000,000 in excess thereof), and (2) specify the allocation of such reduction to, and the corresponding reductions of, each of the Maximum Canadian Facility Amount and/or the Maximum U.S. Facility Amount (and the respective Canadian Revolver Commitments and the U.S. Revolver Commitments in respect thereof, each of which shall be allocated to the Lenders among the Borrower Groups on a Pro Rata basis at the time of such reduction). Without limiting the foregoing, (i) each reduction in the Maximum U.S. Facility Amount shall in no event exceed U.S. Availability, and (ii) each reduction in the Maximum Canadian Facility Amount shall in no event exceed Canadian Availability.

2.1.5 Overadvances. If at any time (i) the aggregate principal balance of all Canadian Revolver Loans owing by a Canadian Borrower exceeds the Canadian Borrowing Base of such Canadian Borrower (a "Canadian Overadvance") or (ii) the aggregate principal balance of all U.S. Revolver Loans exceeds the U.S. Borrowing Base (a "U.S. Overadvance"), the excess amount shall, subject to Section 5.2, be payable by the Applicable Canadian Borrower or the U.S. Borrowers, as applicable **on demand** by Agent. Agent may require Applicable Lenders to honor requests for Overadvance Loans and to forbear from requiring the applicable Borrower(s) to cure an Overadvance, (a) when no other Event of Default is known to Agent, as long as (i) such Overadvance does not continue for more than 30 consecutive days (and no Overadvance may exist for at least five consecutive days thereafter before further Overadvance Loans are required), (ii) such Overadvance is not known by Agent to exceed ten percent (10%) of the Total Canadian Borrowing Base, with respect to all Canadian Borrowers, or ten percent (10%) of the U.S. Borrowing Base, with respect to U.S. Borrowers and (iii) the aggregate amount of the Overadvances existing at any time, together with the Protective Advances outstanding at any time pursuant to Section 2.1.6 below, do not exceed fifteen percent (15%) of the Commitments then in effect; and (b) regardless of whether an Event of Default exists, if Agent discovers an Overadvance not previously known by it to exist, as long as from the date of such discovery the Overadvance does not continue for more than 30 consecutive days. In no event shall Overadvance Loans be required that would cause (i) the Canadian Revolver Exposure to exceed the aggregate Canadian Revolver Commitments or (ii) the U.S. Revolver Exposure to exceed the aggregate U.S. Revolver Commitments. All Canadian Overadvance Loans shall constitute Canadian Facility Obligations secured by the Canadian Facility Collateral and shall be entitled to all benefits of the Loan Documents. All U.S. Overadvance Loans shall constitute U.S. Facility Obligations secured by the U.S. Facility Collateral and shall be entitled to all benefits of the Loan Documents. Required Borrower Group Lenders may at any time revoke Agent's authority to make further Overadvance Loans to the Borrower or Borrowers of the applicable Borrower Group by written notice to the Agent. Any funding of an Overadvance Loan or sufferance of an Overadvance shall not constitute a waiver by Agent or Lenders of the Event of Default caused thereby. In no event shall any Borrower or other Loan Party be deemed a beneficiary of this Section 2.1.5 nor authorized to enforce any of its terms.

2.1.6 Protective Advances.

(a) The Agent shall be authorized by each Borrower and the Applicable Lenders, from time to time in the Agent's sole discretion (but shall have absolutely no obligation to), to make U.S. Base Rate Loans to the U.S. Borrowers on behalf of the U.S. Lenders (any of such Loans are herein referred to as "U.S. Protective Advances") and Canadian Base Rate Loans or Canadian Prime Rate Loans to any Canadian Borrower on behalf of the Canadian Lenders (any of such Loans are herein referred to as "Canadian Protective Advances") which the Agent, in its Permitted Discretion, deems necessary or desirable to (i) preserve or protect Collateral or any portion thereof or (ii) to enhance the likelihood of, or maximize the amount of, repayment of the Loans and other Obligations; *provided* that no U.S. Protective Advance shall cause the aggregate amount of the U.S. Revolver Exposure at such time to exceed the Borrower Group Commitment then in effect, and no Canadian Protective Advance shall cause the aggregate amount of the Canadian Revolver Exposure at such time to exceed the Borrower Group Commitment (or any Applicable Canadian Borrower Commitment) then in effect; *provided further* that, the aggregate amount of U.S. Protective Advances and Canadian Protective

Advances outstanding at any time pursuant to clauses (i) and (ii) above shall not exceed seven and a half percent (7.5%) of the Commitments then in effect; *provided further* that, the aggregate amount of U.S. Protective Advances and Canadian Protective Advances outstanding at any time pursuant to clauses (i) and (ii) above, together with the Overadvances existing at any time pursuant to Section 2.1.5 above, shall not exceed fifteen percent (15%) of the Commitments then in effect. Protective Advances may be made even if the conditions set forth in Section 6 have not been satisfied. Each Applicable Lender shall participate in each Protective Advance on a Pro Rata basis. Required Borrower Group Lenders may at any time revoke Agent's authority to make further Protective Advances to the Borrower or Borrowers of the applicable Borrower Group by written notice to the Agent. Absent such revocation, the Agent's determination that funding of a Protective Advance is appropriate shall be conclusive. All U.S. Protective Advances made by the Agent with respect to U.S. Facility Loan Parties shall be U.S. Facility Obligations, secured by the U.S. Facility Collateral and shall be treated for all purposes as U.S. Base Rate Loans; and all Canadian Protective Advances made by the Agent with respect to Canadian Facility Loan Parties shall be Canadian Facility Obligations, secured by the Canadian Facility Collateral and, if denominated in Canadian dollars, shall be treated for all purposes as a Canadian Prime Rate Loan and, if denominated in Dollars, shall be treated for all purposes as a Canadian Base Rate Loan. At any time that there is sufficient Excess Availability and the conditions precedent set forth in Section 6 have been satisfied, the Agent may request the Applicable Lenders to make a U.S. Revolver Loan or a Canadian Revolver Loan, as applicable, to repay a Protective Advance. At any other time, the Agent may require the Applicable Lenders to fund their risk participations described in Section 2.1.6(b).

(b) Upon the making of a Protective Advance by the Agent (whether before or after the occurrence of a Default or Event of Default), each Lender shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably purchased from the Agent without recourse or warranty, an undivided interest and participation in such Protective Advance in proportion to its Pro Rata share of such Protective Advance. Each Lender shall transfer (a "Transfer") the amount of such Lender's Pro Rata share of the outstanding principal amount of the applicable Protective Advance with respect to such purchased interest and participation promptly when requested to the Agent, to such account of the Agent as the Agent may designate, but in any case not later than 3:00 p.m. on the Business Day notified (if notice is provided by the Agent prior to 12:00 p.m. and otherwise on the immediately following Business Day (the "Transfer Date"). Transfers may occur during the existence of a Default or Event of Default and whether or not the applicable conditions precedent set forth in Section 6 have then been satisfied. Such amounts transferred to the Agent shall be applied against the amount of the Protective Advance and, together with Lender's Pro Rata share of such Protective Advance, shall constitute Loans of such Lenders, respectively. If any such amount is not transferred to the Agent by any Lender on such Transfer Date, the Agent shall be entitled to recover such amount on demand from such Lender together with interest thereon as specified in Section 3.1. From and after the date, if any, on which any Lender is required to fund, and funds, its participation in any Protective Advance purchased hereunder, the Agent shall promptly distribute to such Lender, such Lender's Pro Rata share of all payments of principal and interest and all proceeds of Collateral received by the Agent in respect of such Protective Advance.

2.1.7 Increase in Revolver Commitments.

(a) (i) The Loan Party Agent may by written notice to the Agent elect to increase the Maximum Canadian Facility Amount then in effect (a “Canadian Revolver Commitment Increase”) and (ii) the Loan Party Agent may by written notice to the Agent elect to increase the Maximum U.S. Facility Amount then in effect (a “U.S. Revolver Commitment Increase”) and together with the Canadian Revolver Commitment Increase, the “Revolver Commitment Increases” and each, a “Revolver Commitment Increase”), in each case, by increasing the Commitment of an Applicable Lender or by causing a Person reasonably acceptable to the Agent that at such time is not a Lender to become a Lender (an “Additional Lender”). Each such notice shall specify the proposed date (each, an “Increase Date”) for the effectiveness of the Revolver Commitment Increase, which date shall be not less than ten Business Days after the date on which such notice is delivered to Agent. Any increase in the Maximum Canadian Facility Amount or the Maximum U.S. Facility Amount shall be subject to the following additional conditions: (i) no Default or Event of Default shall have occurred and be continuing as of the date of such notice or both immediately before and after giving effect thereto as of the Increase Date; (ii) no Lender shall be obligated or have a right to participate in the Revolver Commitment Increase by increasing its Commitment; (iii) the Revolver Commitment Increase, to the extent arising from the admission of an Additional Lender, shall be effected pursuant to one or more joinder agreements executed and delivered by the Borrowers and the Agent, and each of which shall be in form and substance reasonably satisfactory to the Agent; (iv) the Loan Party Agent shall deliver or cause to be delivered any officers’ certificates, board resolutions, legal opinions or other documents reasonably requested by Agent in connection with the Revolver Commitment Increase; (v) the Borrowers shall pay all reasonable and documented fees and expenses in connection with the Revolver Commitment Increase, including payments required pursuant to Section 3.9 in connection with the Revolver Commitment Increase; (vi) such increase shall be in a minimum amount of \$25,000,000 or, in the case of the Canadian Revolver Commitments, in a minimum amount of Cdn\$25,000,000; and (vii) the Agent shall have received a certification from a Senior Officer of the Loan Party Agent, or other evidence reasonably satisfactory to the Agent, that such increase is permitted under the Senior Secured Notes Indenture. Any Revolver Commitment Increase shall concurrently increase, as applicable, (1) the U.S. Revolver Commitments then in effect Pro Rata among the U.S. Lenders (including any Additional Lenders who become U.S. Lenders as a result of such Revolver Commitment Increase) and (2) the Canadian Revolver Commitments then in effect Pro Rata among the Canadian Lenders (including any Additional Lenders who become Canadian Lenders as a result of such Revolver Commitment Increase). After giving effect to any Canadian Revolver Commitment Increase, the Canadian Revolver Commitment of each Canadian Lender (and the percentage of each Canadian Revolver Loan that each Participant must purchase a Canadian Revolver Loan participation in) shall be equal to such Canadian Lender’s (or Participant’s) Pro Rata share of the amount of the increased Canadian Revolver Commitments. After giving effect to any U.S. Revolver Commitment Increase, the U.S. Revolver Commitment of each U.S. Lender (and the percentage of each U.S. Revolver Loan that each Participant must purchase a U.S. Revolver Loan participation in) shall be equal to such U.S. Lender’s (or Participant’s) Pro Rata share of the amount of the increased U.S. Revolver Commitments. Notwithstanding the foregoing, in no event shall the aggregate amount of all Revolver Commitment Increases made under this Section 2.1.7 exceed \$250,000,000, including the Dollar Equivalent of Canadian Revolver Commitment Increases.

(b) The Agent shall promptly inform the Lenders of any request for a Revolver Commitment Increase made by the Loan Party Agent. If the conditions set forth in clause (a) above are not satisfied on the applicable Increase Date (or, to the extent such conditions relate to an earlier date, such earlier date), the Agent shall notify the Loan Party Agent in writing that the requested Revolver Commitment Increase will not be effectuated. On each Increase Date, the Agent shall notify the Lenders and the Loan Party Agent, on or before 3:00 p.m., by telecopier, e-mail or telex, of the occurrence of the Revolver Commitment Increase to be effected on such Increase Date, the amount of Revolver Loans held by each Lender as a result thereof, the amount of the U.S. Revolver Commitment of each U.S. Lender (and the percentage of each U.S. Revolver Loan, if any, that each Participant must purchase a participation interest in) and the amount of the Canadian Revolver Commitment of each Canadian Lender (and the percentage of each Canadian Revolver Loan, if any, that each Participant must purchase a participation interest in) as a result thereof.

2.1.8 Swingline Loans

(a) U.S. Swingline Loans to U.S. Borrowers. The U.S. Swingline Lender shall make U.S. Swingline Loans to any of the U.S. Borrowers on any Business Day during the period from the Closing Date to the U.S. Swingline Commitment Termination Date, not to exceed the U.S. Swingline Commitment in aggregate principal amount outstanding at any time, which U.S. Swingline Loans may be repaid and reborrowed in accordance with the provisions of this Agreement; *provided, however*, that the U.S. Swingline Lender shall not honor any request for a U.S. Swingline Loan on or after the U.S. Swingline Commitment Termination Date or if the amount of the proposed U.S. Swingline Loan exceeds U.S. Availability on the proposed funding date for such U.S. Swingline Loan. The U.S. Swingline Loans shall be U.S. Base Rate Loans and bear interest as set forth in Section 3.1. Each U.S. Swingline Loan shall constitute a Revolver Loan for all purposes except that payments thereon shall be made to the U.S. Swingline Lender for its own account. The U.S. Swingline Loans shall be repaid in accordance with the terms of this Agreement and shall be secured by all of the U.S. Facility Collateral. The U.S. Borrowers shall be jointly and severally liable to pay all of the U.S. Swingline Loans. Each U.S. Swingline Loan shall be funded and repaid in Dollars.

(b) Canadian Swingline Loans to Canadian Borrowers. The Canadian Swingline Lender shall make Canadian Swingline Loans to any of the Canadian Borrowers on any Business Day during the period from the Closing Date to the Canadian Swingline Commitment Termination Date, not to exceed the Canadian Swingline Commitment in aggregate principal amount outstanding at any time, which Canadian Swingline Loans may be repaid and reborrowed in accordance with the provisions of this Agreement; *provided, however*, that the Canadian Swingline Lender shall not honor any request for a Canadian Swingline Loan on or after the Canadian Swingline Commitment Termination Date, if the amount of the proposed Canadian Swingline Loan exceeds Canadian Availability of the Applicable Canadian Borrower on the proposed funding date for such Canadian Swingline Loan or if the requirements of Section 2.3 are not satisfied. The Canadian Swingline Loans shall be Canadian Prime Rate Loans if denominated in Canadian Dollars and Canadian Base Rate Loans if denominated in Dollars and bear interest as set forth in Section 3.1. Each Canadian Swingline Loan shall constitute a Revolver Loan for all purposes except that payments thereon shall be made to the Canadian Swingline Lender for its own account. The Canadian Swingline Loans shall be repaid

in accordance with the terms of this Agreement and shall be secured by all of the Canadian Facility Collateral. Each Canadian Swingline Loan shall be funded in Canadian Dollars or, at the option of the Initial Canadian Borrower, Dollars and repaid in the same currency as the underlying Canadian Swingline Loan was made.

(c) The Swingline Loans made by each Swingline Lender and interest accruing thereon shall be evidenced by the records of the Agent and such Swingline Lender and need not be evidenced by any promissory note.

2.2 Letter of Credit Facilities

2.2.1 Issuance of U.S. Letters of Credit. U.S. Fronting Bank agrees to issue U.S. Letters of Credit for the account of any U.S. Borrower or its U.S. Subsidiaries that are Restricted Subsidiaries (*provided* that a U.S. Borrower shall be a co-applicant, and jointly and severally liable with respect to, any U.S. Letter of Credit issued for the account of a Restricted Subsidiary) from time to time until the Facility Termination Date (or until the U.S. Revolver Commitment Termination Date, if earlier), on the terms set forth herein, including the following:

(a) Each U.S. Borrower acknowledges that U.S. Fronting Bank's willingness to issue any U.S. Letter of Credit is conditioned upon U.S. Fronting Bank's receipt of a U.S. LC Application with respect to the requested U.S. Letter of Credit, as well as such other instruments and agreements as U.S. Fronting Bank may customarily require for issuance of a letter of credit of similar type and amount. U.S. Fronting Bank shall have no obligation to issue any U.S. Letter of Credit unless (i) U.S. Fronting Bank receives a U.S. LC Request and U.S. LC Application at least three Business Days prior to the requested date of issuance; (ii) each U.S. LC Condition is satisfied; and (iii) if a Defaulting Lender that is a U.S. Lender exists, U.S. Borrowers have entered into arrangements reasonably satisfactory to Agent and U.S. Fronting Bank to eliminate any funding risk associated with such Defaulting Lender. If U.S. Fronting Bank receives written notice from a U.S. Lender at least three Business Days before issuance of a U.S. Letter of Credit that any U.S. LC Condition has not been satisfied, U.S. Fronting Bank shall have no obligation to issue the requested U.S. Letter of Credit (or any other) until such notice is withdrawn in writing by the Required Lenders or until the Required Lenders have waived such condition in accordance with this Agreement. Prior to receipt of any such notice, U.S. Fronting Bank shall not be deemed to have knowledge of any failure of U.S. LC Conditions. All Existing Letters of Credit shall be deemed to have been issued pursuant hereto, and from and after the Closing Date shall be subject to and governed by the terms and conditions hereof.

(b) The renewal or extension of any U.S. Letter of Credit shall be treated as the issuance of a new U.S. Letter of Credit, except that delivery of a new U.S. LC Application shall be required at the discretion of U.S. Fronting Bank. No U.S. Fronting Bank shall renew or extend any U.S. Letter of Credit if it receives written notice from the Agent or the Required Lenders of the existence of a Default or Event of Default.

(c) U.S. Borrowers assume all risks of the acts, omissions or misuses of any U.S. Letter of Credit by the beneficiary. In connection with issuance of any U.S. Letter of

Credit, none of Agent, U.S. Fronting Bank or any Lender shall be responsible for the existence, character, quality, quantity, condition, packing, value or delivery of any goods purported to be represented by any Documents; any differences or variation in the character, quality, quantity, condition, packing, value or delivery of any goods from that expressed in any Documents; the form, validity, sufficiency, accuracy, genuineness or legal effect of any Documents or of any endorsements thereon; the time, place, manner or order in which shipment of goods is made; partial or incomplete shipment of, or failure to ship, any goods referred to in a U.S. Letter of Credit or Documents; any deviation from instructions, delay, default or fraud by any shipper or other Person in connection with any goods, shipment or delivery; any breach of contract between a shipper or vendor and a U.S. Borrower; errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telegraph, telex, telecopy, e-mail, telephone or otherwise; errors in interpretation of technical terms; the misapplication by a beneficiary of any U.S. Letter of Credit or the proceeds thereof; or any consequences arising from causes beyond the control of U.S. Fronting Bank, Agent or any U.S. Lender, including any act or omission of a Governmental Authority. The rights and remedies of U.S. Fronting Bank under the Loan Documents shall be cumulative. U.S. Fronting Bank shall be fully subrogated to the rights and remedies of each beneficiary whose claims against Borrowers are discharged with proceeds of any U.S. Letter of Credit.

(d) In connection with its administration of and enforcement of rights or remedies under any U.S. Letters of Credit or U.S. LC Documents, U.S. Fronting Bank shall be entitled to act, and shall be fully protected in acting, upon any certification, documentation or communication in whatever form believed by U.S. Fronting Bank, in good faith, to be genuine and correct and to have been signed, sent or made by a proper Person. U.S. Fronting Bank may consult with and employ legal counsel, accountants and other experts to advise it concerning its obligations, rights and remedies, and shall be entitled to act upon, and shall be fully protected in any action taken in good faith reliance upon, any advice given by such experts. U.S. Fronting Bank may employ agents and attorneys-in-fact in connection with any matter relating to U.S. Letters of Credit or U.S. LC Documents, and shall not be liable for the negligence or misconduct of agents and attorneys-in-fact selected with reasonable care.

2.2.2 U.S. Reimbursement; U.S. Participations

(a) If U.S. Fronting Bank honors any request for payment under a U.S. Letter of Credit, U.S. Borrowers shall pay to U.S. Fronting Bank, on the same day ("U.S. Reimbursement Date"), the amount paid by U.S. Fronting Bank under such U.S. Letter of Credit, together with interest at the interest rate for U.S. Base Rate Loans from the U.S. Reimbursement Date until payment by U.S. Borrowers. The obligation of U.S. Borrowers to reimburse U.S. Fronting Bank for any payment made under a U.S. Letter of Credit shall be absolute, unconditional, irrevocable, and joint and several, and shall be paid without regard to any lack of validity or enforceability of any U.S. Letter of Credit or the existence of any claim, setoff, defense or other right that U.S. Borrowers or Loan Parties may have at any time against the beneficiary. Whether or not Loan Party Agent submits a Notice of Borrowing, U.S. Borrowers shall be deemed to have requested a Borrowing of U.S. Base Rate Loans in an amount necessary to pay all amounts due U.S. Fronting Bank on any U.S. Reimbursement Date and each U.S. Lender agrees to fund its Pro Rata share of such Borrowing whether or not the Commitments

have terminated, an Overadvance exists or is created thereby, or the conditions in Section 6 are satisfied.

(b) Upon issuance of a U.S. Letter of Credit, each U.S. Lender shall be deemed to have irrevocably and unconditionally purchased from U.S. Fronting Bank, without recourse or warranty, an undivided Pro Rata interest and participation in all U.S. LC Obligations relating to the U.S. Letter of Credit. If U.S. Fronting Bank makes any payment under a U.S. Letter of Credit and U.S. Borrowers do not reimburse such payment on the U.S. Reimbursement Date, Agent shall promptly notify U.S. Lenders and each U.S. Lender shall promptly (within one Business Day) and unconditionally pay to Agent, for the benefit of U.S. Fronting Bank, the U.S. Lender's Pro Rata share of such payment. Upon request by a U.S. Lender, U.S. Fronting Bank shall furnish copies of any U.S. Letters of Credit and U.S. LC Documents in its possession at such time.

(c) The obligation of each U.S. Lender to make payments to Agent for the account of U.S. Fronting Bank in connection with U.S. Fronting Bank's payment under a U.S. Letter of Credit shall be absolute, unconditional and irrevocable, not subject to any counterclaim, setoff, qualification or exception whatsoever, and shall be made in accordance with this Agreement under all circumstances, irrespective of any lack of validity or unenforceability of any Loan Documents; any draft, certificate or other document presented under a U.S. Letter of Credit having been determined to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or the existence of any setoff or defense that any Loan Party may have with respect to any Obligations. U.S. Fronting Bank does not assume any responsibility for any failure or delay in performance or any breach by any U.S. Borrower or other Person of any obligations under any U.S. LC Documents. U.S. Fronting Bank does not make any express or implied warranty, representation or guarantee to U.S. Lenders with respect to the U.S. Facility Collateral, U.S. LC Documents or any U.S. Facility Loan Party. U.S. Fronting Bank shall not be responsible to any U.S. Lender for any recitals, statements, information, representations or warranties contained in, or for the execution, validity, genuineness, effectiveness or enforceability of any U.S. LC Documents; the validity, genuineness, enforceability, collectability, value or sufficiency of any U.S. Facility Collateral or the perfection of any Lien therein; or the assets, liabilities, financial condition, results of operations, business, creditworthiness or legal status of any U.S. Facility Loan Party.

(d) No U.S. Fronting Bank Indemnitee shall be liable to any Loan Party or other Person for any action taken or omitted to be taken in connection with any U.S. LC Documents except as a result of the U.S. Fronting Bank's actual gross negligence, willful misconduct or bad faith, as determined by a final, nonappealable judgment of a court of competent jurisdiction. U.S. Fronting Bank shall not have any liability to any Lender if U.S. Fronting Bank refrains from any action under any U.S. Letter of Credit or U.S. LC Documents until it receives written instructions from Required Borrower Group Lenders of the Borrower Group consisting of the U.S. Borrowers.

2.2.3 U.S. Cash Collateral. If any U.S. LC Obligations, whether or not then due or payable, shall for any reason be outstanding at any time (a) that an Event of Default exists, (b) that a U.S. Overadvance exists, (c) after the U.S. Revolver Commitment Termination Date, or (d) within five Business Days prior to the Facility Termination Date, then U.S.

Borrowers shall, within one Business Day of U.S. Fronting Bank's or Agent's request, Cash Collateralize the stated amount of all outstanding U.S. Letters of Credit and pay to U.S. Fronting Bank the amount of all other U.S. LC Obligations. U.S. Borrowers shall, within one Business Day of demand by U.S. Fronting Bank or Agent from time to time, Cash Collateralize the U.S. LC Obligations of any Defaulting Lender that is a U.S. Lender. If U.S. Borrowers fail to provide any Cash Collateral as required hereunder, Lenders may (and shall upon direction of Agent) advance, as U.S. Revolver Loans, the amount of the Cash Collateral required (whether or not the U.S. Revolver Commitments have terminated, any U.S. Overadvance exists or would result therefrom or the conditions in Section 6 are satisfied).

2.2.4 Issuance of Canadian Letters of Credit. Canadian Fronting Bank agrees to issue Canadian Letters of Credit for the account of any Canadian Borrower from time to time until the Facility Termination Date (or until the Canadian Revolver Commitment Termination Date, if earlier), on the terms set forth herein, including the following:

(a) Each Canadian Borrower acknowledges that Canadian Fronting Bank's willingness to issue any Canadian Letter of Credit is conditioned upon Canadian Fronting Bank's receipt of a Canadian LC Application with respect to the requested Canadian Letter of Credit, as well as such other instruments and agreements as Canadian Fronting Bank may customarily require for issuance of a letter of credit of similar type and amount. Canadian Fronting Bank shall have no obligation to issue any Canadian Letter of Credit unless (i) Canadian Fronting Bank receives a Canadian LC Request and Canadian LC Application at least three Business Days prior to the requested date of issuance; (ii) each Canadian LC Condition is satisfied; and (iii) if a Defaulting Lender that is a Canadian Lender exists, such Lender or Canadian Borrowers have entered into arrangements reasonably satisfactory to Agent and Canadian Fronting Bank to eliminate any funding risk associated with such Defaulting Lender. If Canadian Fronting Bank receives written notice from a Canadian Lender at least three Business Days before issuance of a Canadian Letter of Credit that any Canadian LC Condition has not been satisfied, Canadian Fronting Bank shall have no obligation to issue the requested Canadian Letter of Credit (or any other) until such notice is withdrawn in writing by the Required Lenders or until the Required Lenders have waived such condition in accordance with this Agreement. Prior to receipt of any such notice, Canadian Fronting Bank shall not be deemed to have knowledge of any failure of Canadian LC Conditions.

(b) The renewal or extension of any Canadian Letter of Credit shall be treated as the issuance of a new Canadian Letter of Credit, except that delivery of a new Canadian LC Application shall be required at the discretion of Canadian Fronting Bank. No Canadian Fronting Bank shall renew or extend any Canadian Letter of Credit if it receives written notice from the Agent or the Required Lenders of the existence of a Default or Event of Default.

(c) Canadian Borrowers assume all risks of the acts, omissions or misuses of any Canadian Letter of Credit by the beneficiary. In connection with issuance of any Canadian Letter of Credit, none of Agent, Canadian Fronting Bank or any Lender shall be responsible for the existence, character, quality, quantity, condition, packing, value or delivery of any goods purported to be represented by any Documents; any differences or variation in the character, quality, quantity, condition, packing, value or delivery of any goods from that expressed in any Documents; the form, validity, sufficiency, accuracy, genuineness or legal effect of any

Documents or of any endorsements thereon; the time, place, manner or order in which shipment of goods is made; partial or incomplete shipment of, or failure to ship, any goods referred to in a Canadian Letter of Credit or Documents; any deviation from instructions, delay, default or fraud by any shipper or other Person in connection with any goods, shipment or delivery; any breach of contract between a shipper or vendor and a Canadian Borrower; errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telegraph, telex, telecopy, e-mail, telephone or otherwise; errors in interpretation of technical terms; the misapplication by a beneficiary of any Canadian Letter of Credit or the proceeds thereof; or any consequences arising from causes beyond the control of Canadian Fronting Bank, Agent or any Canadian Lender, including any act or omission of a Governmental Authority. The rights and remedies of Canadian Fronting Bank under the Loan Documents shall be cumulative. Canadian Fronting Bank shall be fully subrogated to the rights and remedies of each beneficiary whose claims against Borrowers are discharged with proceeds of any Canadian Letter of Credit.

(d) In connection with its administration of and enforcement of rights or remedies under any Canadian Letters of Credit or Canadian LC Documents, Canadian Fronting Bank shall be entitled to act, and shall be fully protected in acting, upon any certification, documentation or communication in whatever form believed by Canadian Fronting Bank, in good faith, to be genuine and correct and to have been signed, sent or made by a proper Person. Canadian Fronting Bank may consult with and employ legal counsel, accountants and other experts to advise it concerning its obligations, rights and remedies, and shall be entitled to act upon, and shall be fully protected in any action taken in good faith reliance upon, any advice given by such experts. Canadian Fronting Bank may employ agents and attorneys-in-fact in connection with any matter relating to Canadian Letters of Credit or Canadian LC Documents, and shall not be liable for the negligence or misconduct of agents and attorneys-in-fact selected with reasonable care.

2.2.5 Canadian Reimbursement; Canadian Participations

(a) If Canadian Fronting Bank honors any request for payment under a Canadian Letter of Credit, the Applicable Canadian Borrower shall pay to Canadian Fronting Bank, on the same day ("Canadian Reimbursement Date"), the amount paid by Canadian Fronting Bank under such Letter of Credit, together with interest at the interest rate for Canadian Prime Rate Loans (if the Canadian Letter of Credit was denominated in Canadian Dollars) and Canadian Base Rate Loans (if the Canadian Letter of Credit was denominated in Dollars), in each case, from the Canadian Reimbursement Date until payment by Canadian Borrower. The obligation of the Applicable Canadian Borrower to reimburse Canadian Fronting Bank for any payment made under a Canadian Letter of Credit shall be absolute, unconditional, irrevocable, and joint and several, and shall be paid without regard to any lack of validity or enforceability of any Canadian Letter of Credit or the existence of any claim, setoff, defense or other right that the Applicable Canadian Borrower or Loan Parties may have at any time against the beneficiary. Whether or not the Initial Canadian Borrower submits a Notice of Borrowing, the Applicable Canadian Borrower shall be deemed to have requested a Borrowing of Canadian Prime Rate Loans or Canadian Base Rate Loans, as applicable, in an amount necessary to pay all amounts due Canadian Fronting Bank in the applicable currency on any Canadian Reimbursement Date and each Canadian Lender agrees to fund its Pro Rata share of such Borrowing whether or not

the Commitments have terminated, an Overadvance exists or is created thereby, or the conditions in Section 6 are satisfied.

(b) Upon issuance of a Canadian Letter of Credit, each Canadian Lender shall be deemed to have irrevocably and unconditionally purchased from Canadian Fronting Bank, without recourse or warranty, an undivided Pro Rata interest and participation in all Canadian LC Obligations relating to the Canadian Letter of Credit. If Canadian Fronting Bank makes any payment under a Canadian Letter of Credit and the Applicable Canadian Borrower does not reimburse such payment on the Canadian Reimbursement Date, Agent shall promptly notify Canadian Lenders and each Canadian Lender shall promptly (within one Business Day) and unconditionally pay to Agent, for the benefit of Canadian Fronting Bank, the Canadian Lender's Pro Rata share of such payment. Upon request by a Canadian Lender, Canadian Fronting Bank shall furnish copies of any Canadian Letters of Credit and Canadian LC Documents in its possession at such time.

(c) The obligation of each Canadian Lender to make payments to Agent for the account of Canadian Fronting Bank in connection with Canadian Fronting Bank's payment under a Canadian Letter of Credit shall be absolute, unconditional and irrevocable, not subject to any counterclaim, setoff, qualification or exception whatsoever, and shall be made in accordance with this Agreement under all circumstances, irrespective of any lack of validity or unenforceability of any Loan Documents; any draft, certificate or other document presented under a Canadian Letter of Credit having been determined to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or the existence of any setoff or defense that any Loan Party may have with respect to any Obligations. Canadian Fronting Bank does not assume any responsibility for any failure or delay in performance or any breach by any Canadian Borrower or other Person of any obligations under any Canadian LC Documents. Canadian Fronting Bank does not make to Canadian Lenders any express or implied warranty, representation or guarantee with respect to the Canadian Facility Collateral, Canadian LC Documents or any Canadian Domiciled Loan Party. Canadian Fronting Bank shall not be responsible to any Canadian Lender for any recitals, statements, information, representations or warranties contained in, or for the execution, validity, genuineness, effectiveness or enforceability of any Canadian LC Documents; the validity, genuineness, enforceability, collectability, value or sufficiency of any Canadian Facility Collateral or the perfection of any Lien therein; or the assets, liabilities, financial condition, results of operations, business, creditworthiness or legal status of any Canadian Facility Loan Party.

(d) No Canadian Fronting Bank Indemnitee shall be liable to any Loan Party or other Person for any action taken or omitted to be taken in connection with any Canadian LC Documents except as a result of the Canadian Fronting Bank's actual gross negligence, willful misconduct or bad faith, as determined by a final, nonappealable judgment of a court of competent jurisdiction. Canadian Fronting Bank shall not have any liability to any Lender if Canadian Fronting Bank refrains from any action under any Canadian Letter of Credit or Canadian LC Documents until it receives written instructions from Required Borrower Group Lenders of Canadian Borrowers.

2.2.6 Canadian Cash Collateral. If any Canadian LC Obligations, whether or not then due or payable, shall for any reason be outstanding at any time (a) that an Event of Default exists, (b) that a Canadian Overadvance exists, (c) after the Canadian Revolver Commitment Termination Date, or (d) within five Business Days prior to the Facility Termination Date, then Canadian Borrowers shall, within one Business Day of Canadian Fronting Bank's or Agent's request, Cash Collateralize the stated amount of all outstanding Canadian Letters of Credit and pay to Canadian Fronting Bank the amount of all other Canadian LC Obligations. Canadian Borrowers shall, within one Business Day of demand by Canadian Fronting Bank or Agent from time to time, Cash Collateralize the LC Obligations of any Defaulting Lender that is a Canadian Lender. If Canadian Borrowers fail to provide any Cash Collateral as required hereunder, Canadian Lenders may (and shall upon direction of Agent) advance, as Canadian Revolver Loans, the amount of the Cash Collateral required (whether or not the Canadian Revolver Commitments have terminated, any Canadian Overadvance exists or would result therefrom or the conditions in Section 6 are satisfied).

2.3 Canadian Borrowers' Sublimit. Notwithstanding anything to the contrary contained in this Section 2, in no event shall any Canadian Borrower be entitled to receive a Canadian Revolver Loan or the issuance of a Canadian Letter of Credit if at the time of the proposed funding of such Canadian Revolver Loan or the issuance of such Canadian Letter of Credit (and after giving effect thereto and all pending requests for Canadian Revolver Loans and Canadian Letters of Credit by or on behalf of such Canadian Borrower), the sum of (a) the outstanding amount of all Canadian Revolver Loans made to such Canadian Borrower on such date and (b) the Canadian LC Obligations of such Canadian Borrower on such date exceeds the lesser of such Canadian Borrower's Canadian Borrowing Base (without giving effect to its allocable portion of the Canadian LC Reserve) or Applicable Canadian Borrower Commitment. In no event shall the aggregate Applicable Canadian Borrower Commitments for all Canadian Borrowers exceed the Canadian Revolver Commitments.

2.4 Obligations of the Canadian Domiciled Loan Party. Notwithstanding anything in this Agreement or any other Loan Document to the contrary, except as otherwise expressly agreed by the Agent and the Loan Party Agent, no Excluded Loan Party shall be liable or in any manner responsible for, or be deemed to have guaranteed, directly or indirectly, whether as a primary obligor, guarantor, indemnitor, or otherwise, and none of their assets shall secure, directly or indirectly, any U.S. Facility Secured Obligations (including, without limitation, principal, interest, fees, penalties, premiums, expenses, charges, reimbursements, indemnities or any other U.S. Facility Secured Obligations) under this Agreement or any other Loan Document.

SECTION 3. INTEREST, FEES AND CHARGES

3.1 Interest.

3.1.1 Rates and Payment of Interest.

(a) The Obligations shall bear interest (i) if a U.S. Base Rate Loan, at the U.S. Base Rate in effect from time to time, plus the Applicable Margin; (ii) if a LIBOR Loan, at LIBOR for the applicable Interest Period, plus the Applicable Margin; (iii) if a Canadian Prime

Rate Loan, at the Canadian Prime Rate in effect from time to time, plus the Applicable Margin, (iv) if a Canadian Base Rate Loan, at the Canadian Base Rate in effect from time to time, plus the Applicable Margin, (v) if a Canadian BA Rate Loan, at the Canadian BA Rate for the applicable Interest Period, plus the Applicable Margin, (vi) if any other U.S. Facility Obligation that is then due and payable (including, to the extent permitted by law, interest not paid when due), at the U.S. Base Rate in effect from time to time, plus the Applicable Margin for U.S. Base Rate Loans; and (vii) if any other Canadian Facility Obligation that is then due and payable (including, to the extent permitted by law, interest not paid when due), at the Canadian Prime Rate in effect from time to time, plus the Applicable Margin for Canadian Prime Rate Loans. Interest shall accrue from the date the Loan is advanced or the Obligation becomes payable, until paid by the applicable Borrower(s). If a Loan is repaid on the same day made, one day's interest shall accrue.

(b) Interest on the Revolver Loans shall be payable in the currency (*i.e.*, Dollars or Canadian Dollars, as the case may be) of the underlying Revolver Loan.

(c) If all or a portion of (i) the principal amount of any Loan or (ii) any interest payable thereon shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest (including post-petition interest during the pendency of any Insolvency Proceeding) at a rate *per annum* that is (x) in the case of overdue principal, the Default Rate or (y) in the case of any overdue interest, to the extent permitted by applicable law, the Default Rate from and including the date of such non-payment to but excluding the date on which such amount is paid in full (after as well as before judgment). Payment or acceptance of the increased rates of interest provided for in this Section 3.1.1 is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies of the Agent or any Lender.

(d) Interest accrued on the Loans shall be due and payable in arrears, (i) for any U.S. Base Rate Loan, Canadian Base Rate Loan or Canadian Prime Rate Loan, quarterly on the first day of each January, April, July and October; (ii) for any LIBOR Loan or Canadian BA Rate Loan, on the last day of its Interest Period (and, if its Interest Period exceeds three months, at the end of each period of three months) and (iii) on any date of prepayment, with respect to the principal amount of Loans being prepaid. In addition, interest accrued on the Canadian Revolver Loans shall be due and payable in arrears on the Canadian Revolver Commitment Termination Date, and interest accrued on the U.S. Revolver Loans shall be due and payable in arrears on the U.S. Revolver Commitment Termination Date. Interest accrued on any other Obligations shall be due and payable as provided in the Loan Documents and, if no payment date is specified, shall be due and payable on demand. Notwithstanding the foregoing, interest accrued at the Default Rate shall be due and payable on demand.

3.1.2 Application of LIBOR to Outstanding Loans.

(a) Borrowers may on any Business Day, subject to delivery of a Notice of Conversion/Continuation and the other terms hereof, elect to convert any portion of the U.S. Base Rate Loans or the Canadian Base Rate Loans, as applicable to, or to continue any LIBOR Loan at the end of its Interest Period as, a LIBOR Loan. During any Event of Default, Agent

may (and shall at the direction of Required Borrower Group Lenders of the applicable Borrower Group) declare that no Loan may be made, converted or continued as a LIBOR Loan.

(b) Whenever Borrowers within a Borrower Group desire to convert or continue Loans as LIBOR Loans, Loan Party Agent shall give Agent a Notice of Conversion/Continuation, no later than 1:00 p.m. at least three Business Days prior to the requested conversion or continuation date. Promptly after receiving any such notice, Agent shall notify each Applicable Lender thereof. Each Notice of Conversion/Continuation shall be irrevocable, and shall specify the amount of Loans to be converted or continued, the conversion or continuation date (which shall be a Business Day), and the duration of the Interest Period (which shall be deemed to be one month if not specified). If, upon the expiration of any Interest Period in respect of any LIBOR Loans, Loan Party Agent shall have failed to deliver a Notice of Conversion/Continuation with respect thereto as required above, Borrowers shall be deemed to have elected to convert such Loans into U.S. Base Rate Loans (if owing by the U.S. Borrowers) or Canadian Base Rate Loans (if owing by any Canadian Borrower).

3.1.3 Application of Canadian BA Rate to Outstanding Loans.

(a) The Initial Canadian Borrower may on any Business Day, subject to delivery of a Notice of Conversion/Continuation and the other terms hereof, elect to convert any portion of the Canadian Prime Rate Loans, or to continue any Canadian BA Rate Loan at the end of its Interest Period as a Canadian BA Rate Loan; *provided, however*, that such Canadian BA Rate Loans may only be so converted at the end of the Interest Period applicable thereto. During any Event of Default, Agent may (and shall at the direction of Required Borrower Group Lenders of the Borrower Group that consists of the Canadian Borrowers) declare that no Loan may be made, converted or continued as a Canadian BA Rate Loan.

(b) Whenever the Initial Canadian Borrower desires to convert or continue Loans as Canadian BA Rate Loans, Loan Party Agent shall give Agent a Notice of Conversion/Continuation, no later than 1:00 p.m. at least three Business Days prior to the requested conversion or continuation date. Promptly after receiving any such notice, Agent shall notify each Canadian Lender thereof. Each Notice of Conversion/Continuation shall be irrevocable, and shall specify the amount of Loans to be converted or continued, the conversion or continuation date (which shall be a Business Day), and the duration of the Interest Period (which shall be deemed to be one month if not specified). If, upon the expiration of any Interest Period in respect of any Canadian BA Rate Loans, Loan Party Agent shall have failed to deliver a Notice of Conversion/Continuation with respect thereto as required above, the Initial Canadian Borrower shall be deemed to have elected to convert such Loans into Canadian Prime Rate Loans.

3.1.4 Interest Periods. In connection with the making, conversion or continuation of any LIBOR Loans or Canadian BA Rate Loans, Loan Party Agent, on behalf of the applicable Borrower(s), shall select an interest period to apply (the "Interest Period"), which interest period shall be a one, two, three, six (or if available to all Lenders as determined by such Lenders in good faith based upon prevailing market conditions) nine or twelve month period; *provided, however*, that:

(a) the Interest Period shall commence on the date the Loan is made or continued as, or converted into, a LIBOR Loan or Canadian BA Rate Loan, and shall expire on the numerically corresponding day in the calendar month at its end;

(b) if any Interest Period commences on a day for which there is no corresponding day in the calendar month at its end or if such corresponding day falls after the last Business Day of such month, then the Interest Period shall expire on the last Business Day of such month;

(c) if any Interest Period would expire on a day that is not a Business Day, the period shall expire on the next Business Day; and

(d) no Interest Period shall extend beyond the Facility Termination Date (or, in the case of any Loan owing by any Canadian Borrower, the Canadian Revolver Commitment Termination Date, if earlier).

3.2 Fees

3.2.1 Unused Line Fee

(a) Canadian Borrowers shall pay to Agent, for the Pro Rata benefit of Canadian Lenders, a fee equal to .375% per annum times the average daily amount by which the Canadian Revolver Commitments exceed the Canadian Revolver Exposure during any month. Such fee shall be payable in arrears, on the first day of each month and on the Canadian Revolver Commitment Termination Date.

(b) U.S. Borrowers shall pay to Agent, for the Pro Rata benefit of U.S. Lenders, a fee equal to .375% per annum times the average daily amount by which the U.S. Revolver Commitments exceed the daily balance of U.S. Revolver Loans and stated amount of Letters of Credit during any month. Such fee shall be payable in arrears, on the first day of each month and on the U.S. Revolver Commitment Termination Date.

3.2.2 U.S. Letters of Credit Fees. U.S. Borrowers shall pay (a) to Agent, for the Pro Rata benefit of U.S. Lenders, a fee equal to the per annum rate of the Applicable Margin in effect for LIBOR Loans times the average daily stated amount of U.S. Letters of Credit, which fee shall be payable monthly in arrears, on the first day of each month; (b) to U.S. Fronting Bank, for its own account, a fronting fee equal to .125% per annum on the stated amount of each U.S. Letter of Credit, which fee shall be payable upon the issuance of such U.S. Letter of Credit and at the time of each renewal or extension of each U.S. Letter of Credit; and (c) to U.S. Fronting Bank, for its own account, all customary charges associated with the issuance, amending, negotiating, payment, processing, transfer and administration of U.S. Letters of Credit, which charges shall be paid as and when incurred.

3.2.3 Canadian Letters of Credit Fees. Each Applicable Canadian Borrower shall pay (a) to Agent, for the Pro Rata benefit of Canadian Lenders, a fee equal to the per annum rate of the Applicable Margin in effect for LIBOR Loans times the average daily stated amount of such Applicable Canadian Borrower's Canadian Letters of Credit, which fee shall be payable monthly in arrears, on the first day of each month; (b) to Canadian Fronting Bank, for its own

account, a fronting fee equal to .125% per annum on the stated amount of each Canadian Letter of Credit, which fee shall be payable upon the issuance of such Canadian Letter of Credit and at the time of each renewal or extension of each Canadian Letter of Credit; and (c) to Canadian Fronting Bank, for its own account, all customary charges associated with the issuance, amending, negotiating, payment, processing, transfer and administration of Canadian Letters of Credit, which charges shall be paid as and when incurred.

3.2.4 Other Fees. Borrowers shall pay such other fees as described in the Fee Letter.

3.3 Computation of Interest, Fees, Yield Protection. All interest, as well as fees and other charges calculated on a per annum basis, shall be computed for the actual days elapsed, based on a year of 360 days, or, in the case of interest based on the Canadian Prime Rate or Canadian BA Rate, on the basis of a 365 day year. Each determination by Agent of any interest, fees or interest rate hereunder shall be final, conclusive and binding for all purposes, absent manifest error. All fees shall be fully earned when due and shall not be subject to rebate, refund or proration. All fees payable under Section 3.2 are compensation for services and are not, and shall not be deemed to be, interest or any other charge for the use, forbearance or detention of money, except to the extent such treatment is inconsistent with any Requirement of Law. A certificate setting forth in reasonable detail amounts payable by any Borrower under Section 3.4, 3.7 or 3.9 and the basis therefor, submitted to Loan Party Agent by Agent or the affected Lender or U.S. Fronting Bank or Canadian Fronting Bank, as applicable, shall be final, conclusive and binding for all purposes, absent manifest error, and Borrowers shall pay such amounts to the appropriate party within 10 Business Days following receipt of the certificate. For the purposes of the *Interest Act* (Canada), the yearly rate of interest to which any rate calculated on the basis of a period of time different from the actual number of days in the year (360 days, for example) is equivalent is the stated rate multiplied by the actual number of days in the year (365 or 366, as applicable) and divided by the number of days in the shorter period (360 days, in the example), and the parties hereto acknowledge that there is a material distinction between the nominal and effective rates of interest and that they are capable of making the calculations necessary to compare such rates and that the calculations herein are to be made using the nominal rate method and not on any basis that gives effect to the principle of deemed reinvestment of interest.

3.4 Reimbursement Obligations. Borrowers within each Borrower Group shall reimburse Agent for all Extraordinary Expenses incurred by Agent in reference to such Borrower Group or its related Loan Party Group Obligations or Collateral of its related Loan Party Group. In addition to such Extraordinary Expenses, such Borrowers shall also reimburse Agent for all reasonable and documented legal, accounting, appraisal, and other reasonable and documented fees, costs and expenses, without duplication, incurred by it in connection with (a) negotiation and preparation of any Loan Documents, including any amendment or other modification thereof; (b) administration of and actions relating to any Collateral, including any actions taken to perfect or maintain priority of Agent's Liens on any such Collateral, to maintain any insurance required hereunder or to verify such Collateral; and (c) each inspection, audit or appraisal with respect to any Loan Party within such Borrowers' related Loan Party Group or Collateral securing such Loan Party Group's Obligations, whether prepared by Agent's personnel or a third party (subject to the limitations of Section 10.1.15). All legal and accounting fees incurred by Agent Professionals in reference to a Borrower's related Loan Party Group or its related Loan

Party Group Obligations or Collateral of such Borrower's related Loan Party Group shall be charged to Borrowers within such Borrower Group at the actual rate charged by such Agent Professionals; *provided* that Borrowers' obligation to reimburse Agent for legal fees shall be limited to the reasonable and documented legal fees and expenses of Vinson & Elkins LLP, counsel to Agent and Ogilvy Renault LLP, Canadian counsel to Agent and, if necessary, of one local counsel in each other relevant jurisdiction (which may include a local counsel acting in multiple jurisdictions). In addition to the Extraordinary Expenses of Agent, upon the occurrence and during the continuance of an Event Default, Borrowers shall reimburse Fronting Banks and Lenders for the reasonable and documented fees, charges and disbursements of one counsel for the Fronting Banks and Lenders, as a whole, in connection with the enforcement, collection or protection of their respective rights under the Loan Documents, including all such expenses incurred during any workout, restructuring or Insolvency Proceeding. If, for any reason (including inaccurate reporting on financial statements), it is determined that a higher Applicable Margin should have applied to a period than was actually applied, then the proper margin shall be applied retroactively and Borrowers shall pay to Agent, for the Pro Rata benefit of Lenders, an amount equal to the difference between the amount of interest and fees that would have accrued using the proper margin and the amount actually paid. All amounts payable by Borrowers under this Section 3.4 shall be due and payable in accordance with Section 3.3.

3.5 Illegality. If any Lender determines that any Applicable Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Interest Period Loans, or to determine or charge interest rates based upon LIBOR or the Canadian BA Rate, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, Dollars in the London interbank market, or Canadian Dollars through bankers' acceptances then, on notice thereof by such Lender to Agent, any obligation of such Lender to make or continue Interest Period Loans or to convert Floating Rate Loans to Interest Period Loans shall be suspended until such Lender notifies Agent that the circumstances giving rise to such determination no longer exist. Upon delivery of such notice, Borrowers of the affected Borrower Group shall prepay or, if applicable, convert all Interest Period Loans of such Lender to Floating Rate Loans, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Interest Period Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Interest Period Loans. Upon any such prepayment or conversion, Borrowers of the affected Borrower Group shall also pay accrued interest on the amount so prepaid or converted. If any Lender invokes this Section 3.5, such Lender shall use reasonable efforts to notify Loan Party Agent and Agent when the conditions giving rise to such action no longer exists, *provided, however*, that such Lender shall have no liability to Borrowers or to any other Person for its failure to provide such notice.

3.6 Inability to Determine Rates. If Required Lenders notify Agent for any reason in connection with a request for a Borrowing of, or conversion to or continuation of, an Interest Period Loan that (a) Dollar deposits or bankers' acceptances are not being offered to, as regards LIBOR, banks in the London interbank Eurodollar market or, as regards Canadian BA Rate, Persons in Canada, for the applicable amount and Interest Period of such Loan, (b) adequate and reasonable means do not exist for determining LIBOR or the Canadian BA Rate for the requested Interest Period, or (c) LIBOR or the Canadian BA Rate for the requested Interest Period does not adequately and fairly reflect the cost to such Lenders of funding such Loan, then

Agent will promptly so notify Loan Party Agent and each Applicable Lender. Thereafter, the obligation of the Applicable Lenders to make or maintain affected Interest Period Loans, shall be suspended until Agent (upon instruction by Required Lenders) revokes such notice. Upon receipt of such notice, Loan Party Agent may revoke any pending request for a Borrowing of, conversion to or continuation of an Interest Period Loan or, failing that, will be deemed to have submitted a request for a Floating Rate Loan. If any Lender invokes this Section 3.6, such Lender shall use reasonable efforts to notify Loan Party Agent and Agent when the conditions giving rise to such action no longer exists, *provided, however*, that such Lender shall have no liability to Borrowers or to any other Person for its failure to provide such notice.

3.7 Increased Costs: Capital Adequacy.

3.7.1 Change in Law. If any Change in Law shall:

(a) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement reflected in LIBOR or the Canadian BA Rate), U.S. Fronting Bank or Canadian Fronting Bank; or

(b) impose on any Lender, U.S. Fronting Bank or Canadian Fronting Bank or the London interbank market any other condition, cost or expense affecting any Loan, Loan Document, U.S. Letter of Credit or participation in U.S. LC Obligations or Canadian Letter of Credit or participation in Canadian LC Obligations;

and the result thereof shall be to increase the cost to such Lender of making or maintaining any Interest Period Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender, U.S. Fronting Bank or Canadian Fronting Bank of participating in, issuing or maintaining any U.S. Letter of Credit or Canadian Letter of Credit (or of maintaining its obligation to participate in or to issue any U.S. Letter of Credit or Canadian Letter of Credit, as applicable), or to reduce the amount of any sum received or receivable by such Lender, U.S. Fronting Bank or Canadian Fronting Bank hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, U.S. Fronting Bank or Canadian Fronting Bank, the Borrower Group to which such Lenders, U.S. Fronting Bank or Canadian Fronting Bank has a Commitment shall pay to such Lender, U.S. Fronting Bank or Canadian Fronting Bank such additional amount or amounts as will compensate such Lender, U.S. Fronting Bank or Canadian Fronting Bank for such additional costs incurred or reduction suffered, in each case, in accordance with Section 3.3. For the avoidance of doubt, this Section 3.7.1 shall not apply to any Taxes.

3.7.2 Capital Adequacy. If any Lender, U.S. Fronting Bank or Canadian Fronting Bank determines that any Change in Law affecting such Lender, U.S. Fronting Bank or Canadian Fronting Bank or any Lending Office of such Lender or such Lender's, U.S. Fronting Bank's or Canadian Fronting Bank's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's, U.S. Fronting Bank's, Canadian Fronting Bank's or holding company's capital as a consequence of this Agreement, or such Lender's, U.S. Fronting Bank's or Canadian Fronting Bank's Commitments,

Loans, U.S. Letters of Credit or participations in U.S. LC Obligations, Canadian Letters of Credit or participations in Canadian LC Obligations to a level below that which such Lender, U.S. Fronting Bank, Canadian Fronting Bank or holding company could have achieved but for such Change in Law (taking into consideration such Lender's, U.S. Fronting Bank's, Canadian Fronting Bank's and holding company's policies with respect to capital adequacy), then from time to time the Borrower Group to which such Lender, U.S. Fronting Bank or Canadian Fronting Bank has a Commitment will pay to such Lender, U.S. Fronting Bank or Canadian Fronting Bank, as the case may be, such additional amount or amounts as will compensate it or its holding company for any such reduction suffered, in each case, in accordance with Section 3.3.

3.7.3 Compensation. Failure or delay on the part of any Lender, U.S. Fronting Bank or Canadian Fronting Bank to demand compensation pursuant to this Section 3.7 shall not constitute a waiver of its right to demand such compensation, but Borrowers of a Borrower Group shall not be required to compensate a Lender to such Borrower Group, U.S. Fronting Bank or Canadian Fronting Bank for any increased costs incurred or reductions suffered more than six months prior to the date that the Lender, U.S. Fronting Bank or Canadian Fronting Bank notifies Loan Party Agent of the Change in Law giving rise to such increased costs or reductions and of such Lender's, U.S. Fronting Bank's or Canadian Fronting Bank's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six month period referred to above shall be extended to include the period of retroactive effect thereof).

3.8 Mitigation. If any Lender gives a notice under Section 3.5 or requests compensation under Section 3.7, or if any Borrower is required to pay additional amounts or indemnity payments with respect to a Lender under Section 5.8, then such Lender shall use reasonable efforts to designate a different Lending Office or to assign its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the judgment of such Lender, such designation or assignment (a) would eliminate the need for such notice or reduce amounts payable or to be withheld in the future, as applicable; and (b) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be materially disadvantageous to such Lender or unlawful. The Borrower or Borrowers of each affected Borrower Group shall pay all reasonable costs and expenses incurred by any Lender that has issued a Commitment to such Borrower Group in connection with any such designation or assignment.

3.9 Funding Losses. If for any reason (other than default by a Lender) (a) any Borrowing of, or conversion to or continuation of, an Interest Period Loan does not occur on the date specified therefor in a Notice of Borrowing or Notice of Conversion/Continuation (whether or not withdrawn), (b) any repayment or conversion of an Interest Period Loan occurs on a day other than the end of its Interest Period, or (c) any Borrower of either Borrower Group fails to repay an Interest Period Loan when required hereunder, then Borrowers of such Borrower Group shall pay to Agent its customary administrative charge and to each Lender all losses and expenses that it sustains as a consequence thereof, including any loss or expense arising from liquidation or redeployment of funds or from fees payable to terminate deposits of matching funds, but excluding loss of margin. All amounts payable by Borrowers under this Section 3.9 shall be due and payable in accordance with Section 3.3. Lenders shall not be required to

purchase Dollar deposits in the London interbank market or any other offshore Dollar market to fund any LIBOR Loan, but the provisions hereof shall be deemed to apply as if each Lender had purchased such deposits to fund its LIBOR Loans.

3.10 Maximum Interest. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by Applicable Law (“maximum rate”). If Agent or any Lender shall receive interest in an amount that exceeds the maximum rate, the excess interest shall be applied to the principal of the Obligations of the Borrower Group to which such excess interest relates or, if it exceeds such unpaid principal, refunded to such Borrower Group. In determining whether the interest contracted for, charged or received by Agent or a Lender exceeds the maximum rate, such Person may, to the extent permitted by Applicable Law, (a) characterize any payment that is not principal as an expense, fee or premium rather than interest; (b) exclude voluntary prepayments and the effects thereof; and (c) amortize, prorate, allocate and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder. Without limiting the generality of the foregoing provisions of Section 3.10, if any provision of any of the Loan Documents would obligate any Canadian Domiciled Loan Party to make any payment of interest with respect to the Canadian Facility Obligations in an amount or calculated at a rate which would be prohibited by Applicable Law or would result in the receipt of interest with respect to the Canadian Facility Obligations at a criminal rate (as such terms are construed under the Criminal Code (Canada)), then notwithstanding such provision, such amount or rates shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in a receipt by the applicable recipient of interest with respect to the Canadian Facility Obligations at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: (i) first, by reducing the amount or rates of interest required to be paid by the Canadian Facility Loan Parties to the applicable recipient under the Loan Documents; and (ii) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid by the Canadian Facility Loan Parties to the applicable recipient which would constitute interest with respect to the Canadian Facility Obligations for purposes of Section 347 of the Criminal Code (Canada). Notwithstanding the foregoing, and after giving effect to all adjustments contemplated thereby, if the applicable recipient shall have received an amount in excess of the maximum permitted by that section of the Criminal Code (Canada), then Canadian Facility Loan Parties shall be entitled, by notice in writing to Agent, to obtain reimbursement from the applicable recipient in an amount equal to such excess, and pending such reimbursement, such amount shall be deemed to be an amount payable by the applicable recipient to the applicable Canadian Facility Loan Party. Any amount or rate of interest with respect to the Canadian Facility Obligations referred to in this Section 3.10 shall be determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term that any Canadian Revolver Loans to any Canadian Borrower remains outstanding on the assumption that any charges, fees or expenses that fall within the meaning of “interest” (as defined in the Criminal Code (Canada)) shall, if they relate to a specific period of time, be pro rated over that period of time and otherwise be pro rated over the period from the Closing Date to the date of Full Payment of the Canadian Facility Obligations, and, in the event of a dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by Agent shall be conclusive for the purposes of such determination.

SECTION 4. LOAN ADMINISTRATION

4.1 Manner of Borrowing and Funding Loans.

4.1.1 Notice of Borrowing.

(a) Whenever any Borrower within a Borrower Group desires funding of a Borrowing of Revolver Loans, the Loan Party Agent shall give Agent a Notice of Borrowing. Such notice must be received by Agent no later than 11:00 a.m. (i) on the Business Day of the requested funding date, in the case of Floating Rate Loans, (ii) at least three Business Days prior to the requested funding date, in the case of LIBOR Loans, and (iii) at least three Business Days prior to the requested funding date, in the case of Canadian BA Rate Loans. Notices received after 11:00 a.m. shall be deemed received on the next Business Day. Each Notice of Borrowing shall be irrevocable and shall specify (A) the amount of the Borrowing, (B) the requested funding date (which must be a Business Day), (C) whether the Borrowing is to be made as a U.S. Base Rate Loan or a LIBOR Revolver Loan, in the case of a U.S. Borrower, or a Canadian Base Rate Loan, LIBOR Revolver Loan, Canadian Prime Rate Loan or Canadian BA Rate Loan, in the case of a Canadian Borrower, (D) in the case of Interest Period Loans, the duration of the applicable Interest Period (which shall be deemed to be one month if not specified) and (E) the Borrower Group Commitment under which such Borrowing is proposed to be made and, if such Borrowing is requested for a Canadian Borrower, the name of the Applicable Canadian Borrower and whether such Loan is to be denominated in Dollars or Canadian Dollars.

(b) Whenever any Borrower within a Borrower Group desires funding of a Borrowing of Swingline Loans, the Initial Canadian Borrower, in the case of Canadian Swingline Loans, or the Loan Party Agent, in the case of U.S. Swingline Loans shall give the Agent a Notice of Borrowing. Such notice must be received by the Agent no later than 11:00 a.m. on the Business Day of the requested funding date. Notices received after 11:00 a.m. shall be deemed received on the next Business Day. Each Notice of Borrowing shall be irrevocable and shall specify (A) the amount of the Borrowing, (B) the requested funding date (which must be a Business Day), (C) whether the Borrowing is to be made as a Canadian Base Rate Loan or Canadian Prime Rate Loan, in the case of a Canadian Borrower, and (D) the Borrower Group Commitment under which such Borrowing is proposed to be made and, if such Borrowing is requested for a Canadian Borrower, the name of the Applicable Canadian Borrower and whether such Loan is to be denominated in Dollars or Canadian Dollars.

(c) Unless payment is otherwise timely made by each Borrower within a Borrower Group, the becoming due of any amount required to be paid with respect to any of the Obligations of the Loan Party Group to which such Borrower Group belongs (whether principal, interest, fees or other charges, including Extraordinary Expenses, U.S. LC Obligations, Canadian LC Obligations and Cash Collateral) shall be deemed to be a request for Revolver Loans by such Borrower Group on the due date, in the amount of such Obligations and shall bear interest at the per annum rate applicable hereunder to U.S. Base Rate Loans, in the case of such Obligations owing by any U.S. Facility Loan Party, or to Canadian Prime Rate Loans, in the case of such Obligations owing by a Canadian Domiciled Loan Party. The proceeds of such Revolver Loans shall be disbursed as direct payment of the relevant Obligation.

(d) If any Borrower within a Borrower Group establishes a controlled disbursement account with Bank of America or any branch or Affiliate of Bank of America, then the presentation for payment of any check, ACH or electronic debit or other payment item drawn on such account at a time when there are insufficient funds to cover it shall be deemed to be a request for Revolver Loans by such Borrower Group on the date of such presentation, in the amount of such payment item, and shall bear interest at the per annum rate applicable hereunder to U.S. Base Rate Loans, in the case of insufficient funds owing by any U.S. Facility Loan Party, or to Canadian Prime Rate Loans, in the case of insufficient funds owing by a Canadian Facility Loan Party. The proceeds of such Revolver Loans may be disbursed directly to the controlled disbursement account or other appropriate account.

4.1.2 Fundings by Lenders; Settlement.

(a) Each Applicable Lender shall timely honor its Borrower Group Commitment by funding its Pro Rata share of each Borrowing of Revolver Loans under such Borrower Group Commitment that is properly requested hereunder; *provided, however*, that no Lender shall be required to honor its Borrower Group Commitment by funding its Pro Rata share of any Borrowing that would cause the U.S. Revolver Loans to exceed the U.S. Borrowing Base or the Canadian Revolver Loans to exceed the Total Canadian Borrowing Base, as applicable. Agent shall endeavor to notify the Applicable Lenders of each Notice of Borrowing (or deemed request for a Borrowing) by 12:00 noon on the proposed funding date for Floating Rate Loans or by 11:00 a.m. at least two Business Days before any proposed funding of Interest Period Loans. Each Applicable Lender shall fund to Agent such Lender's Pro Rata share of the Borrowing to the account specified by Agent in immediately available funds not later than 2:00 p.m. on the requested funding date, unless Agent's notice is received after the times provided above, in which event each Applicable Lender shall fund its Pro Rata share by 11:00 a.m. on the next Business Day. Subject to its receipt of such amounts from the Applicable Lenders, Agent shall disburse the proceeds of the Revolver Loans as directed by Loan Party Agent. Unless Agent shall have received (in sufficient time to act) written notice from an Applicable Lender that it does not intend to fund its Pro Rata share of a Borrowing, Agent may assume that such Applicable Lender has deposited or promptly will deposit its share with Agent, and Agent may disburse a corresponding amount to the Borrower or Borrowers within such Borrower Group. If an Applicable Lender's share of any Borrowing is not received by Agent, then the Borrower or Borrowers within the Borrower Group agree to repay to Agent on demand the amount of such share, together with interest thereon from the date disbursed until repaid, at the rate applicable to such Borrowing. Notwithstanding the foregoing, the Agent may, in its discretion, fund any request for a Borrowing of Canadian Revolver Loans or U.S. Revolver Loans as Canadian Swingline Loans or U.S. Swingline Loans, as applicable.

(b) To facilitate administration of the Revolver Loans, the Lenders, the Swingline Lenders and the Agent agree (which agreement is solely among them, and not for the benefit of or enforceable by any Borrower or any other Loan Party) that settlement among them with respect to Swingline Loans and other Revolver Loans may take place on a date determined from time to time by the Agent, which shall occur at least once every five Business Days with respect to Swingline Loans and any other Revolver Loans. On each settlement date, settlement shall be made with each Lender in accordance with the Settlement Report delivered by the Agent to the Lenders. Between settlement dates, the Agent may in its discretion apply payments on

Revolver Loans to Swingline Loans, regardless of any designation by Loan Party Agent or any Borrower or any provision herein to the contrary. Each Lender's obligation to make settlements with the Agent is absolute and unconditional, without offset, counterclaim or other defense, and whether or not the Commitments have terminated, an Overadvance exists or the conditions in Section 6 are satisfied. If, due to an Insolvency Proceeding with respect to any Borrower or any other Loan Party or otherwise, any Swingline Loan may not be settled among the Lenders hereunder, then each Applicable Lender shall be deemed to have purchased from the applicable Swingline Lender a Pro Rata participation in each unpaid U.S. Swingline Loan or Canadian Swingline Loan, as applicable, and shall transfer the amount of such participation to the applicable Swingline Lender, in immediately available funds, within one Business Day after the Agent's request therefor.

4.1.3 Notices. Each Borrower authorizes the Agent and Lenders to extend Loans, convert or continue Revolver Loans, effect selections of interest rates, and transfer funds to or on behalf of applicable Borrowers based on telephonic or e-mailed instructions by the Loan Party Agent to the Agent. The Loan Party Agent shall confirm each such request by reasonably prompt delivery to the Agent of a Notice of Borrowing or Notice of Conversion/Continuation, if applicable, but if it differs in any material respect from the action taken by the Agent or Lenders, the records of the Agent and Lenders shall govern. Neither the Agent nor any Lender shall have any liability for any loss suffered by a Borrower as a result of the Agent or any Lender acting upon its understanding of telephonic or e-mailed instructions from a person believed in good faith by the Agent or any Lender to be a person authorized to give such instructions on the Loan Party Agent's behalf.

4.2 Defaulting Lender.

4.2.1 Reallocation of Pro Rata Share; Amendments. For purposes of determining Lenders' obligations to fund or participate in Loans or Letters of Credit, the Agent may exclude the Commitments and Loans of any Defaulting Lender from the calculation of Pro Rata shares. A Defaulting Lender shall have no right to vote on any amendment, waiver or other modification of a Loan Document, except as provided in Section 14.1.1(c).

4.2.2 Payments; Fees. The Agent may, in its discretion, receive and retain any amounts payable to a Defaulting Lender under the Loan Documents, and a Defaulting Lender shall be deemed to have assigned to the Agent such amounts until all Obligations owing to the Agent, non-Defaulting Lenders and other Secured Parties have been paid in full. The Agent may apply such amounts to the Defaulting Lender's defaulted obligations, use the funds to Cash Collateralize such Lender's LC Obligations, or readvance the amounts to Borrowers hereunder. A Lender shall not be entitled to receive any fees accruing hereunder during the period in which it is a Defaulting Lender, and the unfunded portion of its Commitment shall be disregarded for purposes of calculating the unused line fee under Section 3.2.1. If any LC Obligations owing to a Defaulting Lender are reallocated to other Lenders, fees attributable to such LC Obligations under Section 3.2.2 or Section 3.2.3 shall be paid to such Lenders. Notwithstanding anything to the contrary in this Section 4.2.2, the LC Obligations owing to a Defaulting Lender may be reallocated to the other Lenders only to the extent that such reallocation does not cause the U.S. Revolver Exposure and/or the Canadian Revolver Exposure, as applicable, of any non-Defaulting Lender to exceed such non-Defaulting Lender's

Commitment The Agent shall be paid all fees attributable to LC Obligations that are not reallocated.

4.2.3 Cure. Borrowers, the Agent and each Fronting Bank may agree in writing that a Lender is no longer a Defaulting Lender. At such time, Pro Rata shares shall be reallocated without exclusion of such Lender's Commitment and Loans, and all outstanding Revolver Loans, LC Obligations and other exposures under the Commitments shall be reallocated among Lenders and settled by the Agent (with appropriate payments by the reinstated Lender) in accordance with the readjusted Pro Rata shares. Unless expressly agreed by Borrowers, the Agent and each Fronting Bank, no reinstatement of a Defaulting Lender shall constitute a waiver or release of claims against such Lender. The failure of any Lender to fund a Loan, to make a payment in respect of LC Obligations or otherwise to perform its obligations hereunder shall not relieve any other Lender of its obligations, and no Lender shall be responsible for default by another Lender.

4.3 Number and Amount of Interest Period Loans; Determination of Rate. For ease of administration, all Interest Period Loans of the same Type to a Borrower Group having the same length and beginning date of their Interest Periods and the same currency shall be aggregated together, and such Loans shall be allocated among the Applicable Lenders on a Pro Rata basis. With respect to U.S. Borrowers, no more than six (6) Borrowings of LIBOR Loans may be outstanding at any time, and each Borrowing of LIBOR Loans when made, continued or converted shall be in a minimum amount of \$1,000,000, or an increment of \$100,000 in excess thereof. With respect to Canadian Borrowers, no more than six (6) Borrowings of Interest Period Loans may be outstanding at any time, and each Borrowing of Interest Period Loans when made, continued or converted shall be in a minimum amount of \$1,000,000 in the case of LIBOR Loans, or an increment of \$100,000 in excess thereof, or Cdn\$1,000,000 in the case of Canadian BA Rate Loans, or an increment of Cdn\$100,000 in excess thereof. Upon determining LIBOR or the Canadian BA Rate for any Interest Period requested by Borrowers within a Borrower Group, Agent shall promptly notify Loan Party Agent thereof by telephone or electronically and, if requested by Loan Party Agent, shall confirm any telephonic notice in writing.

4.4 Loan Party Agent. Each Loan Party hereby designates MRC ("Loan Party Agent") as its representative and agent for all purposes under the Loan Documents, including requests for Loans and Letters of Credit, designation of interest rates, delivery or receipt of communications, preparation and delivery of any Borrowing Base and financial reports, receipt and payment of Obligations, requests for waivers, amendments or other accommodations, actions under the Loan Documents (including in respect of compliance with covenants), and all other dealings with Agent, any U.S. Fronting Bank, any Canadian Fronting Bank or any Lender. Loan Party Agent hereby accepts such appointment. Agent and any Lender shall be entitled to rely upon, and shall be fully protected in relying upon, any notice or communication (including any Notice of Borrowing) delivered by Loan Party Agent on behalf of any Loan Party. Agent and any Lender may give any notice or communication with a Loan Party hereunder to Loan Party Agent on behalf of such Loan Party. Each of Agent, any U.S. Fronting Bank, any Canadian Fronting Bank and any Lender shall have the right, in its discretion, to deal exclusively with Loan Party Agent for any or all purposes under the Loan Documents. Each Loan Party agrees that any notice, election, communication, representation, agreement or undertaking made on its behalf by Loan Party Agent shall be binding upon and enforceable against it.

4.5 One Obligation. Without in any way limiting any Guarantee of the Secured Obligations, the U.S. Facility Secured Obligations owing by each U.S. Facility Loan Party shall constitute one general obligation of the U.S. Facility Loan Parties and (unless otherwise expressly provided in any Credit Document) shall be secured by Agent's Lien upon all Collateral of each U.S. Facility Loan Party; *provided, however*, that each Credit Party shall be deemed to be a creditor of, and the holder of a separate claim against, each U.S. Facility Loan Party to the extent of any U.S. Facility Secured Obligations owed by such U.S. Facility Loan Party to such Credit Party.

4.6 Effect of Termination. On the effective date of any termination of the Commitments, all Obligations shall be immediately due and payable, and any Lender may terminate its and its Affiliates' Bank Products (including, only with the consent of Agent, any Cash Management Services). All undertakings of Loan Parties contained in the Loan Documents shall survive, and Agent shall retain its Liens in the Collateral and all of its rights and remedies under the Loan Documents until Full Payment of the Secured Obligations. Notwithstanding Full Payment of the Secured Obligations, Agent shall not be required to terminate its Liens in any Collateral unless, with respect to any damages Agent may incur as a result of the dishonor or return of Payment Items applied to Secured Obligations, Agent receives (a) a written agreement, executed by the Loan Party Agent and any Person whose advances are used in whole or in part to satisfy the Secured Obligations, indemnifying Agent and Lenders from any such damages; or (b) such Cash Collateral as Agent, in its reasonable discretion, deems necessary to protect against any such damages. Sections 2.2, 3.4, 3.6, 3.7, 3.9, 5.4, 5.8, 5.9, 12, 14.2 and this Section 4.6, and the obligation of each Loan Party and Lender with respect to each indemnity given by it in any Loan Document, shall survive Full Payment of the Secured Obligations and any release relating to this credit facility.

SECTION 5. PAYMENTS

5.1 General Payment Provisions. All payments of Obligations shall be made without offset, counterclaim or defense of any kind, and in immediately available funds, not later than 1:00 p.m. on the due date. Any payment after such time shall be deemed made on the next Business Day. If any payment under the Loan Documents shall be stated to be due on a day other than a Business Day, the due date shall be extended to the next Business Day and such extension of time shall be included in any computation of interest and fees. Any payment of an Interest Period Loan prior to the end of its Interest Period shall be accompanied by all amounts due under Section 3.9. Any prepayment of Loans to a Borrower Group shall be applied first to Floating Rate Loans of such Borrower Group and then to Interest Period Loans of such Borrower Group; *provided, however*, that as long as no Default or Event of Default exists, prepayments of Interest Period Loans may, at the option of Borrowers of the applicable Borrower Group and Agent, be held by Agent as Cash Collateral and applied to such Loans at the end of their Interest Periods. All payments with respect to any U.S. Facility Obligations shall be made in Dollars and all payments with respect to any Canadian Facility Obligations shall be made in Canadian Dollars or, if any portion of such Canadian Facility Obligations is denominated in Dollars, then in Dollars.

5.2 Repayment of Obligations. All Canadian Facility Obligations shall be immediately due and payable in full on the Canadian Revolver Commitment Termination Date

and all U.S. Facility Obligations shall be immediately due and payable in full on the U.S. Revolver Commitment Termination Date, in each case, unless payment of such Obligations is sooner required hereunder. Revolver Loans may be prepaid from time to time, without penalty or premium, subject to, in the case of Interest Period Loans, the payment of costs set forth in Section 3.9. Notwithstanding anything herein to the contrary, if an Overadvance exists, Borrowers of the Borrower Group owing such Overadvance shall, on the sooner of Agent's demand or the first Business Day after any Borrower of such Borrower Group has knowledge thereof, repay the outstanding Loans in an amount sufficient to reduce the principal balance of the related Overadvance Loan to zero.

5.3 Payment of Other Obligations. Obligations shall be paid by Borrowers as provided in the Loan Documents or, if no payment date is specified, within 10 Business Days of demand by Agent therefor.

5.4 Marshaling: Payments Set Aside. None of Agent or Lenders shall be under any obligation to marshal any assets in favor of any Loan Party or against any Obligations. If any payment by or on behalf of any Borrower or Borrowers is made to Agent, U.S. Fronting Bank, Canadian Fronting Bank or any Lender, or Agent, U.S. Fronting Bank, Canadian Fronting Bank or any Lender exercises a right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by Agent, U.S. Fronting Bank, Canadian Fronting Bank or such Lender in its discretion) to be repaid to a Creditor Representative or any other Person, then to the extent of such recovery, the Obligation originally intended to be satisfied, and all Liens, rights and remedies relating thereto, shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred.

5.5 Post-Default Allocation of Payments.

5.5.1 Allocation. Notwithstanding anything herein to the contrary, during an Event of Default, monies to be applied to the Secured Obligations, whether arising from payments by or on behalf of any Loan Party, realization on Collateral, setoff or otherwise, shall be allocated as follows:

(a) with respect to monies, payments, Property or Collateral of or from any U.S. Facility Loan Parties:

- (i) first, to all costs and expenses, including Extraordinary Expenses, owing to Agent, to the extent owing by any U.S. Domiciled Loan Party;
- (ii) second, to all amounts owing to U.S. Swingline Lender on U.S. Swingline Loans;
- (iii) third, to all amounts owing to any U.S. Fronting Bank on U.S. LC Obligations;

(iv) fourth, to all U.S. Facility Obligations constituting fees owing by the U.S. Facility Loan Parties (exclusive of any such amounts owing by the Canadian Domiciled Loan Parties which are guaranteed by the U.S. Domiciled Loan Parties);

(v) fifth, to all U.S. Facility Obligations constituting interest owing by the U.S. Facility Loan Parties (exclusive of any such amounts owing by the Canadian Domiciled Loan Parties which are guaranteed by the U.S. Domiciled Loan Parties);

(vi) sixth, to Cash Collateralization of U.S. LC Obligations;

(vii) seventh, to all U.S. Revolver Loans;

(viii) eighth, to all other U.S. Facility Secured Obligations (exclusive of any such amounts owing by the Canadian Domiciled Loan Parties which are guaranteed by the U.S. Domiciled Loan Parties); and

(ix) ninth, to be applied in accordance with clause (b) below, to the extent there are insufficient funds for the Full Payment of all Secured Obligations owing by the Canadian Domiciled Loan Parties.

(b) with respect to monies, payments, Property or Collateral of or from any Canadian Domiciled Loan Parties, together with any allocations pursuant to subclause (ix) of clause (a) above:

(i) first, to all costs and expenses, including Extraordinary Expenses, owing to Agent, to the extent owing by any Canadian Domiciled Loan Party;

(ii) second, to all amounts owing to Canadian Swingline Lender on Canadian Swingline Loans;

(iii) third, to all amounts owing to any Canadian Fronting Bank on Canadian LC Obligations;

(iv) fourth, to all Canadian Facility Obligations constituting fees;

(v) fifth, to all Canadian Facility Obligations constituting interest;

(vi) sixth, to Cash Collateralization of Canadian LC Obligations

(vii) seventh, to all Canadian Revolver Loans; and

(viii) eighth, to all other Canadian Facility Secured Obligations.

Amounts shall be applied to each category of Secured Obligations set forth within subsection (a) or (b) above, as applicable, until Full Payment thereof and then to the next category. If amounts are insufficient to satisfy a category, they shall be applied on a pro rata basis among the Secured Obligations in the category. Amounts distributed with respect to any Secured Bank Product Obligations shall be the lesser of the maximum Secured Bank Product Obligations last reported

to Agent or the actual Secured Bank Product Obligations as calculated by the methodology reported to Agent for determining the amount due. Agent shall have no obligation to calculate the amount to be distributed with respect to any Secured Bank Product Obligations, and may request a reasonably detailed calculation of such amount from the applicable Secured Party. If a Secured Party fails to deliver such calculation within five days following request by Agent, Agent may assume the amount to be distributed is zero. The allocations set forth in this Section 5.5.1 are solely to determine the rights and priorities of Agent and Secured Parties as among themselves, and any allocation within subsection (a) or (b) of proceeds of the realization of Collateral may be changed by agreement among them without the consent of any Loan Party. This Section 5.5.1 is not for the benefit of or enforceable by any Borrower. Notwithstanding the preceding two sentences and anything else to the contrary set forth in any of the Loan Documents, (i) all payments by or on behalf of any Canadian Facility Loan Party or in respect of any Canadian Facility Secured Obligations shall be applied only to the Canadian Facility Secured Obligations, and (ii) all payments by or on behalf of any U.S. Facility Loan Party or in respect of any U.S. Facility Secured Obligations shall be applied first to U.S. Facility Secured Obligations then due until paid in full and then to all other Secured Obligations until paid in full.

5.5.2 Erroneous Application. Agent shall not be liable for any application of amounts made by it in good faith and, if any such application is subsequently determined to have been made in error, the sole recourse of any Lender or other Person to which such amount should have been made shall be to recover the amount from the Person that actually received it (and, if such amount was received by any Lender, such Lender hereby agrees to return it).

5.6 Application of Payments. The ledger balance in the main Dominion Account of each Borrower Group as of the end of a Business Day shall be applied to the Loan Party Group Obligations of such Borrower Group at the beginning of the next Business Day during the existence of any Cash Dominion Event. If, as a result of such application, a credit balance exists, the balance shall not accrue interest in favor of Borrowers and shall be made available to Borrowers of the applicable Borrower Group as long as no Event of Default exists. Each Borrower irrevocably waives the right to direct the application of any payments or Collateral proceeds, and agrees that Agent shall have the continuing, exclusive right to apply and reapply same against the Obligations, in such manner as Agent deems advisable; *provided, however*, that, unless an Event of Default has occurred and is continuing, Agent shall not apply any payments to any Interest Period Loans prior to the last day of the applicable Interest Period.

5.7 Loan Account; Account Stated.

5.7.1 Loan Account. Agent shall maintain in accordance with its usual and customary practices an account or accounts ("Loan Account") evidencing the Obligations of Borrowers within each Borrower Group resulting from each Loan made to such Borrowers or issuance of a Letter of Credit for the account of Borrowers from time to time. Any failure of Agent to record anything in the Loan Account, or any error in doing so, shall not limit or otherwise affect the obligation of any Borrower to pay any amount owing hereunder. Agent may maintain a single Loan Account in the name of Loan Party Agent, and each U.S. Borrower confirms that such arrangement shall have no effect on the joint and several character of its liability for the Secured Obligations including its guarantee of the Secured Obligations of the Canadian Borrowers.

5.7.2 Entries Binding. Entries made in the Loan Account shall constitute presumptive evidence of the information contained therein. If any information contained in the Loan Account is provided to or inspected by any Person, then such information shall be conclusive and binding on such Person for all purposes absent manifest error, except to the extent such Person notifies Agent in writing within 45 days after receipt or inspection that specific information is subject to dispute.

5.8 Taxes.

5.8.1 Payments Free of Taxes. All payments by or on behalf of any Loan Party of Obligations shall be free and clear of and without deduction or withholding for any Indemnified Taxes or Other Taxes, unless required by Applicable Law. If Applicable Law requires any Loan Party or Agent to withhold or deduct any Indemnified Taxes or Other Taxes, the withholding or deduction shall be based on Applicable Law and the information provided pursuant to Section 5.9, and the applicable Loan Party or Agent shall pay the amount withheld or deducted to the relevant Governmental Authority. If the withholding or deduction is made on account of Indemnified Taxes or Other Taxes, the sum payable by Borrowers shall be increased so that Agent, Lender, U.S. Fronting Bank or Canadian Fronting Bank, as applicable, receives an amount equal to the sum it would have received if no such withholding or deduction (including deductions applicable to additional sums payable under this Section 5.8.1) had been made. Without limiting the foregoing, Borrowers shall timely pay all Other Taxes to the relevant Governmental Authorities.

5.8.2 Payment. Borrowers shall indemnify, hold harmless and reimburse (within 10 days after written demand therefor) Agent, Applicable Lenders and, in the case of U.S. Borrowers, U.S. Fronting Bank, and, in the case of each Canadian Borrower, Canadian Fronting Bank, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes and Other Taxes attributable to amounts payable under this Section 5.8.2) paid by Agent, any Applicable Lender or, in the case of the U.S. Borrowers, U.S. Fronting Bank, or, in the case of each Canadian Borrower, Canadian Fronting Bank, with respect to any Obligations of such Borrower's Borrower Group, U.S. Letters of Credit (in the case of U.S. Borrowers), Canadian Letters of Credit (in the case of Canadian Borrowers) or Loan Documents (to the extent relating to Obligations), whether or not such Taxes were properly asserted by the relevant Governmental Authority, and including all penalties, interest and reasonable expenses relating thereto. A certificate setting forth in reasonable detail the amount and basis for calculation of any such payment or liability delivered to Loan Party Agent by Agent, or by an Applicable Lender, U.S. Fronting Bank or Canadian Fronting Bank (with a copy to Agent), shall be conclusive, absent manifest error and all amounts payable by Borrowers under this Section 5.8.2 shall be due in accordance with Section 3.3. As soon as reasonably practicable after any payment of Indemnified Taxes or Other Taxes by a Borrower, Loan Party Agent shall deliver to Agent a receipt from the Governmental Authority or other evidence of payment reasonably satisfactory to Agent.

5.8.3 Treatment of Certain Refunds. If Agent, any Lender, U.S. Fronting Bank or Canadian Fronting Bank shall become aware that it is entitled to claim a refund or credit from a Governmental Authority in respect of any Indemnified Tax or Other Taxes as to which it has been indemnified by any Borrower or with respect to which any Borrower has paid

additional amounts pursuant to this Section 5.8, the Agent, such Lender, U.S. Fronting Bank or Canadian Fronting Bank, as applicable, shall promptly notify such Borrower of the availability of such refund claim and, if the Agent, such Lender, U.S. Fronting Bank or Canadian Fronting Bank determines in good faith that making a claim for refund will not have a material adverse effect on its Taxes or business operations, shall, within 60 days after receipt of a request by such Borrower, make a claim to such Governmental Authority for such refund. If Agent, a Lender, any U.S. Fronting Bank or Canadian Fronting Bank determines, in its sole discretion, that it has received a refund of any Indemnified Tax or Other Taxes as to which it has been indemnified by any Borrower or with respect to which any Borrower has paid additional amounts pursuant to this Section 5.8, it shall pay to such Borrower an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by Borrowers under this Section 5.8 with respect to the Indemnified Tax or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Agent, such Lender, U.S. Fronting Bank or Canadian Fronting Bank, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided* that Borrowers agree in writing to repay the amount paid over to Borrowers (plus interest attributable to the period during which the Borrowers held such funds) to Agent, such Lender, U.S. Fronting Bank or Canadian Fronting Bank in the event that Agent, such Lender, U.S. Fronting Bank or Canadian Fronting Bank is required to repay such refund to such Governmental Authority. This paragraph shall not be construed to require Agent, any Lender, U.S. Fronting Bank or Canadian Fronting Bank to make available its tax returns (or any other information relating to its taxes) to any Borrower or any other Person.

5.9 Lender Tax Information

5.9.1 Generally. Any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which an Loan Party is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments under any Loan Document shall deliver to Agent and Loan Party Agent, at the time or times prescribed by Applicable Law or reasonably requested by Agent or Loan Party Agent, such properly completed and executed documentation prescribed by Applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by Agent or Loan Party Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by Agent or Loan Party Agent as will enable Agent and Loan Party Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements.

5.9.2 U.S. Borrowers. If a Borrower is resident for tax purposes in the United States, any Lender that is a “United States person” within the meaning of section 7701(a)(30) of the Code shall deliver to Agent and Loan Party Agent IRS Form W-9 or such other documentation or information prescribed by Applicable Law or reasonably requested by Agent or Loan Party Agent to determine whether such Lender is subject to information reporting requirements and to establish that such Lender is not subject to backup withholding. If any Foreign Lender is entitled to any exemption from or reduction of withholding tax for payments with respect to the U.S. Facility Obligations, it shall deliver to Agent and Loan Party Agent, on or prior to the date on which it becomes a Lender hereunder (and from time to time thereafter upon request by Agent or Loan Party Agent, but only if such Foreign Lender is legally entitled to

do so) two original executed copies of, (a) IRS Form W-8BEN claiming eligibility for benefits of an income tax treaty to which the United States is a party; (b) IRS Form W-8ECI; (c) IRS Form W-8IMY and all required supporting documentation (including, a certificate in the form of **Exhibit J-2** (a "Non-Bank Certificate") applicable to a partnership, if applicable); (d) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under section 871(h) or section 881(c) of the Code, IRS Form W-8BEN and a Non-Bank Certificate in the form of **Exhibit J-1** or **Exhibit J-2**, as applicable; and/or (e) any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in withholding tax, together with such supplementary documentation as may be necessary to allow Agent and U.S. Borrowers to determine the withholding or deduction required to be made.

5.9.3 Lender Obligations. Each Applicable Lender, U.S. Fronting Bank and Canadian Fronting Bank shall promptly notify Loan Party Agent and Agent of any change in circumstances that would change any claimed Tax exemption or reduction. Each Applicable Lender, U.S. Fronting Bank and Canadian Fronting Bank, in each case, severally and not jointly with any other Applicable Lender, U.S. Fronting Bank and/or Canadian Fronting Bank, shall indemnify, hold harmless and reimburse (within 10 days after demand therefor) affected Borrowers of the Borrower Group to which such Lender, U.S. Fronting Bank or Canadian Fronting Bank has issued a Commitment and Agent for any Taxes, losses, claims, liabilities, penalties, interest and expenses (including reasonable and documented attorneys' fees limited to the fees, disbursements and other charges or one primary counsel and one local counsel in each relevant jurisdiction) incurred by or asserted against such affected Borrower of such Borrower Group or Agent by any Governmental Authority due to such Applicable Lender's, U.S. Fronting Bank's or Canadian Fronting Bank's failure to deliver, or inaccuracy or deficiency in, any documentation required to be delivered by it pursuant to this Section. Each Applicable Lender, U.S. Fronting Bank and Canadian Fronting Bank authorizes Agent to set off any amounts due to Agent under this Section against any amounts payable to such Applicable Lender, U.S. Fronting Bank or Canadian Fronting Bank under any Loan Document. If a payment made to Agent, a Lender or a Fronting Bank under any Loan Document would be subject to United States withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA, Agent, such Lender or such Fronting Bank shall deliver to the Borrowers and the Agent at the time or times prescribed by Applicable Law and at such time or times reasonably requested by the Borrowers or Agent such documentation prescribed by Applicable Law and such additional documentation reasonably requested by the Borrowers or Agent as may be necessary for the Borrowers and Agent to comply with their obligations under FATCA and to determine that such Lender has complied with its obligations under such sections, or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 5.9.3, "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

5.10 Guarantee by U.S. Facility Loan Parties.

5.10.1 Joint and Several Liability. Each U.S. Domiciled Loan Party agrees that it is jointly and severally liable for, and absolutely and unconditionally guarantees to Agent and Lenders the prompt payment and performance of, all Secured Obligations and all agreements of each other Loan Party under the Credit Documents. Each U.S. Domiciled Loan Party agrees that its guarantee obligations as a U.S. Facility Guarantor and as a Canadian Facility Guarantor

hereunder constitute a continuing guarantee of payment and not of collection, that such guarantee obligations shall not be discharged until Full Payment of the Secured Obligations, and that such guarantee obligations are absolute and unconditional, irrespective of (a) the genuineness, validity, regularity, enforceability, subordination or any future modification of, or change in, any Secured Obligations or Credit Document, or any other document, instrument or agreement to which any Loan Party is or may become a party or be bound; (b) the absence of any action to enforce this Agreement (including this Section 5.10) or any other Credit Document, or any waiver, consent or indulgence of any kind by Agent or any Lender with respect thereto; (c) the existence, value or condition of, or failure to perfect a Lien or to preserve rights against, any security or guarantee for the Secured Obligations or any action, or the absence of any action, by Agent or any Lender in respect thereof (including the release of any security or guarantee); (d) the insolvency of any Loan Party; (e) any election by Agent or any Lender in an Insolvency Proceeding for the application of Section 1111(b)(2) of the U.S. Bankruptcy Code; (f) any borrowing or grant of a Lien by any other Loan Party, as debtor-in-possession under Section 364 of the U.S. Bankruptcy Code or otherwise; (g) the disallowance of any claims of Agent or any Lender against any Loan Party for the repayment of any Secured Obligations under Section 502 of the U.S. Bankruptcy Code or otherwise; or (h) any other action or circumstances that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, except Full Payment of all Secured Obligations.

5.10.2 Waivers

(a) Each U.S. Domiciled Loan Party hereby expressly waives all rights that it may have now or in the future under any statute, at common law, in equity or otherwise, to compel Agent or Lenders to marshal assets or to proceed against any Loan Party, other Person or security for the payment or performance of any Secured Obligations before, or as a condition to, proceeding against such Loan Party. To the extent permitted by Applicable Law, each U.S. Domiciled Loan Party waives all defenses available to a surety, guarantor or accommodation co-obligor other than Full Payment of all Secured Obligations. It is agreed among each U.S. Domiciled Loan Party, Agent and Lenders that the provisions of this Section 5.10 are of the essence of the transaction contemplated by the Credit Documents and that, but for such provisions, Agent and Lenders would decline to make Loans and issue Letters of Credit. Each U.S. Domiciled Loan Party acknowledges that its guarantee pursuant to this Section is necessary to the conduct and promotion of its business, and can be expected to benefit such business.

(b) Agent and Lenders may, in their discretion, pursue such rights and remedies as they deem appropriate, including realization upon the Collateral by judicial foreclosure or non judicial sale or enforcement, to the extent permitted under Applicable Law, without affecting any rights and remedies under this Section 5.10. If, in taking any action in connection with the exercise of any rights or remedies, Agent or any Lender shall forfeit any other rights or remedies, including the right to enter a deficiency judgment against any U.S. Domiciled Party or other Person, whether because of any Applicable Laws pertaining to "election of remedies" or otherwise, each U.S. Domiciled Loan Party consents to such action and, to the extent permitted under Applicable Law, waives any claim based upon it, even if the action may result in loss of any rights of subrogation that any U.S. Domiciled Loan Party might otherwise have had. To the extent permitted under Applicable Law, any election of remedies that results in denial or impairment of the right of Agent or any Lender to seek a deficiency

judgment against any U.S. Domiciled Loan Party shall not impair any other U.S. Domiciled Loan Party's obligation to pay the full amount of the Secured Obligations. To the extent permitted under Applicable Law, each U.S. Domiciled Loan Party waives all rights and defenses arising out of an election of remedies, such as nonjudicial foreclosure with respect to any security for the Secured Obligations, even though that election of remedies destroys such U.S. Domiciled Loan Party's rights of subrogation against any other Person. To the extent permitted under Applicable Law, Agent may bid all or a portion of the Secured Obligations at any foreclosure or trustee's sale or at any private sale, and the amount of such bid need not be paid by Agent but shall be credited against the Secured Obligations in accordance with the terms of this Agreement. To the extent permitted under Applicable Law, the amount of the successful bid at any such sale, whether Agent or any other Person is the successful bidder, shall be conclusively deemed to be the fair market value of the Collateral, and the difference between such bid amount and the remaining balance of the Secured Obligations shall be conclusively deemed to be the amount of the Secured Obligations guaranteed under this Section 5.10, notwithstanding that any present or future law or court decision may have the effect of reducing the amount of any deficiency claim to which Agent or any Lender might otherwise be entitled but for such bidding at any such sale.

5.10.3 Extent of Liability; Contribution

(a) Notwithstanding anything herein to the contrary, each U.S. Domiciled Loan Party's liability under this Section 5.10 shall be limited to the greater of (i) all amounts for which such U.S. Domiciled Loan Party is primarily liable, as described below, and (ii) such U.S. Domiciled Loan Party's Allocable Amount.

(b) If any U.S. Domiciled Loan Party makes a payment under this Section 5.10 of any Secured Obligations (other than amounts for which such U.S. Domiciled Loan Party is primarily liable) (a "Guarantor Payment") that, taking into account all other Guarantor Payments previously or concurrently made by any other U.S. Domiciled Loan Party, exceeds the amount that such U.S. Domiciled Loan Party would otherwise have paid if each U.S. Domiciled Loan Party had paid the aggregate Secured Obligations satisfied by such Guarantor Payments in the same proportion that such U.S. Domiciled Loan Party's Allocable Amount bore to the total Allocable Amounts of all U.S. Domiciled Loan Parties, then such U.S. Domiciled Loan Party shall be entitled to receive contribution and indemnification payments from, and to be reimbursed by, each other U.S. Domiciled Loan Party for the amount of such excess, pro rata based upon their respective Allocable Amounts in effect immediately prior to such Guarantor Payment. The "Allocable Amount" for any U.S. Domiciled Loan Party shall be the maximum amount that could then be recovered from such U.S. Domiciled Loan Party under this Section 5.10 without rendering such payment voidable under Section 548 of the U.S. Bankruptcy Code or under any applicable state fraudulent transfer or conveyance act, or similar statute or common law.

(c) Nothing contained in this Section 5.10 shall limit the liability of any Loan Party to pay Loans made directly or indirectly to that Loan Party (including Loans advanced to any other Loan Party and then re-loaned or otherwise transferred to, or for the benefit of, such Loan Party), U.S. LC Obligations relating to U.S. Letters of Credit issued to support such Loan Party's business (in the case of a U.S. Borrower), Canadian LC Obligations relating to Canadian

Letters of Credit issued to support such Loan Party's business (in the case of a Canadian Borrower), and all accrued interest, fees, expenses and other related Secured Obligations with respect thereto, for which such Loan Party shall be primarily liable for all purposes hereunder.

5.10.4 Joint Enterprise. Each Borrower has requested that Agent and Lenders make this credit facility available to Borrowers on a combined basis, in order to finance Borrowers' business most efficiently and economically. Borrowers and Guarantors make up a related organization of various entities constituting a single economic and business enterprise so that Borrowers and Guarantors share an identity of interests such that any benefit received by any one of them benefits the others. Borrowers and Guarantors render services to or for the benefit of the other Borrowers and/or Guarantors, as the case may be, purchase or sell and supply goods to or from or for the benefit of the others, make loans, advances and provide other financial accommodations to or for the benefit of the other Borrowers and Guarantors (including inter alia, the payment by Borrowers and Guarantors of creditors of the other Borrowers or Guarantors and guarantees by Borrowers and Guarantors of indebtedness of the other Borrowers and Guarantors and provide administrative, marketing, payroll and management services to or for the benefit of the other Borrowers and Guarantors). Borrowers and Guarantors have centralized accounting and legal services, certain common officers and directors and generally do not provide consolidating financial statements to creditors. Borrowers acknowledge and agree that Agent's and Lenders' willingness to extend credit to Borrowers and to administer the Collateral on a combined basis, as set forth herein, is done solely as an accommodation to Borrowers and at Borrowers' request.

5.10.5 Subordination. Each Loan Party hereby subordinates any claims, including any rights at law or in equity to payment, subrogation, reimbursement, exoneration, contribution, indemnification or set off, that it may have at any time against any other Loan Party, howsoever arising, to the Full Payment of all Secured Obligations.

5.11 Currency Matters. Dollars are the currency of account and payment for each and every sum at any time due from Borrowers hereunder unless otherwise specifically provided in this Agreement, any other Loan Document or otherwise agreed to by Agent.

5.11.1 Each repayment of a Revolver Loan, U.S. LC Obligation or Canadian LC Obligation or a part thereof shall be made in the currency in which such Revolver Loan, U.S. LC Obligation or Canadian LC Obligation is denominated at the time of that repayment;

5.11.2 Each payment of interest shall be made in the currency in which the principal or other sum in respect of which such interest is denominated;

5.11.3 Each payment of fees by a U.S. Borrower pursuant to Section 3.2 shall be in Dollars;

5.11.4 Each payment of fees by a Canadian Borrower pursuant to Section 3.2 shall be in Canadian Dollars;

5.11.5 Each payment in respect of Extraordinary Expenses and any other costs, expenses and indemnities shall be made in the currency in which the same were incurred by the party to whom payment is to be made; and

5.11.6 Any amount expressed to be payable in Canadian Dollars shall be paid in Canadian Dollars.

No payment to any Credit Party (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Loan Party in respect of which it was made unless and until such Credit Party shall have received Full Payment in the currency in which such obligation or liability is payable pursuant to the above provisions of this Section 5.11. To the extent that the amount of any such payment shall, on actual conversion into such currency, fall short of such obligation or liability actual or contingent expressed in that currency, such Loan Party (together with the other Loan Parties within its Loan Party Group or other obligors pursuant to any Guarantee of the Obligations of such Loan Party Group) agrees to indemnify and hold harmless such Credit Party, with respect to the amount of the shortfall with respect to amounts payable by such Loan Party hereunder, with such indemnity surviving the termination of this Agreement and any legal proceeding, judgment or court order pursuant to which the original payment was made which resulted in the shortfall. To the extent that the amount of any such payment to a Credit Party shall, upon an actual conversion into such currency, exceed such obligation or liability, actual or contingent, expressed in that currency, such Credit Party shall return such excess to the members of the affected Borrower Group.

SECTION 6. CONDITIONS PRECEDENT

6.1 **Conditions Precedent to Initial Loans.** In addition to the conditions set forth in Section 6.2, Lenders shall not be required to fund any requested Loan, issue any Letter of Credit, or otherwise extend credit to Borrowers hereunder, until the date ("Closing Date") on which each of the following conditions has been satisfied (and with respect to deliveries of Loan Documents, each such delivery shall be fully-executed (where applicable) and in form and substance reasonably satisfactory to the Agent and its counsel):

(a) Loan Documents. Notes shall have been executed by each Borrower within a Borrower Group and delivered to each Applicable Lender that requests issuance of a Note at least three Business Days prior to the Closing Date. Each other Loan Document shall have been duly executed (where applicable) by each of the signatories thereto and delivered to the Agent, and each Loan Party shall be in compliance with all terms thereof.

(b) Deposit Account Control Agreements. Except as provided for on **Schedule 10.1.16(c)**, Agent shall have received evidence of the establishment of each Dominion Account and related lockboxes, together with fully-executed Deposit Account Control Agreements with respect thereto and covering the Deposit Accounts listed on Schedule 5 to the Perfection Certificate (other than Excluded Deposit Accounts).

(c) Securities Account Control Agreements. Agent shall have received fully-executed Securities Account Control Agreements covering the Securities Accounts listed on Schedule 5 to the Perfection Certificate.

(d) Joinder to Intercreditor Agreement. The Agent shall have entered into a joinder or amendment to the Intercreditor Agreement, in form and substance reasonably satisfactory to the Agent, and the Intercreditor Agreement shall be in full force and effect.

(e) Perfected First-Priority Liens. The Agent shall have received (i) reasonably satisfactory evidence that the Agent shall have a valid and perfected first priority (except as otherwise permitted hereunder) Lien, security interest and hypothecation in the Collateral (including acknowledgments of all filings or recordings necessary to perfect its Liens in the Collateral) and (ii) releases, satisfactions and payoff letters terminating all Liens on the Collateral arising under the Existing U.S. Credit Agreement, the Existing Canadian Credit Agreement and the ATB Financial Debt and all other Liens not permitted under Section 10.2.2.

(f) Lien Searches. The Agent shall have received UCC, PPSA, title and Lien searches and other evidence reasonably satisfactory to Agent that its Liens are the only Liens upon the Collateral, except Liens permitted under Section 10.2.2 and Liens being terminated under Section 6.1(e).

(g) Payment of Recording Costs. All filing and recording fees and taxes shall have been duly paid or arrangements satisfactory to the Agent shall have been made for the payment thereof.

(h) Closing Certificates. The Agent shall have received a certificate of each Loan Party, dated the Closing Date, substantially in the form of **Exhibit H-1** with respect to the Canadian Facility Loan Parties, and in the form of **Exhibit H-2** with respect to the U.S. Facility Loan Parties, with appropriate insertions, executed by the President or any Vice President and the Secretary or any Assistant Secretary of such Loan Party, and attaching the documents referred to in Section 6.1(i).

(i) Organic Documents; Incumbency. The Agent shall have received a copy of (i) each Organic Document of each Loan Party certified, to the extent applicable, as of a recent date by the applicable Governmental Authority, (ii) signature and incumbency certificates of the Senior Officers of each Loan Party executing the Loan Documents to which it is a party; (iii) resolutions of the Board of Directors or similar governing body of each Loan Party (A) approving and authorizing the execution, delivery and performance of the Loan Documents to which it is a party and (B) in the case of each Borrower, the extensions of credit contemplated hereunder, certified as of the Closing Date by its secretary or an assistant secretary as being in full force and effect without modification or amendment and (d) a good standing certificate (or other similar instrument) from the applicable Governmental Authority of each Loan Party's jurisdiction of incorporation, organization or formation.

(j) Fees. The Joint Lead Arrangers and the Agent shall have received the fees to be received on the Closing Date set forth in the Fee Letter. The Lenders shall have received the fees in the amounts previously agreed in writing by the Agent, the Borrowers and such Lenders to be received on the Closing Date, and all reasonable and documented out-of-pocket expenses of the Agent (including the reasonable and documented fees, disbursements and other charges of counsel (which shall be limited to the reasonable and documented out-of-pocket legal fees and expenses of Vinson & Elkins LLP, counsel to Agent, Ogilvy Renault LLP, Canadian counsel to Agent, and, if necessary, of one local counsel in each other relevant jurisdiction (which may include a local counsel acting in multiple jurisdictions)) for which invoices have been presented prior to the Closing Date shall have been paid.

(k) Solvency Certificate. On the Closing Date, the Agent shall have received a certificate from a Senior Officer of the Loan Party Agent, with appropriate attachments and demonstrating that after giving effect to the consummation of the transactions contemplated by this Agreement, the Borrowers and the Guarantors, taken as a whole, are Solvent.

(l) Historical Financial Statements. Lenders shall have received the Historical Financial Statements.

(m) Financial Projections. The Agent shall have received financial projections of the Borrowers, which shall be reasonably acceptable to the Agent (and the Agent hereby acknowledges that it has received the same prior to the date hereof).

(n) Insurance. Certificates of insurance evidencing the existence of insurance to be maintained by the Loan Parties pursuant to Section 10.1.5 and, if applicable, the designation of the Agent as loss payee as its interest may appear thereunder, in each case, in form and substance satisfactory to the Agent.

(o) Borrowing Base Certificate. The Agent shall have received a Borrowing Base Certificate setting forth the Canadian Borrowing Base and the U.S. Borrowing Base, in each case, effective as of April 30, 2011.

(p) Perfection Certificate. The Loan Party Agent shall deliver to the Agent a completed Perfection Certificate, executed and delivered by a Senior Officer of the Loan Party Agent, together with all attachments contemplated thereby.

(q) Legal Opinions. The Agent shall have received reasonably satisfactory opinions of counsel to the Loan Parties, in each case, customary for transactions of this type (which shall cover, among other things, authority, legality, validity, binding effect and enforceability of the Loans and the creation and perfection of Liens in the Collateral) and of appropriate local counsel (including Canadian counsel of applicable jurisdictions).

(r) No Material Adverse Change. There shall not have occurred since December 31, 2010 any Material Adverse Change or any event or condition that has had or could be reasonably expected, either individually or in the aggregate, to have a Material Adverse Effect.

(s) Excess Availability. Upon giving effect to the initial funding of Loans and issuance of Letters of Credit, and the payment by the Borrowers of all fees and expenses incurred in connection herewith and due on the Closing Date, as well as the amount of any payables stretched beyond their customary payment practices, Excess Availability shall be at least \$300,000,000.

(t) No Litigation. There shall be no action, suit, investigation litigation or proceeding pending or threatened in any court or before any arbitrator or Governmental Authority that could reasonably be expected to have a Material Adverse Effect.

(u) Third-Party Consents. The Agent shall have received a certificate of a Senior Officer of each Loan Party either (i) attaching copies of all consents, licenses and

approvals required or appropriate to be obtained from any Governmental Authority or other third-party in connection with the execution, delivery and performance by and the validity against each Loan Party of the Loan Documents to which it is a party, and such consents, licenses and approvals shall be in full force and effect, or (ii) stating that no such consents, licenses or approvals are so required.

(v) Payment of Existing Indebtedness. The ATB Financial Debt and all Indebtedness arising under the Existing Canadian Credit Agreement and the Existing U.S. Credit Agreement shall have been repaid in full or shall be repaid in full with the proceeds of the initial Loans, and the Agent shall have received payoff letters or similar agreements which evidence the foregoing.

6.2 Conditions Precedent to All Credit Extensions. The Agent, Fronting Bank and Lenders shall not be required to fund any Loans, arrange for issuance of any Letters of Credit or grant any other accommodation to or for the benefit of Borrowers (including the initial Loans on the Closing Date), unless the following conditions are satisfied:

(a) No Default or Event of Default shall exist at the time of, or result from, such funding, issuance or grant;

(b) The representations and warranties of each Loan Party in the Loan Documents shall be true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, in all respects) as of the date of such extension of credit (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date);

(c) Excess Availability of not less than the amount of the proposed Borrowing shall exist;

(d) Both immediately before and immediately after giving effect thereto, no Canadian Overadvance or U.S. Overadvance shall exist or would result therefrom and the Total Revolver Exposure would not exceed the Maximum Facility Amount;

(e) With respect to the issuance of a Letter of Credit, the Canadian LC Conditions or the U.S. LC Conditions, as applicable, shall be satisfied; and

(f) With respect to the funding of any Canadian Revolver Loan, arrangement for issuance of any Canadian Letter of Credit or grant any other accommodation to or for the benefit of any Canadian Borrower, the requirements of Section 2.3 are satisfied.

Each request (or any deemed request, except a deemed request in connection with a Protective Advance or pursuant to Sections 2.2.2(a) or 2.2.5(a)) by Loan Party Agent or any Borrower for funding of a Loan, issuance of a Letter of Credit or grant of an accommodation shall constitute a representation by all Borrowers that the foregoing conditions are satisfied on the date of such request and on the date of such funding, issuance or grant.

SECTION 7. COLLATERAL

7.1 Grant of Security Interest. (a) To secure the prompt payment and performance of all Secured Obligations (including all Secured Obligations of the Guarantors) whether arising under the Credit Documents or otherwise, each U.S. Domiciled Loan Party hereby grants to the Agent, for the benefit of the Secured Parties, and (b) to secure the prompt payment and performance of its Applicable Canadian Borrower Secured Obligations, each Canadian Domiciled Loan Party hereby grants to the Agent, for the benefit of the Canadian Facility Secured Parties, in each case, a continuing security interest in and Lien upon all of the following Property of such Loan Party, whether now owned or hereafter acquired, and wherever located:

- (i) all Accounts;
- (ii) all Inventory or Documents, customs receipts, insurance certificates, shipping documents and other written materials related to the purchase or import of any Inventory;
- (iii) all Specified Revolving Credit Collateral;
- (iv) all Deposit Accounts (other than the Net Available Cash Account, to the extent that it constitutes a Deposit Account) and Securities Accounts (other than the Net Available Cash Account, to the extent it constitutes a Securities Account), including all cash, marketable securities, securities entitlements, financial assets and other funds held in or on deposit in any of the foregoing;
- (v) monies, cash and deposits;
- (vi) all Records, Supporting Obligations and related Letter-of-Credit Rights, Commercial Tort Claims or other claims and causes of action, in each case, to the extent not primarily related to Notes Priority Lien Collateral; and
- (vii) to the extent not otherwise included, all substitutions, replacements, accessions, products and proceeds (including, insurance proceeds, investment property, licenses, royalties, income, payments, claims, damages and proceeds of suit) of any or all of the foregoing.

7.2 Lien on Deposit Accounts; Cash Collateral.

7.2.1 Deposit Accounts. (a) To further secure the prompt payment and performance of all Secured Obligations, each U.S. Domiciled Loan Party hereby grants to the Agent, for the benefit of the Secured Parties, and (b) to further secure the prompt payment and performance of all Canadian Facility Secured Obligations, each Canadian Domiciled Loan Party hereby grants to Agent, for the benefit of the Canadian Facility Secured Parties, in each case, a continuing security interest in and Lien on all amounts credited to any Deposit Account and Dominion Account of such Loan Party, including any sums in any blocked or lockbox accounts or in any accounts into which such sums are swept. Each Loan Party hereby authorizes and directs each bank or other depository to deliver to the Agent, upon request, all balances (other than the minimum balances required to be retained therein by the related depository bank and

agreed to by the Agent) in any Deposit Account and Dominion Account maintained by such Loan Party, without inquiry into the authority or right of Agent to make such request.

7.2.2 Cash Collateral. Any Cash Collateral may be invested, at Agent's discretion, in Permitted Investments, but Agent shall have no duty to do so, regardless of any agreement or course of dealing with any Loan Party, and shall have no responsibility for any investment or loss. To further secure the prompt payment and performance of all Secured Obligations, each U.S. Domiciled Loan Party hereby grants to Agent, for the benefit of the Secured Parties, and to further secure the prompt payment and performance of all Canadian Facility Secured Obligations, each Canadian Domiciled Loan Party hereby grants to Agent, for the benefit of the Canadian Facility Secured Parties, in each case, a continuing security interest in and Lien on all Cash Collateral held by such Loan Party from time to time and all proceeds thereof, whether such Cash Collateral is held in a Cash Collateral Account or otherwise. Agent may apply Cash Collateral of a U.S. Domiciled Loan Party to the payment of any Secured Obligations, and may apply Cash Collateral of a Canadian Domiciled Loan Party to the payment of any Canadian Facility Secured Obligations, in each case, in such order as Agent may elect, as they become due and payable. Each Cash Collateral Account and all Cash Collateral shall be under the sole dominion and control of Agent. No U.S. Domiciled Loan Party or other Person claiming through or on behalf of any U.S. Domiciled Loan Party shall have any right to any Cash Collateral, until Full Payment of all Secured Obligations. No Canadian Domiciled Loan Party or other Person claiming through or on behalf of any Canadian Domiciled Loan Party shall have any right to any Cash Collateral, until Full Payment of all Canadian Facility Secured Obligations.

7.3 Pledged Collateral

7.3.1 Pledged Stock and Debt Securities. As security for the payment or performance, as the case may be, in full of its Applicable Canadian Borrower Secured Obligations, each Canadian Borrower hereby assigns and pledges to Agent, its successors and assigns, for the benefit of the Canadian Facility Secured Parties, and hereby grants to Agent, its successors and assigns, for the benefit of the Canadian Facility Secured Parties, a security interest in, all of such Canadian Borrower's right, title and interest in, to and under (a) the Stock now owned or at any time hereafter acquired by such Canadian Borrower (except for any Stock which such Canadian Borrower owns in an entity that is not a Subsidiary of such Canadian Borrower or that is a Subsidiary of such Canadian Borrower and for which such Canadian Borrower's pledge hereunder would require third-party consent that is not reasonably obtainable), including the Stock set forth opposite the name of such Canadian Borrower on **Schedule 7.3**, and all certificates and other instruments representing such Stock (collectively, the "**Pledged Stock**"); (b) the debt securities now owned or at any time hereafter acquired by such Canadian Borrower, including the debt securities set forth opposite the name of such Canadian Borrower on **Schedule 7.3**, and all promissory notes and other instruments evidencing such debt securities (collectively, the "**Pledged Debt Securities**"); (c) all other property that may be delivered to and held by the Agent pursuant to the terms of this Section; (d) subject to Section 7.3.5, all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other proceeds received in respect of, the securities and instruments referred to in clauses (a) and (b) above; (e) subject to Section 7.3.5, all rights and privileges of such Canadian Borrower with respect to the securities, instruments and

other property referred to in clauses (a), (b), (c) and (d) above; and (f) all proceeds of any and all of the foregoing (the items referred to in clauses (a) through (f) above being collectively referred to as the “Pledged Collateral”).

7.3.2 Delivery of the Pledged Collateral.

(a) Each Canadian Borrower agrees to deliver or cause to be delivered to the Agent any and all Pledged Collateral at every time owned by such Canadian Borrower promptly following its acquisition thereof.

(b) Each Canadian Borrower will cause (i) all Indebtedness of any Subsidiary or any other of its Affiliates and (ii) all Debt of any other person in a principal amount of \$1,000,000 or more that, in each case, is owing to such Canadian Borrower to be evidenced by a duly executed promissory note that is pledged and delivered to Agent pursuant to the terms hereof.

(c) Upon delivery to Agent, (i) any Pledged Stock shall be accompanied by undated stock powers duly executed by the Applicable Canadian Borrower in blank or other instruments of transfer satisfactory to Agent and by such other instruments and documents as Agent may reasonably request and (ii) all other property comprising part of the Pledged Collateral shall be accompanied by undated proper instruments of assignment duly executed by the Applicable Canadian Borrower in blank and by such other instruments and documents as Agent may reasonably request. Each delivery of Pledged Collateral after the date hereof shall be accompanied by a schedule describing the Pledged Collateral so delivered, which schedule shall be attached to **Schedule 7.3** and made a part hereof; *provided* that failure to attach any such schedule hereto or any error in a schedule so attached shall not affect the validity of the pledge of any Pledged Collateral.

7.3.3 Pledge Related Representations, Warranties and Covenants. Each Canadian Borrower hereby represents, warrants and covenants to the Agent and the Secured Parties that:

(a) **Schedule 7.3** sets forth a true and complete list of (i) all the Stock owned by such Canadian Borrower and the percentage of the issued and outstanding units of each class of the Stock of the issuer thereof represented by the Pledged Stock owned by such Canadian Borrower and required to be pledged hereunder and (ii) all debt securities owned by such Canadian Borrower, and all promissory notes and other instruments evidencing such debt securities which are required to be pledged hereunder. **Schedule 7.3** sets forth all Stock, debt securities and promissory notes required to be pledged hereunder.

(b) The Pledged Stock and Pledged Debt Securities have been duly and validly authorized and issued by the issuers thereof and (i) in the case of Pledged Stock, are fully paid and nonassessable and (ii) in the case of Pledged Debt Securities, are legal, valid and binding obligations of the issuers thereof, subject to applicable bankruptcy, reorganization, insolvency, fraudulent conveyance and transfer, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law).

(c) Except for the security interests granted hereunder, the Applicable Canadian Borrower (i) is and, subject to any transfers or dispositions made in compliance with this Agreement, will continue to be the direct owner, beneficially and of record, of the Pledged Collateral listed on **Schedule 7.3**, (ii) holds the same free and clear of all Liens (other than the Liens permitted pursuant to Section 10.2.2 and other Liens or transfers or dispositions permitted under this Agreement), (iii) will make no assignment, pledge, hypothecation or transfer of, or create or permit to exist any security interest in or other Lien on, the Pledged Collateral (other than the Liens permitted pursuant to Section 10.2.2 and other Liens or transfers or dispositions permitted under this Agreement) and (iv) will defend its title or interest thereto or therein against any and all Liens (other than the Liens permitted pursuant to Section 10.2.2 and other Liens or transfers or dispositions permitted under this Agreement), however arising, of all persons whomsoever.

(d) Each Canadian Borrower has the power and authority to pledge the Pledged Collateral pledged by it hereunder in the manner hereby done or contemplated.

(e) No Governmental Approval or any other action by any Governmental Authority and no consent or approval of any securities exchange or any other person (including stockholders, partners, members or creditors of the Applicable Canadian Borrower) is or will be required for the validity of the pledge effected hereby (other than such as have been obtained and are in full force and effect).

(f) By virtue of the execution and delivery by each Canadian Borrower of this Agreement (or a supplement or joinder to this Agreement, substantially in the form of **Exhibit I**) or, when any Pledged Collateral of such Canadian Borrower is delivered to Agent (or its gratuitous bailee) in accordance with this Agreement, Agent will obtain a legal, valid and perfected lien upon and security interest in such Pledged Collateral as security for the payment and performance of its Applicable Canadian Borrower Secured Obligations.

7.3.4 Registration in Nominee Name; Denominations. Agent shall have the right (in its sole and absolute discretion) to hold the Pledged Collateral in its own name as pledgee, in the name of its nominee (as pledgee or as sub-agent) or in the name of the Applicable Canadian Borrower, endorsed or assigned in blank or in favor of Agent. Each Canadian Borrower will promptly give to Agent copies of any notices or other communications received by it with respect to its Pledged Collateral. Agent shall at all times have the right to exchange the certificates representing Pledged Collateral for certificates of smaller or larger denominations for any purpose consistent with this Agreement.

7.3.5 Voting Rights; Dividends and Interest.

(a) Unless and until an Event of Default shall have occurred and be continuing and Agent shall have notified the Applicable Canadian Borrower that its rights under this Section are being suspended:

(i) The Applicable Canadian Borrower shall be entitled to exercise any and all voting and other consensual rights and powers inuring to an owner of Pledged Collateral or any part thereof for any purpose consistent with the terms of this Agreement

and the other Loan Documents; *provided* that such rights and powers shall not be exercised in any manner that could materially and adversely affect the rights inuring to a holder of any Pledged Collateral or the rights and remedies of Agent or any other Secured Party under this Agreement or any other Loan Document or the ability of the Secured Parties to exercise the same.

(ii) Agent shall execute and deliver to the Applicable Canadian Borrower, or cause to be executed and delivered to the Applicable Canadian Borrower, all such proxies, powers of attorney and other instruments as the Applicable Canadian Borrower may reasonably request for the purpose of enabling the Applicable Canadian Borrower to exercise the voting and other consensual rights and powers it is entitled to exercise pursuant to paragraph (i) above.

(iii) The Applicable Canadian Borrower shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of its Pledged Collateral to the extent and only to the extent that such dividends, interest, principal and other distributions are permitted by, and otherwise paid or distributed in accordance with, the terms and conditions of this Agreement, the other Loan Documents and applicable laws; *provided* that any noncash dividends, interest, principal or other distributions that would constitute Pledged Stock or Pledged Debt Securities, whether resulting from a subdivision, combination or reclassification of the outstanding Stock of the issuer of any Pledged Collateral or received in exchange for Pledged Collateral or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be and become part of the Pledged Collateral and, if received by the Applicable Canadian Borrower, shall be held in trust for the benefit of the Agent, shall be segregated from other property or funds of the Applicable Canadian Borrower and shall be forthwith delivered to the Agent upon demand in the same form as so received (with any necessary endorsement).

(b) Upon the occurrence and during the continuance of an Event of Default, after Agent shall have notified the Applicable Canadian Borrower of the suspension of its rights under paragraph (a)(iii) of this Section, all rights of the Applicable Canadian Borrower to dividends, interest, principal or other distributions that the Applicable Canadian Borrower is authorized to receive pursuant to paragraph (a)(iii) of this Section shall cease, and all such rights shall thereupon become vested in Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions. All dividends, interest, principal or other distributions received by the Applicable Canadian Borrower contrary to the provisions of this Section shall be held in trust for the benefit of Agent, shall be segregated from other property or funds of the Applicable Canadian Borrower and shall be forthwith delivered to Agent upon demand in the same form as so received (with any necessary endorsement). Any and all money and other property paid over to or received by Agent pursuant to the provisions of this paragraph shall be retained by Agent in an account to be established by Agent upon receipt of such money or other property, shall be held as security for the Applicable Canadian Borrower Secured Obligations and shall be applied in accordance with the provisions of Section 5.6. After all Events of Default have been cured or waived and Agent shall have received a certificate from a Senior Officer of Loan Party Agent to that effect, Agent

shall promptly remit to the Applicable Canadian Borrower (without interest) all dividends, interest, principal or other distributions that the Applicable Canadian Borrower would otherwise be permitted to retain pursuant to the terms of paragraph (a)(iii) of this Section and that remain in such account.

(c) Upon the occurrence and during the continuance of an Event of Default, after Agent shall have notified the Applicable Canadian Borrower of the suspension of its rights under paragraph (a)(i) of this Section, all rights of the Applicable Canadian Borrower to exercise the voting and other consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section, and the obligations of Agent under paragraph (a)(ii) of this Section, shall cease, and all such rights shall thereupon become vested in Agent, which shall have the sole and exclusive right and authority to exercise such voting and other consensual rights and powers; *provided* that, unless otherwise directed by the Required Lenders, Agent shall have the right from time to, in its sole discretion, notwithstanding the continuance of an Event of Default, to permit the Applicable Canadian Borrower to exercise such rights and powers.

7.4 Other Collateral

7.4.1 Commercial Tort Claims. Loan Party Agent shall within 10 days of a Senior Officer becoming aware thereof notify Agent in writing if any Loan Party has a Commercial Tort Claim (other than, as long as no Default or Event of Default exists, Commercial Tort Claims reasonably expected to result in awarded damages (net of anticipated legal expenses relating thereto) of less than \$1,000,000 in aggregate) and, upon Agent's request, shall promptly take such actions as Agent deems appropriate to confer upon Agent (for the benefit of Secured Parties) a duly perfected, first priority Lien upon such claim.

7.4.2 Certain After-Acquired Collateral. Loan Party Agent shall notify Agent in writing within 30 days if, after the Closing Date, any Loan Party obtains any interest in any Property consisting of (a) Deposit Accounts other than Excluded Deposit Accounts, (b) Chattel Paper, (c) negotiable Documents, (d) promissory notes and other Instruments (other than checks) or (d) Investment Property consisting of any Securities Account and, upon Agent's reasonable request, shall promptly take such actions as Agent reasonably deems appropriate to effect Agent's duly perfected, first priority Lien upon such Collateral (so long as it does not constitute Notes Priority Lien Collateral), including obtaining any appropriate possession, control agreement or lien waiver (it being understood that there shall be no requirement to obtain lien waivers not obtainable with commercially reasonable efforts), as appropriate and/or executing such additional Security Documents as may be reasonably requested by Agent. If any Collateral is in the possession of a third party, at Agent's request, the applicable Loan Party having rights in such Collateral shall use commercially reasonable efforts to obtain a Collateral Access Agreement in favor of the Agent in each case to the extent the Cost of Inventory held by such third person exceeds \$1,000,000 in the aggregate.

7.5 Limitation on Permitted Discretion

(a) The Agent shall have the right to establish, modify or eliminate Reserves against Eligible Accounts and Eligible Inventory from time to time in its Permitted Discretion. In addition, the Agent reserves the right, at any time and from time to time after the Closing

Date, to adjust any of the applicable criteria, to establish new criteria and to adjust advance rates with respect to Eligible Accounts and Eligible Inventory, in its Permitted Discretion, subject to Section 14.1.1.

(b) Notwithstanding the foregoing or any provision in this Agreement to the contrary, circumstances, conditions, events or contingencies arising prior to the Closing Date and disclosed to the Agent prior to the Closing Date shall not be the basis for any establishment or modification of Reserves, eligibility criteria or advance rates unless (i) in the case of Reserves and eligibility criteria, such Reserves or eligibility criteria were established on the Closing Date or (ii) such circumstances, conditions, events or contingencies shall have changed in any material respect since the Closing Date.

(c) Any exercise of Permitted Discretion with respect to Reserves shall be based on a good faith reasonable determination of the Agent that (i) the circumstances, conditions, events or contingencies giving rise thereto will or reasonably could be expected to adversely affect a material portion of the value of the Eligible Accounts or Eligible Inventory in either the Canadian Borrowing Base or the U.S. Borrowing Base, the enforceability or priority of the Agent's Liens thereon or the amount the Secured Parties would likely receive in the liquidation of any material portion of Eligible Accounts or Eligible Inventory in either the Canadian Borrowing Base or the U.S. Borrowing Base and (ii) the proposed action to be taken by the Agent to mitigate the effects described in clause (i) (including the amount of any Reserves) bears a reasonable relationship to the circumstance, condition, event or other contingency that is the basis therefor.

(d) Upon delivery of notice to the Loan Party Agent by the Agent of its intent to establish or increase Reserves, the Agent shall be available to discuss the proposed Reserves or increase, and Borrowers may take such action as may be required so that the circumstance, condition, event or other contingency that is the basis for such Reserves or increase no longer exists, in a manner and to the extent reasonably satisfactory to the Agent in the exercise of its Permitted Discretion. In no event shall such notice and opportunity limit the right of the Agent to establish or change such Reserves, unless the Agent shall have determined in its Permitted Discretion that the circumstance, condition, event or other contingency that is the basis for such new Reserves or such change no longer exists or has otherwise been adequately addressed by Borrowers.

7.6 No Assumption of Liability. The Lien on Collateral granted hereunder is given as security only and shall not subject Agent or any Lender to, or in any way modify, any obligation or liability of Loan Parties relating to any Collateral.

7.7 Further Assurances. Promptly upon Agent's request, and subject to the other provisions of this Section 7, Loan Party Agent shall deliver such instruments, assignments, title certificates, or other documents or agreements, and shall take such actions, as Agent reasonably deems appropriate under Applicable Law to evidence or perfect its Lien on any Collateral, or otherwise to give effect to the intent of this Agreement.

SECTION 8. COLLATERAL ADMINISTRATION

8.1 Administration of Accounts

8.1.1 Records and Schedules of Accounts. Each Loan Party shall keep accurate and complete records of its Accounts, including all payments and collections thereon, and shall submit to Agent sales, collection, reconciliation and other reports in form reasonably satisfactory to Agent in accordance with Section 10.1.1(g). If the collectability of Accounts of any Borrower Group in an aggregate face amount exceeding \$10,000,000 is impaired, Loan Party Agent shall notify Agent of such occurrence promptly (and in any event within one Business Day) after any Loan Party has knowledge thereof.

8.1.2 Taxes. If an Account of any Loan Party includes a charge for any Taxes, Agent is authorized, in its discretion, if the applicable Loan Party has not paid such Taxes when due, to pay the amount thereof to the proper Governmental Authority for the account of such Loan Party and to charge the Loan Parties therefor; *provided, however*, that neither Agent nor Lenders shall be liable for any Taxes that may be due from the Loan Parties or with respect to any Collateral.

8.1.3 Account Verification. During a Default, Event of Default or Cash Dominion Event, Agent shall have the right, in the name of Agent, any designee of Agent or any Loan Party, to verify the validity, amount or any other matter relating to any Accounts of the Loan Parties by mail, telephone or otherwise. Loan Parties shall cooperate fully with Agent in an effort to facilitate and promptly conclude any such verification process.

8.1.4 Maintenance of Dominion Accounts. Borrowers shall maintain Dominion Accounts pursuant to lockbox or other arrangements reasonably acceptable to Agent. Borrowers shall obtain a Deposit Account Control Agreement from each lockbox servicer and Dominion Account bank, establishing Agent's control over and Lien in the lockbox or Dominion Account, requiring immediate deposit of all remittances received in the lockbox to a Dominion Account and waiving offset rights of such servicer or bank, except for customary administrative charges. If a Dominion Account is not maintained with Bank of America, Agent may, during the existence of any Cash Dominion Event, require immediate transfer of all funds in such account to a Dominion Account maintained with Bank of America. Agent and Lenders assume no responsibility to Borrowers for any lockbox arrangement or Dominion Account, including any claim of accord and satisfaction or release with respect to any Payment Items accepted by any bank.

8.1.5 Proceeds of Collateral. Borrowers shall request in writing and otherwise take all necessary steps to ensure that all payments on Accounts or otherwise relating to Collateral are made directly to a Dominion Account (or a lockbox relating to a Dominion Account). If any Borrower or Subsidiary receives cash or Payment Items with respect to any Collateral, it shall hold same in trust for Agent and within one (1) Business Day deposit same into a Dominion Account.

8.2 Administration of Inventory.

8.2.1 Records and Reports of Inventory. Each Loan Party shall keep accurate and complete records of its Inventory, including costs and daily withdrawals and additions, and shall submit to Agent inventory and reconciliation reports (which reports shall set forth the Inventory information by location) in form reasonably satisfactory to Agent in accordance with Section 10.1.1(g).

8.2.2 Returns of Inventory. No Loan Party shall return any Inventory to a supplier, vendor or other Person, whether for cash, credit or otherwise, unless (a) such return is in the Ordinary Course of Business; (b) no Default, Event of Default or Overadvance exists or would result therefrom; (c) Agent is promptly notified if the aggregate value of all Inventory returned in any month exceeds \$25,000,000, in aggregate; and (d) any payment received by a Loan Party for a return is promptly remitted to Agent for application to the Obligations in accordance with Section 5.5 or 5.6, as applicable.

8.2.3 Storage and Maintenance. Loan Parties shall use, store and maintain all Inventory with reasonable care and caution, in accordance with applicable standards of any insurance and in conformity in all material respects with all Applicable Law, including the FLSA, if applicable, and shall make current rent payments (within applicable grace periods provided for in leases) at all locations where any Collateral is located.

8.3 Administration of Deposit Accounts. Schedule 8.3 sets forth all Deposit Accounts maintained by Borrowers as of the date hereof, including all Dominion Accounts. Each Borrower shall take all actions necessary to establish Agent's control of each such Deposit Account through a Deposit Account Control Agreement (other than Excluded Deposit Accounts). A Borrower shall be the sole account holder of each Deposit Account and shall not allow any other Person (other than Agent) to have control over a Deposit Account or any Property deposited therein. Notwithstanding the preceding sentence, a U.S. Facility Loan Party may establish a deposit account that does not contain proceeds of Loans, Inventory, Accounts or Specified Revolving Credit Collateral, which deposit account shall be (a) identified as such in writing to the Agent and (b) solely for the deposit of proceeds from the sale of Notes Priority Collateral pending final application thereof to the Senior Secured Notes (such account, the "Net Available Cash Account"). Loan Party Agent shall promptly notify Agent of any opening or closing of a Deposit Account and, with the consent of Agent, will amend Schedule 8.3 to reflect same.

8.4 General Provisions.

8.4.1 Location of Collateral. All tangible items of Collateral, other than Inventory in transit, shall at all times be kept by Loan Parties at the Borrowers' business locations set forth in Schedule 8.4.1, except that Loan Parties may (a) make sales or other dispositions of Collateral in accordance with Section 10.2.4; (b) in the case of any U.S. Facility Loan Party, move Collateral to another location in the United States and (c) in the case of a Canadian Domiciled Loan Party, move Collateral to another location in Canada set forth on Schedule 8.4.1 or, (i) upon 15 Business Days prior written notice to Agent, and (ii) so long as all

actions shall have been taken prior to such move to ensure that the Agent has a perfected first priority security interest in and Lien on such Collateral, any other location in Canada.

(a) Each Borrower shall maintain insurance with respect to the Collateral, covering casualty, hazard, theft, malicious mischief, flood and other risks, in amounts, with endorsements and with insurers (having a Best's Financial Strength Rating of at least VII, unless otherwise approved by Agent) as are reasonably satisfactory to Agent. From time to time upon request, Borrowers shall deliver to Agent the originals or certified copies of their insurance policies and updated flood plain searches. Unless Agent shall agree otherwise, each policy shall include satisfactory endorsements (i) showing Agent as loss payee or additional insured, as appropriate; (ii) requiring 10 days prior written notice to Agent (or such shorter period as agreed to by Agent) in the event of cancellation of the policy for any reason whatsoever; and (iii) specifying that the interest of Agent shall not be impaired or invalidated by any act or neglect of any Borrower or the owner of the Property, nor by the occupation of the premises for purposes more hazardous than are permitted by the policy. If any Borrower fails to provide and pay for any insurance, Agent may, at its option, but shall not be required to, procure the insurance and charge such Borrower therefor. Each Borrower agrees to deliver to Agent, promptly upon the request of Agent, copies of all reports made to insurance companies. While no Event of Default exists, Borrowers may settle, adjust or compromise any insurance claim, as long as the proceeds are delivered to Agent. If an Event of Default has occurred and is continuing, only Agent shall be authorized to settle, adjust and compromise such claims.

8.4.2 Protection of Collateral. All expenses of protecting, storing, warehousing, insuring, handling, maintaining and shipping any Collateral of a Loan Party Group, all Taxes payable with respect to any Collateral of a Loan Party Group (including any sale thereof), and all other payments required to be made by Agent to any Person to realize upon any Collateral of a Loan Party Group, shall be borne and paid by Loan Parties of such Loan Party Group. Agent shall not be liable or responsible in any way for the safekeeping of any Collateral, for any loss or damage thereto (except for reasonable care in its custody while Collateral is in Agent's actual possession), for any diminution in the value thereof, or for any act or default of any warehouseman, carrier, forwarding agency or other Person whatsoever, but the same shall be at Loan Parties' sole risk.

8.4.3 Defense of Title to Collateral. Each Loan Party shall at all times (a) defend its title to Collateral and Agent's Liens therein against all Persons, claims and demands whatsoever, except Permitted Liens.

8.5 Power of Attorney. Each Loan Party hereby irrevocably constitutes and appoints Agent (and all Persons designated by Agent) as such Loan Party's true and lawful attorney (and agent-in-fact), coupled with an interest, for the purposes provided in this Section. Agent, or Agent's designee, may, without notice and in either its or a Loan Party's name, but at the cost and expense of Loan Parties within such Loan Party's Loan Party Group:

(a) Endorse a Loan Party's name on any Payment Item or other proceeds of Collateral (including proceeds of insurance) that come into Agent's possession or control; and

(b) During an Event of Default, (i) notify any Account Debtors of the assignment of their Accounts, demand and enforce payment of Accounts by legal proceedings or otherwise, and generally exercise any rights and remedies with respect to Accounts; (ii) settle, adjust, modify, compromise, discharge or release any Accounts or other Collateral, or any legal proceedings brought to collect Accounts or Collateral; (iii) sell or assign any Accounts and other Collateral upon such terms, for such amounts and at such times as Agent deems advisable; (iv) collect, liquidate and receive balances in Deposit Accounts or Securities Accounts, and take control, in any manner, of proceeds of Collateral; (v) prepare, file and sign a Loan Party's name to a proof of claim or other document in a bankruptcy of an Account Debtor, or to any notice, assignment or satisfaction of Lien or similar document; (vi) receive, open and dispose of mail addressed to a Loan Party, and notify postal authorities to deliver any such mail to an address designated by Agent; (vii) endorse any Chattel Paper, Document, Instrument, bill of lading, or other document or agreement relating to any Accounts, Inventory or other Collateral; (viii) use a Loan Party's stationery and sign its name to verifications of Accounts and notices to Account Debtors; (ix) use information contained in any data processing, electronic or information systems relating to Collateral; (x) make and adjust claims under insurance policies; (xi) take any action as may be necessary or appropriate to obtain payment under any letter of credit, banker's acceptance or other instrument for which a Loan Party is a beneficiary; and (xii) take all other actions as Agent reasonably deems appropriate to fulfill any Loan Party's obligations under the Loan Documents.

SECTION 9. REPRESENTATIONS AND WARRANTIES

9.1 General Representations and Warranties. In order to induce the Lenders to enter into this Agreement, to make the Loans and issue or participate in Letters of Credit as provided for herein, each Borrower (with respect to itself and its subsidiaries) makes the following representations and warranties to, and agreements with, the Lenders, all of which shall survive the execution and delivery of this Agreement and the making of the Loans and the issuance of the Letters of Credit:

9.1.1 Corporate Status. Each Borrower and each Material Subsidiary (a) is a duly organized and validly existing corporation or other entity in good standing under the laws of the jurisdiction of its organization and has the corporate or other organizational power and authority to own its property and assets and to transact the business in which it is engaged and (b) has duly qualified and is authorized to do business and in good standing in all jurisdictions where it is required to be so qualified, except where the failure to be so qualified could not reasonably be expected to result in a Material Adverse Effect.

9.1.2 Corporate Power and Authority. Each Loan Party has the corporate or other organizational power and authority to execute, deliver and carry out the terms and provisions of the Loan Documents to which it is a party and has taken all necessary corporate or other organizational action to authorize the execution, delivery and performance of the Loan Documents to which it is a party. Each Loan Party has duly executed and delivered each Loan Document to which it is a party and each such Loan Document constitutes the legal, valid and binding obligation of such Loan Party enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and subject to general principles of equity. Each Loan Party is in

compliance with all laws, orders, writs and injunctions except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

9.1.3 No Violation. Neither the execution, delivery or performance by any Loan Party of the Loan Documents to which it is a party nor compliance with the terms and provisions thereof nor the consummation of the transactions contemplated hereby or thereby will (a) contravene any applicable provision of any material law, statute, rule, regulation, order, writ, injunction or decree of any court or governmental instrumentality applicable to such Loan Party, (b) result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any Lien upon any of the property or assets of such Loan Party or any of the Restricted Subsidiaries (other than Liens created under the Loan Documents) pursuant to, the terms of any material indenture, loan agreement, lease agreement, mortgage, deed of trust, agreement or other material instrument to which such Loan Party or any of the Restricted Subsidiaries is a party or by which it or any of its property or assets is bound or (c) violate any provision of the Organic Documents of such Loan Party or any of the Restricted Subsidiaries.

9.1.4 Litigation. There are no actions, suits or proceedings (including Environmental Claims) pending or, to the knowledge of such Borrower, threatened with respect to such Borrower or any of its Subsidiaries that could reasonably be expected to result in a Material Adverse Effect or a Material Adverse Change.

9.1.5 Margin Regulations. Neither such Borrower nor any of its Subsidiaries is engaged principally, as one or more of its important activities, in the business of extending credit for the purpose of purchasing any "margin stock" as defined in Regulation U. Neither the making of any Loan hereunder nor the use of the proceeds thereof will violate the provisions of Regulation T, U or X of the Board of Governors.

9.1.6 Governmental Approvals. The execution, delivery and performance of each Loan Document does not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except for (a) such as have been obtained or made and are in full force and effect, (b) filings and recordings in respect of the Liens created pursuant to the Loan Documents and (c) such licenses, approvals, authorizations or consents the failure to obtain or make could not reasonably be expected to have a Material Adverse Effect.

9.1.7 Investment Company Act. No Loan Party is an "investment company", or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

9.1.8 True and Complete Disclosure.

(a) None of the factual information and data (taken as a whole) heretofore or contemporaneously furnished by or on behalf of such Borrower, any of such Borrower's Subsidiaries or any of their respective authorized representatives in writing to the Agent and/or any Lender on or before the Closing Date (including (i) the Confidential Information Memorandum and (ii) all information contained in the Loan Documents) for purposes of or in connection with this Agreement or any transaction contemplated herein contained any untrue

statement or omitted to state any material fact necessary to make such information and data (taken as a whole) not misleading at such time in light of the circumstances under which such information or data was furnished, it being understood and agreed that for purposes of this Section 9.1.8(a), such factual information and data shall not include projections.

(b) The projections and pro forma financial information contained in the information and data referred to in paragraph (a) above were based on good faith estimates and assumptions believed by such Persons to be reasonable at the time made, it being recognized by the Lenders that such projections as to future events are not to be viewed as facts and that actual results during the period or periods covered by any such projections may differ from the projected results.

9.1.9 Financial Condition: Financial Statements. The (a) unaudited historical consolidated financial information of the Parent as set forth in the Confidential Information Memorandum, (b) Historical Financial Statements and (c) the financial statements delivered pursuant to Section 10.1.1, in each case present or will, when provided, present fairly in all material respects the consolidated financial position of the Parent and its Subsidiaries at the respective dates of said information, statements and the consolidated results of operations for the respective periods covered thereby. The financial statements referred to in clauses (b) and (c) of this Section 9.1.9 have been prepared in accordance with GAAP, consistently applied (except to the extent provided in the notes to said financial statements), and the audit reports accompanying such financial statements are not subject to any qualification as to the scope of the audit or the status of the Parent as a going concern. There has been no Material Adverse Change since December 31, 2010.

9.1.10 Tax Returns and Payments. Such Borrower and each of its Subsidiaries have filed all federal and provincial income tax returns and all other material tax returns, domestic and foreign, required to be filed by any of them and have paid all income and other material Taxes payable by them that have become due, other than those (a) not yet delinquent or (b) contested in good faith as to which adequate reserves have been provided in accordance with GAAP and which could not reasonably be expected to result in a Material Adverse Effect. Such Borrower and each of its Subsidiaries have paid, or have provided adequate reserves (in the good faith judgment of the management of such Borrower) in accordance with GAAP for the payment of, all material federal, state, provincial and foreign income taxes applicable for all prior fiscal years and for the current fiscal year to the Closing Date.

9.1.11 Compliance with ERISA.

(a) Each Plan is in compliance with ERISA, the Code and any applicable Requirement of Law; no Reportable Event has occurred (or is reasonably likely to occur) with respect to any Plan; no Plan is insolvent or in reorganization (or is reasonably likely to be insolvent or in reorganization), and no written notice of any such insolvency or reorganization has been given to such Borrower, any Subsidiary or any ERISA Affiliate; no Plan (other than a multiemployer plan) has an accumulated or waived funding deficiency (or is reasonably likely to have such a deficiency); none of such Borrower, any Subsidiary or any ERISA Affiliate has incurred (or is reasonably likely expected to incur) any liability to or on account of a Plan

pursuant to Section 409, 502(i), 502(l), 515, 4062, 4063, 4064, 4069, 4201 or 4204 of ERISA or Section 4971 or 4975 of the Code or has been notified in writing that it will incur any liability under any of the foregoing Sections with respect to any Plan; no proceedings have been instituted (or are reasonably likely to be instituted) to terminate or to reorganize any Plan or to appoint a trustee to administer any Plan, and no written notice of any such proceedings has been given to such Borrower, any Subsidiary or any ERISA Affiliate; and no lien imposed under the Code or ERISA on the assets of such Borrower or any Subsidiary or any ERISA Affiliate exists (or is reasonably likely to exist) nor has such Borrower, any Subsidiary or any ERISA Affiliate been notified in writing that such a lien will be imposed on the assets of such Borrower, any Subsidiary or any ERISA Affiliate on account of any Plan, except to the extent that a breach of any of the representations, warranties or agreements in this Section 9.1.11 would not result, individually or in the aggregate, in an amount of liability that would be reasonably likely to have a Material Adverse Effect. No Plan (other than a multiemployer plan) has an Unfunded Current Liability that would, individually or when taken together with any other liabilities referenced in this Section 9.1.11, be reasonably likely to have a Material Adverse Effect. With respect to Plans that are Multiemployer Plans, the representations and warranties in this Section 9.1.11(a), other than any made with respect to (i) liability under Section 4201 or 4204 of ERISA or (ii) liability for termination or reorganization of such Plans under ERISA, are made to the best knowledge of such Borrower.

(b) Canadian Employee Plans.

(i) No Canadian Employee Plan enacted or adopted after the Closing Date provides for medical, life or other welfare benefits (through insurance or otherwise), with respect to any current or former employee of any Canadian Domiciled Loan Party or any Affiliate thereof after retirement or other termination of service (other than coverage mandated by Requirements of Law or coverage provided through the end of the month containing the date of termination from service or otherwise where part of a severance package or with respect to injured or disabled employees). Except as could not reasonably be expected to give rise, individually or in the aggregate, to Material Adverse Effect (it being acknowledged that, for purposes of this Section 9.1.11(b), funding deficiencies, other benefit liabilities and events, conditions and circumstances that could give rise to liabilities, as such deficiencies, liabilities and circumstances exist as of the Closing Date, to the extent that they remain applicable at the relevant determination date, and any future obligations arising therefrom shall be included or considered in the determination of whether as of any date a Material Adverse Effect has occurred, exists or could reasonably be expected to occur):

(ii) Canadian Domiciled Loan Parties are in compliance in all material respects with the requirements of the PBA and any binding FSCO requirements of general application with respect to each Canadian Pension Plan and in compliance with any FSCO directive or order directed specifically at a Canadian Pension Plan. No Canadian Pension Plan has any Unfunded Pension Liability. No fact or situation that may reasonably be expected to result in a Material Adverse Effect exists in connection with any Canadian Pension Plan. No Canadian Domiciled Loan Party or Subsidiary contributes to or participates in a Canadian Multi-

Employer Plan. No Canadian Domiciled Loan Party or an Affiliate thereof maintains, contributes or has any liability with respect to a Canadian Pension Plan which provides benefits on a defined benefit basis. No Termination Event has occurred. All contributions required to be made by any Canadian Domiciled Loan Party or Subsidiary to any Canadian Pension Plan have been made in a timely fashion in accordance with the terms of such Canadian Pension Plan and the PBA. No Lien has arisen, choate or inchoate, in respect of any Canadian Domiciled Loan Party or their property in connection with any Canadian Pension Plan (save for contribution amounts not yet due).

(c) All Foreign Plans are in compliance with, and have been established, administered and operated in accordance with, the terms of such Foreign Plans and applicable law, except for any failure to so comply, establish, administer or operate the Foreign Plans as would not reasonably be expected to have a Material Adverse Effect. All contributions or other payments which are due with respect to each Foreign Plan have been made in full and there are no funding deficiencies thereunder, except to the extent any such events would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

9.1.12 Subsidiaries. Schedule 9.1.12 lists each Subsidiary of such Borrower (and the direct and indirect ownership interest of such Borrower therein), in each case existing on the Closing Date. To the knowledge of such Borrower, after due inquiry, each Material Subsidiary as of the Closing Date has been so designated on Schedule 9.1.12.

9.1.13 Intellectual Property. Such Borrower and each of the Restricted Subsidiaries have obtained all rights to intellectual property, free from burdensome restrictions, that are necessary for the operation of their respective businesses as currently conducted and as proposed to be conducted, except where the failure to obtain any such rights could not reasonably be expected to have a Material Adverse Effect.

9.1.14 Environmental Laws.

(a) Except as could not reasonably be expected to have a Material Adverse Effect: (i) such Borrower and each of the Subsidiaries and all Real Estate are, and have been, in compliance with, and possess all permits, licenses and registrations required pursuant to, all Environmental Laws; (ii) neither such Borrower, nor any of the Subsidiaries is subject to any Environmental Claim or any other liability under any Environmental Law; (iii) such Borrower and its Subsidiaries are not conducting, or required to conduct, any investigation, removal, remedial or other corrective action pursuant to any Environmental Law at any location, including any Real Estate currently owned or leased by such Borrower or any of its Subsidiaries, and any real property to which such Borrower or any of its Subsidiaries may have sent Hazardous Materials; and (iv) no underground storage tank or related piping, or any impoundment or other disposal area containing Hazardous Materials is located at, on or under any Real Estate currently owned or leased by such Borrower or any of its Subsidiaries.

(b) Neither such Borrower, nor any of the Subsidiaries has treated, stored, transported, released or disposed or arranged for disposal or transport for disposal of Hazardous

Materials at, on, under or from any currently or formerly owned or leased Real Estate or facility in a manner that could reasonably be expected to have a Material Adverse Effect.

9.1.15 Properties. Such Borrower and each of the Subsidiaries have good and marketable title to or leasehold interest in all properties that are necessary for the operation of their respective businesses as currently conducted and as proposed to be conducted, free and clear of all Liens (other than any Liens permitted by this Agreement or the Senior Secured Notes Indenture) and except where the failure to have such good title or such leasehold interest could not reasonably be expected to have a Material Adverse Effect. All Liens of Agent in the Collateral are duly perfected, opposable and first priority Liens, subject only to Liens permitted pursuant to Section 10.2.2 that are expressly allowed to have priority over Agent's Liens.

9.1.16 Solvency. On the Closing Date, immediately following the making of each Loan and after giving effect to the application of the proceeds of such Loans, the Borrowers and the Guarantors, taken as a whole, are Solvent.

9.1.17 Accounts. Agent may rely, in determining which Accounts are Eligible Accounts, on all statements and representations made by Borrowers with respect thereto. Each Borrower warrants with respect to each of its Accounts at the time it is shown as an Eligible Account in a Borrowing Base Certificate, that, to such Borrower's knowledge, in all material respects:

(a) it is genuine and what it purports to be, and is not evidenced by a judgment;

(b) it arises out of a completed, bona fide sale and delivery of goods or rendition of services in the Ordinary Course of Business, and substantially in accordance with any purchase order, contract or other document relating thereto;

(c) it is for a sum certain, maturing as stated in the invoice covering such sale or rendition of services, a copy of which has been furnished or is available to Agent on request;

(d) it is not subject to any offset, Lien (other than those Liens permitted pursuant to Section 10.2.2), deduction, defense, dispute, counterclaim or other adverse condition except as arising in the Ordinary Course of Business and disclosed to Agent; and it is absolutely owing by the Account Debtor, without contingency in any respect;

(e) no purchase order, agreement, document or Applicable Law restricts assignment of the Account to Agent (regardless of whether, under the UCC, the PPSA or the Civil Code, the restriction is ineffective), and the applicable Borrower is the sole payee or remittance party shown on the invoice;

(f) no extension, compromise, settlement, modification, credit, deduction or return has been authorized with respect to the Account, except discounts or allowances granted in the Ordinary Course of Business for prompt payment that are reflected on the face of the invoice related thereto and in the reports submitted to Agent hereunder; and

(g) (i) there are no facts or circumstances that are reasonably likely to impair the enforceability or collectability of such Account; (ii) the Account Debtor had the capacity to contract when the Account arose, continues to meet the applicable Borrower's customary credit standards, is Solvent, is not contemplating or subject to an Insolvency Proceeding, and has not failed, or suspended or ceased doing business; and (iii) there are no proceedings or actions threatened or pending against any Account Debtor that could reasonably be expected to have a material adverse effect on the Account Debtor's financial condition.

SECTION 10. COVENANTS AND CONTINUING AGREEMENTS

10.1 Affirmative Covenants. The Borrowers, jointly and severally, hereby covenant and agree that on the Closing Date and thereafter, until the Commitments, the Swingline Commitments and each Letter of Credit have terminated and the Loans, together with interest, Fees and all other Obligations, are paid in full:

10.1.1 Financial and Other Information. The Borrowers will furnish to the Agent:

(a) as soon as available and in any event on or before the date on which such financial statements are required to be filed with the SEC (or, if such financial statements are not required to be filed with the SEC, on or before the date that is 105 days after the end of each such fiscal year), (i) the consolidated balance sheet of MRC and its Subsidiaries (or, so long as the Parent is a Passive Entity which owns MRC, the Parent and its Subsidiaries) as at the end of such fiscal year, and the related consolidated statement of operations and consolidated statement of cash flows for such fiscal year, setting forth comparative consolidated figures for the preceding fiscal year, and certified by independent certified public accountants of recognized national standing whose opinion shall not be qualified as to the scope of audit or as to the status of MRC or the Parent, as applicable, or any of the Material Subsidiaries (or group of Subsidiaries that together would constitute a Material Subsidiary) as a going concern, together in any event with a certificate of such accounting firm stating that in the course of its regular audit of the business of MRC or the Parent, as applicable, and the Material Subsidiaries, which audit was conducted in accordance with generally accepted auditing standards, such accounting firm has obtained no knowledge of any Default or Event of Default that has occurred and is continuing or, if in the opinion of such accounting firm such a Default or Event of Default has occurred and is continuing, a statement as to the nature thereof which shall be certified by a Senior Officer of MRC or the Parent, as applicable, and (ii) the unaudited consolidating financial statements of MRC and its Subsidiaries (or, so long as the Parent is a Passive Entity which owns MRC, the Parent and its Subsidiaries) containing a balance sheet as of the end of such fiscal year and a statement of operations for such fiscal year prepared in reasonable detail;

(b) as soon as available and in any event on or before the date on which such financial statements are required to be filed with the SEC with respect to each of the first three quarterly accounting periods in each fiscal year of MRC (or, if such financial statements are not required to be filed with the SEC, on or before the date that is sixty (60) days after the end of each such quarterly accounting period), the consolidated balance sheet of MRC and its Subsidiaries (or, so long as the Parent is a Passive Entity which owns MRC, Parent and its Subsidiaries), in each case as at the end of such quarterly period and the related consolidated

statement of operations for such quarterly accounting period and for the elapsed portion of the fiscal year ended with the last day of such quarterly period, and the related consolidated statement of cash flows for the elapsed portion of the fiscal year ended with the last day of such quarterly period, and setting forth comparative consolidated figures for the related periods in the prior fiscal year or, in the case of such consolidated balance sheet, for the last day of the prior fiscal year, all of which shall be certified by a Senior Officer of MRC or the Parent, as applicable, subject to changes resulting from audit and normal year-end audit adjustments;

(c) as soon as available and in any event on or before the date that is thirty (30) days after the end of each fiscal month of MRC, the consolidated balance sheet of MRC and its Subsidiaries (or, so long as the Parent is a Passive Entity which owns MRC, the Parent and its Subsidiaries), in each case as at the end of such fiscal month and the related consolidated statement of operations for such fiscal month and for the elapsed portion of the fiscal year ended with the last day of such fiscal month, and the related consolidated statement of cash flows for the elapsed portion of the fiscal year ended with the last day of such fiscal month, and setting forth comparative consolidated figures for the related periods in the prior fiscal year or, in the case of such consolidated balance sheet, for the last day of the prior fiscal year, all of which shall be certified by a Senior Officer of MRC or the Parent, as applicable, subject to changes resulting from audit and normal year-end audit adjustments;

(d) not more than sixty (60) days after the commencement of each fiscal year of MRC, a budget of the Borrowers in reasonable detail for such fiscal year on a quarterly basis and as customarily prepared by management of the Borrowers for their internal use consistent in scope with the financial statements provided pursuant to Section 10.1.1(a), setting forth the principal assumptions upon which such budgets are based;

(e) at the time of the delivery of the financial statements provided for in Sections 10.1.1(a) and (b), a certificate of a Senior Officer of MRC to the effect that no Default or Event of Default exists or, if any Default or Event of Default does exist, specifying the nature and extent thereof, which certificate shall set forth (i) the Consolidated Fixed Charge Coverage Ratio (and accompanying calculations) as at the end of such fiscal year or period, as the case may be, (ii) a specification of any change in the identity of the Restricted Subsidiaries and Unrestricted Subsidiaries as at the end of such fiscal year or period, as the case may be, from the Restricted Subsidiaries and Unrestricted Subsidiaries, respectively, provided to the Lenders on the Closing Date or the most recent fiscal year or period, as the case may be, (iii) the then applicable level of the Applicable Margin and (iv) the amount of any Pro Forma Adjustment not previously set forth in a Pro Forma Adjustment Certificate or any change in the amount of a Pro Forma Adjustment set forth in any Pro Forma Adjustment Certificate previously provided and, in either case, in reasonable detail, the calculations and basis therefor. At the time of the delivery of the financial statements provided for in Section 10.1.1(a), a certificate of a Senior Officer of Loan Party Agent setting forth the information required pursuant to Section 1(a) of the Perfection Certificate or confirming that there has been no change in such information since the Closing Date or the date of the most recent certificate delivered pursuant to this subsection (e), as the case may be;

(f) as soon as available but in any event within twenty-five (25) days of the end of each calendar month, a Borrowing Base Certificate (which shall be calculated in a

consistent manner with the most recently delivered Borrowing Base Certificate) and supporting information in connection therewith, *provided* that the Borrowers will be required to furnish a Borrowing Base Certificate and supporting information in connection therewith within four (4) days of the end of each calendar week as of the end of such calendar week during which a FCCR Test Event is continuing;

(g) as soon as available but in any event within twenty-five (25) days of the end of each calendar month (or, if requested by Agent, on a weekly basis if a FCCR Test Event has occurred and is continuing), in each case, as of the period then ended:

(i) a schedule detailing the Borrowers' Inventory, in form reasonably satisfactory to Agent, (1) by Borrower and by location (showing Inventory located with a third party under any consignment, bailee arrangement, or warehouse agreement, in each case, to the extent the Cost of Inventory at such location exceeds \$1,000,000 in the aggregate), (2) including a report of material variances or other results of Inventory counts performed by the Borrowers since the last Inventory schedule and (3) reconciled to the Borrowing Base Certificate delivered as of such date.

(ii) a worksheet of calculations prepared by the Borrowers to determine Eligible Accounts and Eligible Inventory, such worksheets detailing the Accounts and Inventory excluded from Eligible Accounts and Eligible Inventory and the reason for such exclusion;

(iii) a schedule and aging of each Borrower's and each Guarantor's accounts payable presented at the vendor level; and

(iv) a detailed aged trial balance of all Accounts of each Borrower as of the end of the preceding month (or shorter applicable period), specifying each Account's Account Debtor name and address (if requested), amount, invoice date and due date and, at the Agent's reasonable request, showing any discount, allowance, credit, authorized return or dispute, and including such proof of delivery, copies of invoices and invoice registers, copies of related documents, repayment histories, status reports and other information as Agent may reasonably request.

(h) promptly after a Senior Officer of any Borrower or any Subsidiary obtains knowledge thereof, notice of (i) the occurrence of any event that constitutes a Default or Event of Default, which notice shall specify the nature thereof, the period of existence thereof and what action the applicable Borrower proposes to take with respect thereto and (ii) any litigation or governmental proceeding pending against any Borrower or any Subsidiary that could reasonably be expected to result in a Material Adverse Effect or a Material Adverse Change;

(i) any Borrower will promptly advise the Agent in writing after obtaining knowledge of any one or more of the following environmental matters, unless such environmental matters could not, individually or when aggregated with all other such matters, be reasonably expected to result in a Material Adverse Effect:

(i) Any pending or threatened Environmental Claim against any Loan Party or any current or former Real Estate;

(ii) Any condition or occurrence on or otherwise related to any current or former Real Estate that (A) could reasonably be expected to result in noncompliance by any Loan Party with any applicable Environmental Law or (B) could reasonably be anticipated to form the basis of an Environmental Claim against any Loan Party or any current or former Real Estate;

(iii) Any condition or occurrence on or otherwise related to any current or former Real Estate that could reasonably be anticipated to cause such Real Estate to be subject to any restrictions on the ownership, occupancy, use or transferability of such Real Estate under any Environmental Law; and

(iv) The conduct of, or need to conduct, any investigation, or any removal, remedial or other corrective action in response to the actual or alleged presence, release or threatened release of any Hazardous Material on, at, under or from any current or former Real Estate or otherwise related to Environmental Law.

All such notices shall describe in reasonable detail the nature of the claim, investigation, condition, occurrence or removal or remedial action and the response thereto. The term "Real Estate" shall mean land, buildings and improvements owned or leased by any Loan Party, but excluding all operating fixtures and equipment, whether or not incorporated into improvements.

(j) promptly upon filing thereof, copies of any filings (including on Form 10-K, 10-Q or 8-K) or registration statements with, and reports to, the SEC or any analogous Governmental Authority in any relevant jurisdiction by the Parent or any Subsidiary (other than amendments to any registration statement (to the extent such registration statement, in the form it becomes effective, is delivered to the Lenders and the Agent), exhibits to any registration statement and, if applicable, any registration statements on Form S-8) and copies of all financial statements, proxy statements, notices and reports that the Parent or any Subsidiary shall send to the holders of any publicly issued debt of the Parent and/or any Subsidiary in their capacity as such holders (in each case to the extent not theretofore delivered to the Lenders and the Agent pursuant to this Agreement) and, with reasonable promptness, such other information (financial or otherwise) as the Agent on its own behalf or on behalf of any Lender (acting through the Agent) may reasonably request in writing from time to time;

(k) not later than any date on which financial statements are delivered with respect to any Test Period in which a Pro Forma Adjustment is made as a result of the consummation of the acquisition of any Acquired Entity or Business by any Borrower or any Restricted Subsidiary for which there shall be a Pro Forma Adjustment, a Pro Forma Adjustment Certificate;

(l) reasonably promptly but not later than sixty (60) days following the occurrence of any change referred to in subclauses (i) through (iv) below, written notice of any change (i) in the legal name of any Loan Party, (ii) in the jurisdiction of organization or location of any Loan Party for purposes of the Uniform Commercial Code or PPSA, (iii) in the identity or type of organization of any Loan Party or (iv) in the Federal Taxpayer Identification Number or organizational identification number of any Loan Party. The applicable Borrower or Borrowers

shall also promptly provide the Agent with certified Organic Documents reflecting any of the changes described in the first sentence of this clause (l).

(m) promptly after the sending or filing thereof, copies of any annual information report (including all actuarial reports and other schedules and attachments thereto) required to be filed with a Governmental Authority in connection with each Plan, any Foreign Plan that is required by Requirements of Laws to be funded or any Canadian Pension Plan; promptly upon receipt, copies of any notice, demand, inquiry or subpoena received in connection with any Plan or Canadian Pension Plan from a Governmental Authority (other than routine inquiries in the course of application for a favorable IRS determination letter); and at Agent's request, copies of any annual report required to be filed with a Governmental Authority in connection with any other Plan or Canadian Pension Plan.

Notwithstanding the foregoing, the obligations in paragraphs (a) and (b) of this Section 10.1.1 may be satisfied with respect to financial information of the Parent and the Subsidiaries by furnishing (A) the applicable financial statements of any direct or indirect parent of the Parent or (B) the Parent's (or any direct or indirect parent thereof's), as applicable, Form 10-K or 10-Q, as applicable, filed with the SEC (*provided* that, to the extent such information relates to a parent of the Parent, such information is accompanied by consolidating information that explains in reasonable detail the differences between the information relating to such parent, on the one hand, and the information relating to the Parent and the Restricted Subsidiaries, taken together on a standalone basis, on the other hand); and any documentation required to be delivered pursuant to this Section 10.1.1 may be delivered electronically and if so delivered, shall be deemed to be delivered on the date (i) on which the Loan Party Agent posts the materials containing such documents or information, or provides a link thereto, on the Loan Party Agent's website on the Internet, or (ii) on which such documents are posted on an Internet or intranet website, if any, to which each Lender and Agent have access (including www.sec.gov (or other website of the SEC), a commercial third-party website or a website sponsored by Agent), *provided* that, in any case, the Loan Party Agent shall provide written notice to Agent of any documents being delivered in accordance with clauses (i) or (ii) above on the date such documents are posted, and paper copies of such documents shall be delivered to Agent upon its written request.

10.1.2 Books, Records and Inspections. The Borrowers will, and will cause each of their respective Subsidiaries to, permit officers and designated representatives of the Agent or the Required Lenders to visit and inspect any of their properties or assets in whomsoever's possession to the extent that it is within such party's control to permit such inspection, and to examine their books and records and discuss their affairs, finances and accounts with, and be advised as to the same by, its and their officers and independent accountants, all at such reasonable times and intervals and to such reasonable extent as the Agent or the Required Lenders may desire; *provided* that, excluding any such visits and inspections during the continuation of an Event of Default, only the Agent (or any of its representatives or independent contractors) on behalf of the Required Lenders may exercise rights of the Agent and the Lenders under this Section 10.1.2 and the Agent shall not exercise such rights more often than two times during any calendar year absent the existence of an Event of Default and only one such time shall be at the Borrowers' expense unless a Cash Dominion Event has occurred and is continuing, in which case the second time shall also be at the Borrowers' expense; *provided*

further that when an Event of Default exists, the Agent (or any of its representatives or independent contractors) or any representative of the Required Lenders may do any of the foregoing at the expense of the Borrowers at any time during normal business hours and upon reasonable advance notice. The Agent and the Required Lenders shall give any Borrower the opportunity to participate in any discussions with such Borrower's independent public accountants.

10.1.3 Collateral Access Agreements. Each Borrower and each Guarantor shall use commercially reasonable efforts to obtain a Collateral Access Agreement with respect to Inventory which is located in any location leased by such Loan Party, located in any third-party warehouse or otherwise in the possession of a bailee or other third-party, in each case, to the extent the Cost of Inventory at such location, or held by such bailee or third person exceeds \$1,000,000 in the aggregate. For purposes of determining Canadian Eligible Inventory and U.S. Eligible Inventory under the Borrowing Base, until the expiration of the Temporary Eligibility Period, the Borrowers shall be deemed to have obtained such Collateral Access Agreements at all such locations.

10.1.4 Payment of Taxes. Each Loan Party will pay and discharge, and will cause each Subsidiary to pay and discharge, all material taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits, or upon any properties belonging to it, prior to the date on which material penalties attach thereto, and all lawful material claims that, if unpaid, could reasonably be expected to become a material Lien upon any properties of such Loan Party or any Restricted Subsidiary, *provided* that no Loan Party, nor any Subsidiary shall be required to pay any such tax, assessment, charge, levy or claim that is being contested in good faith and by proper proceedings if it has maintained adequate reserves (in the good faith judgment of the management of such Loan Party) with respect thereto in accordance with GAAP and the failure to pay could not reasonably be expected to result in a Material Adverse Effect.

10.1.5 Maintenance of Insurance. The Borrowers will, and will cause each Material Subsidiary to, at all times maintain in full force and effect, with insurance companies that each Borrower believes (in the good faith judgment of the management of such Borrower) are financially sound and responsible at the time the relevant coverage is placed or renewed, insurance in at least such amounts (after giving effect to any self-insurance which such Borrower believes (in the good faith judgment of management of such Borrower) is reasonable and prudent in light of the size and nature of its business) and against at least such risks (and with such risk retentions) as such Borrower believes (in the good faith judgment of management of such Borrower) is reasonable and prudent in light of the size and nature of its business; and will furnish to the Agent (for delivery to the Lenders), upon written request from the Agent, information presented in reasonable detail as to the insurance so carried.

10.1.6 Consolidated Corporate Franchises. Each Borrower will do, and will cause each Material Subsidiary to do, or cause to be done, all things necessary to preserve and keep in full force and effect its existence, corporate rights and authority, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect; *provided, however*, that any Borrower and its Subsidiaries may consummate any transaction permitted under Section 10.2.3, 10.2.4 or 10.2.5.

10.1.7 Compliance with Statutes, Regulations, etc. Each Borrower will, and will cause each Subsidiary to, comply with all applicable laws, rules, regulations and orders applicable to it or its property, including all governmental approvals or authorizations required to conduct its business, and to maintain all such governmental approvals or authorizations in full force and effect, in each case except where the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

10.1.8 ERISA. Promptly after any Borrower or any Subsidiary or any ERISA Affiliate knows or has reason to know of the occurrence of any of the following events that, individually or in the aggregate (including in the aggregate such events previously disclosed or exempt from disclosure hereunder, to the extent the liability therefor remains outstanding), would be reasonably likely to have a Material Adverse Effect, the Loan Party Agent will deliver to each Lender a certificate of a Senior Officer of the applicable Borrower setting forth details as to such occurrence and the action, if any, that such Borrower, such Subsidiary or such ERISA Affiliate is required or proposes to take, together with any notices (required, proposed or otherwise) given to or filed with or by such Borrower, such Subsidiary, such ERISA Affiliate, the PBGC, a Plan participant (other than notices relating to an individual participant's benefits) or the Plan administrator with respect thereto: that a Reportable Event has occurred; that an accumulated funding deficiency has been incurred or an application is to be made to the Secretary of the Treasury for a waiver or modification of the minimum funding standard (including any required installment payments) or an extension of any amortization period under Section 412 of the Code with respect to a Plan; that a Plan having an Unfunded Current Liability has been or is to be terminated, reorganized, partitioned or declared insolvent under Title IV of ERISA (including the giving of written notice thereof); that a Plan has an Unfunded Current Liability that has or will result in a lien under ERISA or the Code; that proceedings will be or have been instituted to terminate a Plan having an Unfunded Current Liability (including the giving of written notice thereof); that a proceeding has been instituted against a Borrower, a Subsidiary or an ERISA Affiliate pursuant to Section 515 of ERISA to collect a delinquent contribution to a Plan; that the PBGC has notified any Borrower, any Subsidiary or any ERISA Affiliate of its intention to appoint a trustee to administer any Plan; that any Borrower, any Subsidiary or any ERISA Affiliate has failed to make a required installment or other payment pursuant to Section 412 of the Code with respect to a Plan; or that any Borrower, any Subsidiary or any ERISA Affiliate has incurred or will incur (or has been notified in writing that it will incur) any liability (including any contingent or secondary liability) to or on account of a Plan pursuant to Section 409, 502(i), 502(l), 515, 4062, 4063, 4064, 4069, 4201 or 4204 of ERISA or Section 4971 or 4975 of the Code.

10.1.9 Canadian Pension Plans.

(a) Promptly after any Canadian Domiciled Loan Party or any Subsidiary or any Affiliate knows or has reason to know of the occurrence of any of the following events, the applicable Canadian Domiciled Loan Party will deliver to the Agent a certificate of a Senior Officer of the applicable Canadian Domiciled Loan Party setting forth details as to such occurrence and the action, if any, that such Canadian Domiciled Loan Party, such Subsidiary or such Affiliate is required or proposes to take, together with any notices (required, proposed or otherwise) given to or filed with or by such Canadian Domiciled Loan Party, such Subsidiary, such Affiliate, the FSCO, a Canadian

Employee Plan participant (other than notices relating to an individual participant's benefits) or the Canadian Employee Plan administrator with respect thereto: any violation or asserted violation of any Requirements of Law (including PBA), for which there is a reasonable likelihood that there will be an adverse determination, and such adverse determination would have or could reasonably be expected to have a Material Adverse Effect; the occurrence of any Termination Event.

(b) Each Canadian Domiciled Loan Party's and its Subsidiaries' Canadian Pension Plans shall be duly registered and administered in all respects in material compliance with, as applicable, the PBA, the Income Tax Act (Canada) and all other Requirements of Law (including regulations, orders and directives), and the terms of the Canadian Pension Plans and any agreements relating thereto. Each Canadian Domiciled Loan Party shall ensure that it and its Subsidiaries: (a) has no Unfunded Current Liability in respect of any Canadian Pension Plan, including any Canadian Pension Plan to be established and administered by it or them; (b) pay all amounts required to be paid by it or them in respect of such Canadian Pension Plan when due; (c) has no Lien on any of its or their property that arises or exists in respect of any Canadian Pension Plan except as disclosed in **Schedule 10.2.2**; (d) do not engage in a prohibited transaction or breach any applicable laws with respect to any Canadian Pension Plan that could reasonably be expected to result in a Material Adverse Effect in respect of such Canadian Pension Plan; (e) do not permit to occur or continue any Termination Event; and (f) not maintain, contribute or have any liability in respect of a Canadian Pension Plan which provides benefits on a defined benefit basis during the term of this Agreement.

10.1.10 Maintenance of Properties. Each Borrower will, and will cause each Restricted Subsidiary to, keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted, except to the extent that the failure to do so could reasonably be expected to have a Material Adverse Effect.

10.1.11 Transactions with Affiliates. Each Borrower will conduct, and cause each Restricted Subsidiary to conduct, all transactions with any of its Affiliates (other than the Borrowers or the Restricted Subsidiaries) on terms that are substantially as favorable to such Borrower or such Restricted Subsidiary as it would obtain in a comparable arm's-length transaction with a Person that is not an Affiliate, *provided* that the foregoing restrictions shall not apply to (a) the payment of customary investment banking fees paid to the Sponsor for services rendered to the Borrowers and the Subsidiaries in connection with divestitures, acquisitions, financings and other transactions, (b) transactions permitted by Section 10.2.6, (c) Transaction Expenses, (d) the issuance of Stock or Stock Equivalents of any Borrower to the management of such Borrower (or any direct or indirect parent thereof) or any of its Subsidiaries pursuant to arrangements described in clause (f) of this Section 10.1.11, (e) loans and other transactions by the Borrowers and the Restricted Subsidiaries to the extent permitted under Section 10.2, (f) employment and severance arrangements between the Borrowers and the Restricted Subsidiaries and their respective officers and employees in the Ordinary Course of Business, (g) payments by any Borrower (and any direct or indirect parent thereof) and the Restricted Subsidiaries pursuant to the tax sharing agreements among such Borrower (and any such parent) and the Restricted Subsidiaries on customary terms to the extent attributable to the ownership or operation of such Borrower and the Restricted Subsidiaries, (h) the payment of customary fees

and reasonable out of pocket costs to, and indemnities provided on behalf of, directors, managers, consultants, officers and employees of the Borrowers and the Restricted Subsidiaries in the Ordinary Course of Business to the extent attributable to the ownership or operation of the Borrowers and the Restricted Subsidiaries, (i) transactions pursuant to permitted agreements in existence on the Closing Date and set forth on **Schedule 10.1.11** or any amendment thereto to the extent such an amendment is not adverse, taken as a whole, to the Lenders in any material respect, and (j) customary payments by any Borrower and any Restricted Subsidiary to the Sponsor made for any financial advisory, financing, underwriting or placement services or in respect of other investment banking activities (including in connection with acquisitions or divestitures), which payments are approved by the majority of the members of the board of directors or a majority of the disinterested members of the board of directors of such Borrower (or any direct or indirect parent thereof), in good faith.

10.1.12 End of Fiscal Years; Fiscal Quarters. Each Borrower will, for financial reporting purposes, cause (a) each of Parent's, its, and each of its Subsidiaries', fiscal years to end on December 31 of each year and (b) each of Parent's, its, and each of its Subsidiaries', fiscal quarters to end on dates consistent with such fiscal year-end and such Borrower's past practice; *provided, however*, that such Borrower may, upon written notice to the Agent, change the financial reporting convention specified above to any other financial reporting convention reasonably acceptable to the Agent, in which case such Borrower and the Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary in order to reflect such change in financial reporting.

10.1.13 Additional Canadian Domiciled Loan Parties and U.S. Domiciled Loan Parties.

(a) Within 30 days of the date on which the book value of Inventory and Accounts of any direct or indirect Canadian Subsidiary exceeds \$20,000,000, (i) the Initial Canadian Borrower will cause such Canadian Subsidiary to execute and deliver to Agent a supplement or joinder to this Agreement, substantially in the form of **Exhibit I**, in order for such Canadian Subsidiary to become a Canadian Borrower hereunder and (ii) a Senior Officer of the Loan Party Agent will execute and deliver to Agent a (A) Borrowing Base Certificate for such Canadian Subsidiary effective as of not more than 25 days preceding the date on which such Canadian Subsidiary becomes a Canadian Borrower and (B) written notice of such Canadian Subsidiary's Applicable Canadian Borrower Commitment; *provided that*, prior to permitting such Canadian Subsidiary to borrow any Canadian Revolver Loans or obtain the issuance of any Canadian Letters of Credit hereunder, the Agent, in its discretion, shall have the right to conduct an appraisal and field examinations with respect to such Canadian Subsidiary, including, without limitation, of (x) such Canadian Subsidiary's practices in the computation of its Canadian Borrowing Base and (y) the assets included in such Canadian Subsidiary's Canadian Borrowing Base and related financial information such as, but not limited to, sales, gross margins, payables, accruals and reserves, in each case, prepared on a basis reasonably satisfactory to Agent and at the sole expense of such Canadian Subsidiary.

(b) Any Canadian Subsidiary may become a Canadian Borrower hereunder upon the execution and delivery to Agent (i) by such Canadian Subsidiary of a supplement or joinder to this Agreement, substantially in the form of **Exhibit I**, and (ii) by a Senior Officer of

the Loan Party Agent, of a (A) Borrowing Base Certificate for such Canadian Subsidiary effective as of not more than 25 days preceding the date on which such Canadian Subsidiary becomes a Canadian Borrower and (B) written notice of such Canadian Subsidiary's Applicable Canadian Borrower Commitment; *provided* that, prior to permitting such Canadian Subsidiary to borrow any Canadian Revolver Loans or obtain the issuance of any Canadian Letters of Credit hereunder, the Agent, in its discretion, shall have the right to conduct an appraisal and field examination with respect to such Canadian Subsidiary, including, without limitation, of (x) such Canadian Subsidiary's practices in the computation of its Canadian Borrowing Base and (y) the assets included in such Canadian Subsidiary's Canadian Borrowing Base and related financial information such as, but not limited to, sales, gross margins, payables, accruals and reserves, in each case, prepared on a basis reasonably satisfactory to Agent and at the sole expense of such Canadian Subsidiary.

(c) Except as set forth in Section 10.2.1(b)(ix) and 10.2.1(b)(x) and subject to any applicable limitations set forth in the Security Documents, each Borrower will cause each direct or indirect U.S. Subsidiary of MRC (other than any Excluded Subsidiary) formed or otherwise purchased or acquired after the date hereof (including pursuant to a Permitted Acquisition) or that has ceased to be an Excluded Subsidiary pursuant to clause (e), (f) or (h) of the definition of Excluded Subsidiary, in each case within 30 days of such date, to execute a supplement or joinder to this Agreement, substantially in the form of **Exhibit I**, in order for such Subsidiary to become a U.S. Borrower and/or a U.S. Facility Guarantor under Section 5.10 and a grantor under Section 7.1 or, to the extent reasonably requested by the Agent, enter into a new Security Document in form and substance reasonably satisfactory to the Agent and Loan Party Agent.

10.1.14 Use of Proceeds.

(a) The Borrowers will use the proceeds of all Revolver Loans made on the Closing Date to (a) refinance MRC's Indebtedness under the Existing U.S. Credit Agreement, (b) to refinance the Initial Canadian Borrower's Indebtedness under the Existing Canadian Credit Agreement and the ATB Financial Debt and (c) to pay Transaction Expenses.

(b) The Borrowers will use Letters of Credit and the proceeds of all other Revolver Loans and Swingline Loans (a) to finance ongoing working capital needs, (b) for other general corporate purposes of any Borrower, including to fund permitted distributions and Permitted Acquisitions and (c) to pay Transaction Expenses.

10.1.15 Appraisals; Field Examinations. At any time that the Agent reasonably requests, each Borrower will, and will cause each Guarantor to, permit the Agent or professionals (including consultants, accountants, lawyers and appraisers) retained by the Agent, on reasonable prior notice and during normal business hours and with reasonable frequency, to conduct appraisals and commercial finance examinations or updates thereof including, without limitation, of (a) such Borrower's practices in the computation of the Borrowing Base and (b) the assets included in the Borrowing Base and related financial information such as, but not limited to, sales, gross margins, payables, accruals and reserves, in each case, prepared on a basis reasonably satisfactory to the Agent and at the sole expense of the Borrowers; *provided, however*, if no Default or Event of Default shall have occurred and be continuing, only one (1)

such appraisal and one (1) such examination or update per fiscal year shall be conducted at the Borrowers' expense (exclusive of any appraisals and field examinations conducted pursuant to Section 10.1.13); *provided, further, however*, that if a Cash Dominion Event has occurred and is continuing, one (1) additional appraisal and one (1) additional examination or update per fiscal year may be conducted at the Borrowers' expense (exclusive of any appraisals and field examinations conducted pursuant to Section 10.1.13). The foregoing shall not limit the Agent's ability to perform additional appraisals, examinations and updates at the sole expense of the Borrowers upon the occurrence and continuance of a Default or Event of Default.

10.1.16 Further Assurances.

(a) Each Borrower will, and will cause each other Loan Party to, execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements and other documents), which may be required under any applicable law, or which the Agent or the Required Lenders may reasonably request, in order to grant, preserve, protect and perfect the validity and priority of the Liens created or intended to be created by the Security Documents, all at the expense of the Loan Parties.

(b) If any assets are acquired by any Loan Party after the Closing Date (other than assets constituting Collateral under the Security Documents that become subject to the perfected Lien of the Security Documents upon acquisition thereof) that are of the nature secured by the Security Documents, the Loan Party Agent will notify the Agent, and, if requested by the Agent, such Loan Party will cause such assets to be subjected to a Lien securing the applicable Secured Obligations and will take, and cause the other Loan Parties to take, such actions as shall be necessary or reasonably requested by the Agent to grant and perfect such Liens consistent with the applicable requirements of the Security Documents, including actions described in clause (a) of this Section 10.1.16, all at the expense of the Loan Parties.

(c) Each Borrower agrees that it will, or will cause its relevant Subsidiaries to, complete each of the actions described on **Schedule 10.1.16(c)** as soon as commercially reasonable and by no later than the date set forth in **Schedule 10.1.16(c)** with respect to such action or such later date as the Agent may reasonably agree.

10.2 Negative Covenants. The Borrowers (for themselves and each of their respective Restricted Subsidiaries), jointly and severally, hereby covenant and agree that on the Closing Date and thereafter, until the Commitments, the Swingline Commitment and each Letter of Credit have terminated and the Loans, together with interest, fees and all other Obligations, are paid in full:

10.2.1 Limitation on Indebtedness.

(a) The Borrowers will not, and will not permit any of the Restricted Subsidiaries to, incur, create, assume or permit to exist, directly or indirectly (collectively, "incur" and collectively, an "incurrence"), any Indebtedness; *provided, however*, that the Borrowers and the Restricted Subsidiaries will be entitled to incur Indebtedness if the Consolidated Total Debt to Consolidated EBITDA Ratio at the time such additional Indebtedness

is incurred would have been no greater than 5.50 to 1.0 determined on a Pro Forma Basis (including a pro forma application of the net proceeds therefrom), as if the additional Indebtedness had been incurred and the application of proceeds therefrom had occurred at the beginning of the most recent Test Period for which financial statements have been delivered pursuant to Section 10.1.1; *provided*, that such additional Indebtedness shall not be secured Indebtedness unless (i) the Secured Leverage Ratio at the time such additional Indebtedness is incurred would have been no greater than 5.0 to 1.0, determined on a Pro Forma Basis in the manner set forth above, (ii) such secured Indebtedness has a final maturity date no earlier than the date that is 180 days following the Facility Termination Date, (iii) the Liens securing such Indebtedness shall constitute Notes Priority Liens for purposes of the Intercreditor Agreement.

(b) The limitation set forth in clause (a) of this Section 10.2.1 will not prohibit any of the following:

(i) (A) Indebtedness arising under the Loan Documents and (B) Indebtedness arising under the Senior Secured Notes Indenture; *provided, however*, that with respect to any such Indebtedness specified in this subclause (i)(B) that is incurred after the Closing Date, such Indebtedness satisfies the terms set forth in the proviso at the end of Section 10.2.1(a);

(ii) Indebtedness of (A) any Loan Party owing to any Borrower or any Restricted Subsidiary, (B) any Subsidiary who is not a Loan Party owing to any other Subsidiary who is not a Loan Party and (C) subject to compliance with Section 10.2.5 at the time of the incurrence thereof, any Subsidiary who is not a Loan Party owing to any Loan Party;

(iii) Indebtedness in respect of any bankers' acceptance, bank guarantees, letter of credit, warehouse receipt or similar facilities entered into in the Ordinary Course of Business (including in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness with respect to reimbursement-type obligations regarding workers compensation claims);

(iv) subject to compliance with Section 10.2.5, Guarantee Obligations incurred by (A) Restricted Subsidiaries in respect of Indebtedness of any Borrower or other Restricted Subsidiaries that is permitted to be incurred under this Agreement and (B) any Borrower in respect of Indebtedness of Restricted Subsidiaries that is permitted to be incurred under this Agreement, *provided* that, except as provided in clauses (ix) and (x) below, there shall be no Guarantee (1) by a Restricted Subsidiary that is not a Guarantor of any Indebtedness of any Borrower and (2) in respect of any Permitted Additional Debt, unless such Guarantee is made by a Guarantor and, in the case of Permitted Additional Debt that is subordinated, is subordinated;

(v) Guarantee Obligations (A) incurred in the Ordinary Course of Business in respect of obligations of (or to) suppliers, customers, franchisees, lessors and licensees or (B) otherwise constituting Investments permitted by Section 10.2.5;

(vi) (A) Indebtedness (including Indebtedness arising under Capital Leases existing on the date hereof) incurred within 270 days of the acquisition, construction or improvement of fixed or capital assets to finance the acquisition, construction or improvement of such fixed or capital assets, (B) Indebtedness arising under Capital Leases entered into in connection with Permitted Sale Leasebacks and (C) Indebtedness arising under Capital Leases, other than Capital Leases in effect on the date hereof and Capital Leases entered into pursuant to subclauses (A) and (B) above, *provided*, that the aggregate amount of Indebtedness incurred pursuant to this subclause (C) shall not exceed \$20,000,000 at any time outstanding, and (D) any modification, replacement, refinancing, refunding, renewal or extension of any Indebtedness specified in subclause (A), (B) or (C) above, *provided* that, except to the extent otherwise expressly permitted hereunder, the principal amount thereof (including pursuant to clause (C)) does not exceed the principal amount thereof outstanding immediately prior to such modification, replacement, refinancing, refunding, renewal or extension, except by an amount equal to the unpaid accrued interest and premium thereon plus other reasonable amounts paid and fees and expenses incurred in connection with such modification, replacement, refinancing, refunding, renewal or extension;

(vii) Indebtedness outstanding on the date hereof (A) listed on **Schedule 10.2.1** and any modification, replacement, refinancing, refunding, renewal or extension thereof, *provided* that, except to the extent otherwise expressly permitted hereunder, (1) the principal amount thereof does not exceed the principal amount thereof outstanding immediately prior to such modification, replacement, refinancing, refunding, renewal or extension, except by an amount equal to the unpaid accrued interest and premium thereon plus other reasonable amounts paid and fees and expenses incurred in connection with such modification, replacement, refinancing, refunding, renewal or extension plus an amount equal to any existing commitment unutilized and letters of credit undrawn thereunder and (2) the direct and contingent obligors with respect to such Indebtedness are not changed and (B) owing by any Borrower to any Restricted Subsidiary or by any Restricted Subsidiary to any Borrower or any other Restricted Subsidiary;

(viii) Indebtedness in respect of Hedge Agreements;

(ix) (A) Indebtedness of a Person or Indebtedness attaching to assets of a Person that, in either case, becomes a Restricted Subsidiary (or is a Restricted Subsidiary that survives a merger with such Person) or Indebtedness attaching to assets that are acquired by any Borrower or any Restricted Subsidiary, in each case, after the Closing Date as the result of a Permitted Acquisition, *provided*, that (1) such Indebtedness existed at the time such Person became a Restricted Subsidiary or at the time such assets were acquired and, in each case, was not created in anticipation thereof, (2) such Indebtedness is not guaranteed in any respect by any Borrower or any Restricted Subsidiary (other than by any such Person that so becomes a Restricted Subsidiary or is the survivor of a merger with such Person and any of its Subsidiaries) and (3) to the extent required under Section 10.1.13, such Person executes a supplement or joinder to this Agreement, substantially in the form of **Exhibit I**, in order to become a Loan Party, a Guarantor under Section 5.10 (if applicable) and a grantor under Section 7.1 or, to the

extent reasonably requested by the Agent, enters into a new Security Document in form and substance reasonably satisfactory to the Agent and the Loan Party Agent, *provided* that the requirements of this subclause (3) shall not apply to (I) an aggregate amount at any time outstanding of up to the greater of (A) \$300,000,000 or (B) 10% of Consolidated Total Assets at the time of the incurrence of such Indebtedness (less all Indebtedness as to which the proviso to clause (x)(A)(2) below then applies) at such time of such Indebtedness (and modifications, replacements, refinancings, refundings, renewals and extensions thereof pursuant to subclause (B) below) and (II) any Indebtedness of the type that could have been incurred under Section 10.2.1(b)(vi), and (B) any modification, replacement, refinancing, refunding, renewal or extension of any Indebtedness specified in subclause (A) above, *provided* that, except to the extent otherwise expressly permitted hereunder, (X) the principal amount of any such Indebtedness does not exceed the principal amount thereof outstanding immediately prior to such modification, replacement, refinancing, refunding, renewal or extension except by an amount equal to the unpaid accrued interest and premium thereon plus other reasonable amounts paid and fees and expenses incurred in connection with such modification, replacement, refinancing, refunding, renewal or extension plus an amount equal to any existing commitment unutilized and letters of credit undrawn thereunder and (Y) the direct and contingent obligors with respect to such Indebtedness are not changed;

(x) (A) Permitted Additional Debt of MRC or any Restricted Subsidiary incurred to finance a Permitted Acquisition, *provided* that (1) if such Indebtedness is incurred by a Restricted Subsidiary that is not a Guarantor, such Indebtedness is not guaranteed by any Loan Party unless such Guarantee would be permitted at such time under Section 10.2.5(g) and (2) to the extent required under Section 10.1.13, such acquired Person executes a supplement or joinder to this Agreement, substantially in the form of **Exhibit I**, in order to become a Loan Party, a Guarantor under Section 5.10 (if applicable) and a grantor under Section 7.1 or, to the extent reasonably requested by the Agent, enters into a new Security Document in form and substance reasonably satisfactory to the Agent and the Loan Party Agent, *provided* that the requirements of this subclause (2) shall not apply to an aggregate amount at any time outstanding of up to the greater of (A) \$300,000,000 or (B) 10% of Consolidated Total Assets at the time of the incurrence of such Indebtedness (less all Indebtedness as to which clause (I) of the proviso to clause (ix)(A)(3) above then applies) at such time of the aggregate of such Indebtedness (and modifications, replacements, refinancings, refundings, renewals and extensions thereof pursuant to subclause (B) below), and (B) any modification, replacement, refinancing, refunding, renewal or extension of any Indebtedness specified in subclause (A) above, *provided* that, except to the extent otherwise expressly permitted hereunder, (1) the principal amount of any such Indebtedness does not exceed the principal amount thereof outstanding immediately prior to such modification, replacement, refinancing, refunding, renewal or extension except by an amount equal to the unpaid accrued interest and premium thereon plus other reasonable amounts paid and fees and expenses incurred in connection with such modification, replacement, refinancing, refunding, renewal or extension plus an amount equal to any existing commitment unutilized and letters of credit undrawn thereunder and (2) the direct and contingent obligors with respect to such Indebtedness are not changed;

(xi) Indebtedness in respect of performance bonds, bid bonds, appeal bonds, surety bonds and completion guarantees and similar obligations not in connection with money borrowed, in each case, provided in the Ordinary Course of Business, including those incurred to secure health, safety and environmental obligations in the Ordinary Course of Business;

(xii) (A) Indebtedness incurred in connection with any Permitted Sale Leaseback, provided that the Net Cash Proceeds thereof are promptly applied to the prepayment of the Senior Secured Notes to the extent required by the Senior Secured Notes Indenture; and (B) any refinancing, refunding, renewal or extension of any Indebtedness specified in subclause (A) above, provided that, except to the extent otherwise permitted hereunder, (1) the principal amount of any such Indebtedness is not increased above the principal amount thereof outstanding immediately prior to such refinancing, refunding, renewal or extension and (2) the direct and contingent obligors with respect to such Indebtedness are not changed;

(xiii) (A) additional Indebtedness of MRC and its Restricted Subsidiaries and (B) any refinancing, refunding, renewal or extension of any Indebtedness specified in subclause (A) above; *provided* that the aggregate amount of Indebtedness incurred and remaining outstanding pursuant to this clause (xiii) shall not at any time exceed the greater of (1) \$300,000,000 and (2) 10% of Consolidated Total Assets at the time of the incurrence of such Indebtedness; *provided, however*, not more than the greater of (X) \$50,000,000 and (Y) 1.5% of Consolidated Total Assets at the time of the incurrence of such Indebtedness in aggregate principal amount of Indebtedness of any Borrower or any Guarantor incurred under this clause (xiii) shall be secured;

(xiv) Indebtedness in respect of Permitted Additional Debt to the extent that the Net Cash Proceeds therefrom are, immediately after the receipt thereof, applied to the prepayment of the Senior Secured Notes in accordance with the Senior Secured Notes Indenture;

(xv) Indebtedness in respect of overdraft facilities, employee credit card programs and other cash management arrangements in the Ordinary Course of Business;

(xvi) unsecured Indebtedness in respect of obligations of any Borrower or any Restricted Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services, *provided* that such obligations are incurred in connection with open accounts extended by suppliers on customary trade terms (which require that all such payments be made within 60 days after the incurrence of the related obligation) in the Ordinary Course of Business and not in connection with the borrowing of money or Hedge Agreements;

(xvii) Indebtedness arising from agreements of any Borrower or any Restricted Subsidiary providing for indemnification, adjustment of purchase price or similar obligations, in each case, entered into in connection with Permitted Acquisitions, other Investments and the disposition of any business, assets or capital stock permitted

hereunder, other than Guarantee Obligations incurred by any Person acquiring all or any portion of such business, assets or capital stock for the purpose of financing such acquisition, *provided* that (A) such Indebtedness is not reflected on the balance sheet of any Borrower or any Restricted Subsidiary (contingent obligations referred to in a footnote to financial statements and not otherwise reflected on the balance sheet will not be deemed to be reflected on such balance sheet for purposes of this clause (A)) and (B) the maximum assumable liability in respect of all such Indebtedness shall at no time exceed the gross proceeds, including non-cash proceeds (the fair market value of such non-cash proceeds being measured at the time received and without giving effect to any subsequent changes in value), actually received by the Borrowers and the Restricted Subsidiaries in connection with such disposition;

(xviii) Indebtedness of any Borrower or any Restricted Subsidiary consisting of (A) obligations to pay insurance premiums or (B) take or pay obligations contained in supply agreements, in each case, arising in the Ordinary Course of Business and not in connection with the borrowing of money or Hedge Agreements;

(xix) Indebtedness representing deferred compensation to employees of the Borrowers (or any direct or indirect parent thereof) and the Restricted Subsidiaries incurred in the Ordinary Course of Business;

(xx) unsecured, Subordinated Indebtedness consisting of promissory notes in an aggregate principal amount of not more than \$10,000,000 issued by any Borrower or any Guarantor to current or former officers, managers, consultants, directors and employees (or their respective spouses, former spouses, successors, executors, administrators, heirs, legatees or distributees) to finance the purchase or redemption of Stock or Stock Equivalents of such Borrower (or any direct or indirect parent thereof) permitted by Section 10.2.6;

(xxi) Indebtedness consisting of obligations of the Borrowers or the Restricted Subsidiaries under deferred compensation or other similar arrangements incurred by such Person in connection with Permitted Acquisitions or any other Investment expressly permitted hereunder;

(xxii) cash management obligations and other Indebtedness in respect of netting services, automatic clearinghouse arrangements, overdraft protections and similar arrangements in each case in connection with deposit accounts; and

(xxiii) all premiums (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in clauses (i) through (xxii) above.

10.2.2 Limitation on Liens. The Borrowers will not, and will not permit any of the Restricted Subsidiaries to, create, incur, assume or suffer to exist any Lien upon any property or assets of any kind (real or personal, tangible or intangible) of such Borrower or any Restricted Subsidiary, whether now owned or hereafter acquired, except:

(a) Liens arising under the Credit Documents;

(b) Permitted Liens;

(c) (i) Liens securing Indebtedness permitted pursuant to Section 10.2.1 (b)(vi), *provided* that (A) such Liens attach at all times only to the assets so financed except for accessions to such property and the proceeds and the products thereof and (B) that individual financings of equipment provided by one lender may be cross collateralized to other financings of equipment provided by such lender, and (ii) Liens on the assets of Restricted Subsidiaries that are not Loan Parties securing Indebtedness permitted pursuant to Section 10.2.1 (b)(xiii) and (xv);

(d) Liens existing on the date hereof and listed on **Schedule 10.2.2**;

(e) The replacement, extension or renewal of any Lien permitted by clauses (a) through (d) above and clause (f) of this Section 10.2.2 upon or in the same assets (other than after acquired property that is affixed or incorporated into the property covered by such Lien or financed by Indebtedness permitted under Section 10.2.1(b) and proceeds and products thereof) theretofore subject to such Lien or the replacement, extension or renewal (without increase in the amount or change in any direct or contingent obligor except to the extent otherwise permitted hereunder) of the Indebtedness secured thereby;

(f) Liens existing on the assets of any Person that becomes a Restricted Subsidiary (or is a Restricted Subsidiary that survives a merger with such Person), or existing on assets acquired, pursuant to a Permitted Acquisition or other Investment to the extent the Liens on such assets secure Indebtedness permitted by Section 10.2.1(b)(ix) or other obligations permitted by this Agreement, *provided* that such Liens attach at all times only to the same assets that such Liens (other than after acquired property that is affixed or incorporated into the property covered by such Lien or financed by Indebtedness permitted under Section 10.2.1(b) and proceeds and products thereof) attached to, and secure only the same Indebtedness or obligations (or any modifications, refinancings, extensions, renewals, refundings or replacements of such Indebtedness permitted by Section 10.2.1(b)) that such Liens secured, immediately prior to such Permitted Acquisition or other Investment, as applicable;

(g) (i) Liens placed upon the Stock and Stock Equivalents of any Restricted Subsidiary that is not a Loan Party acquired pursuant to a Permitted Acquisition to secure Indebtedness incurred pursuant to Section 10.2.1(x) in connection with such Permitted Acquisition and (ii) Liens placed upon the assets of any Restricted Subsidiary that is not a Loan Party to secure a guarantee by, or Indebtedness of, such Restricted Subsidiary of any Indebtedness of any Borrower or any other Restricted Subsidiary incurred pursuant to Section 10.2.1(x);

(h) Liens securing Indebtedness or other obligations of any Loan Party or a Subsidiary in favor of any Loan Party or any Subsidiary that is a Loan Party and Liens securing Indebtedness or other obligations of any Subsidiary that is not a Loan Party in favor of any Subsidiary that is not a Loan Party;

(i) Liens (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection, (ii) attaching to commodity trading

accounts or other commodities brokerage accounts incurred in the Ordinary Course of Business; and (iii) in favor of a banking institution arising as a matter of law encumbering deposits (including the right of set-off) and which are within the general parameters customary in the banking industry;

(j) Liens (i) on cash advances in favor of the seller of any property to be acquired in an Investment permitted pursuant to Section 10.2.5 to be applied against the purchase price for such Investment, and (ii) consisting of an agreement to sell, transfer, lease or otherwise dispose of any property in a transaction permitted under Section 10.2.4, in each case, solely to the extent such Investment or sale, disposition, transfer or lease, as the case may be, would have been permitted on the date of the creation of such Lien;

(k) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by any Borrower or any Restricted Subsidiary in the Ordinary Course of Business permitted by this Agreement;

(l) Liens deemed to exist in connection with Investments in repurchase agreements permitted under Section 10.2.5;

(m) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the Ordinary Course of Business and not for speculative purposes;

(n) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts of any Borrower or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the Ordinary Course of Business of such Borrower and the Restricted Subsidiaries or (iii) relating to purchase orders and other agreements entered into with customers of any Borrower or any Restricted Subsidiary in the Ordinary Course of Business;

(o) Liens solely on any cash earnest money deposits made by any Borrower or any Restricted Subsidiary in connection with any letter of intent or purchase agreement permitted hereunder;

(p) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(q) Liens securing the Senior Secured Notes; *provided*, that with respect to any such Senior Secured Notes issued after December 21, 2009, such Indebtedness is permitted to be secured in accordance with the proviso at the end of Section 10.2.1(a);

(r) Liens securing Indebtedness permitted under Section 10.2.1(a), to the extent permitted in accordance with the proviso at the end of such Section 10.2.1(a);

(s) Liens securing obligations under Hedge Agreements that are not Secured Bank Product Obligations; *provided*, that such Liens constitute Notes Priority Liens for purposes of the Intercreditor Agreement;

(t) additional Liens so long as (i) the aggregate principal amount of the obligations so secured does not exceed the greater of (y) \$50,000,000 at any time outstanding and (z) 1.5% of Consolidated Total Assets at the time of the incurrence of such obligations and (ii) to the extent such additional Liens attach to any Accounts or Inventory of any Borrower, such Liens are subordinated to the Lien of Agent, for the benefit of the Secured Parties, pursuant to an intercreditor agreement in form and substance reasonably satisfactory to Agent and Loan Party Agent; and

(u) Liens on Stock in joint ventures held by any Borrower provided such joint venture is not a Guarantor.

10.2.3 Limitation on Fundamental Changes. Except as expressly permitted by Section 10.2.4 or 10.2.5, each Borrower will not, and will not permit any of the Restricted Subsidiaries to, enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or convey, sell, lease, assign, transfer or otherwise dispose of, all or substantially all its business units, assets or other properties, except that:

(a) so long as no Default or Event of Default would result therefrom, any Subsidiary of any Borrower or any other Person may be merged or consolidated with or into a Borrower, *provided* that (i) a Borrower shall be the continuing or surviving entity or (ii) if the Person formed by or surviving any such merger or consolidation is not a Borrower (such Person, the "Successor Borrower"), (A) in the case of a merger or consolidation by a U.S. Person, the Successor Borrower shall be an entity organized or existing under the laws of the United States, any state thereof or the District of Columbia and, in the case of a merger or consolidation by a Canadian Person, the Successor Borrower shall be an entity organized or existing under the laws of Canada or any province thereof, (B) the Successor Borrower shall expressly assume all the obligations of a U.S. Borrower or a Canadian Borrower, as applicable, under this Agreement and the other Loan Documents pursuant to a supplement hereto or thereto in form reasonably satisfactory to the Agent, (C) each applicable Guarantor, unless it is the other party to such merger or consolidation, shall have by a supplement hereto confirmed that its Guarantee shall apply to the Successor Borrower's obligations under this Agreement, (D) each U.S. Domiciled Loan Party and each Canadian Domiciled Loan Party, as applicable, unless it is the other party to such merger or consolidation, shall have by a supplement to this Agreement confirmed that its obligations thereunder shall apply to the Successor Borrower's obligations under this Agreement, and (E) the Borrower shall have delivered to the Agent (1) an officer's certificate stating that such merger or consolidation and such supplements to this Agreement preserve the enforceability of the Guarantee and the perfection and priority of the Liens under the Security Documents and (2) if reasonably requested by the Agent, an opinion of counsel to the effect that such merger or consolidation does not violate this Agreement or any other Loan Document, and *provided further* that if the foregoing are satisfied, the Successor Borrower will succeed to, and be substituted for, such Borrower under this Agreement;

(b) any Subsidiary of a Borrower (other than another Borrower) or any other Person may be merged, amalgamated or consolidated with or into any one or more Subsidiaries of such Borrower, *provided* that (i) in the case of any merger, amalgamation or consolidation involving one or more Restricted Subsidiaries, (A) a Restricted Subsidiary shall be the

continuing or surviving entity or (B) such Borrower shall take all steps necessary to cause the Person formed by or surviving any such merger, amalgamation or consolidation (if other than a Restricted Subsidiary) to become a Restricted Subsidiary, (ii) in the case of any merger, amalgamation or consolidation involving one or more Guarantors, a Guarantor shall be the continuing or surviving entity or the Person formed by or surviving any such merger, amalgamation or consolidation (if other than a Guarantor) shall execute a supplement or joinder to this Agreement, substantially in the form of **Exhibit I**, in order to become a Guarantor under Section 5.10 and a grantor under Section 7.1 to the extent required under Section 10.1.13, (iii) no Default or Event of Default would result from the consummation of such merger, amalgamation or consolidation, (iv) any Indebtedness incurred to finance such merger, amalgamation or consolidation is permitted to be incurred by the Senior Secured Notes Indenture, and (v) such Borrower shall have delivered to the Agent an officer's certificate stating that such merger, amalgamation or consolidation and such supplements and/or joinders to any Security Document preserve the enforceability of the Guarantee and the perfection and priority of the Liens under the Security Documents;

(c) any Restricted Subsidiary that is not a Guarantor may sell, lease, transfer or otherwise dispose of any or all of its assets (upon voluntary liquidation or otherwise) to any Borrower, a Guarantor or any other Restricted Subsidiary;

(d) any Guarantor may sell, lease, transfer or otherwise dispose of any or all of its assets (upon voluntary liquidation or otherwise) to any Borrower or any other Guarantor; and

(e) any Restricted Subsidiary may liquidate or dissolve if (i) the Loan Party Agent determines in good faith that such liquidation or dissolution is in the best interests of the Borrowers and is not materially disadvantageous to the Lenders and (ii) to the extent such Restricted Subsidiary is a Loan Party, any assets or business not otherwise disposed of or transferred in accordance with Section 10.2.4 or 10.2.5, or, in the case of any such business, discontinued, shall be transferred to, or otherwise owned or conducted by, another Loan Party after giving effect to such liquidation or dissolution.

10.2.4 Limitation on Sale of Assets. Each Borrower will not, and will not permit any of the Restricted Subsidiaries to, (x) convey, sell, lease, assign, transfer or otherwise dispose of any of its property, business or assets (including receivables and leasehold interests), whether now owned or hereafter acquired (other than any such sale, transfer, assignment or other disposition resulting from any casualty or condemnation, of any assets of such Borrower or the Restricted Subsidiaries) or (y) sell to any Person (other than a Borrower or a Guarantor) any shares owned by it of any Restricted Subsidiary's Stock and Stock Equivalents, except that:

(a) any Borrower and the Restricted Subsidiaries may sell, transfer or otherwise dispose of (i) inventory in the Ordinary Course of Business, (ii) used or surplus equipment, vehicles and other assets in the Ordinary Course of Business and (iii) Permitted Investments;

(b) any Borrower and the Restricted Subsidiaries may sell, transfer or otherwise dispose of other assets (other than accounts receivable) (each a "Disposition") for fair value, *provided* that:

(i) with respect to any Disposition pursuant to this clause (b) for a purchase price in excess of \$10,000,000, such Borrower or a Restricted Subsidiary shall receive not less than 75% of such consideration in the form of cash or Permitted Investments; *provided* that for the purposes of this clause (i):

(A) any liabilities (as shown on such Borrower's or such Restricted Subsidiary's most recent balance sheet provided hereunder or in the footnotes thereto) of such Borrower or such Restricted Subsidiary, other than liabilities that are by their terms subordinated to the payment in cash of the Obligations, that are assumed by the transferee with respect to the applicable Disposition and for which such Borrower and all of the Restricted Subsidiaries shall have been validly released by all applicable creditors in writing,

(B) any securities received by such Borrower or such Restricted Subsidiary from such transferee that are converted by such Borrower or such Restricted Subsidiary into cash (to the extent of the cash received) within 180 days following the closing of the applicable Disposition, and

(C) any Designated Non-Cash Consideration received by such Borrower or such Restricted Subsidiary in respect of such Disposition having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this Section 10.2.4(b) and Section 10.2.4(c) that is at that time outstanding, not in excess of 6% of Consolidated Total Assets at the time of the receipt of such Designated Non-Cash Consideration, with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value,

shall in each case under this clause (i) be deemed to be cash; and

(ii) after giving effect to any such sale, transfer or disposition, no Default or Event of Default shall have occurred and be continuing;

(c) each Borrower and the Restricted Subsidiaries may make sales of assets to any Borrower or to any Restricted Subsidiary, *provided* that with respect to any such sales to Restricted Subsidiaries that are not Guarantors:

(i) such sale, transfer or disposition shall be for fair value;

(ii) with respect to any Disposition pursuant to this clause (c) for a purchase price in excess of \$10,000,000, such Borrower or a Restricted Subsidiary shall receive not less than 75% of such consideration in the form of cash or Permitted Investments; *provided* that for the purposes of this clause (ii):

(A) any liabilities (as shown on such Borrower's or such Restricted Subsidiary's most recent balance sheet provided hereunder or in the footnotes thereto) of such Borrower or such Restricted Subsidiary, other than liabilities that are by their terms subordinated to the payment in cash of the Obligations, that are assumed by the transferee with respect to the applicable Disposition and for which such Borrower and all of the Restricted Subsidiaries shall have been validly released by all applicable creditors in writing,

(B) any securities received by such Borrower or such Restricted Subsidiary from such transferee that are converted by such Borrower or such Restricted Subsidiary into cash (to the extent of the cash received) within 180 days following the closing of the applicable Disposition,

(C) any Designated Non-Cash Consideration received by such Borrower or such Restricted Subsidiary in respect of such Disposition having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this Section 10.2.4(c) and Section 10.2.4(b) that is at that time outstanding, not in excess of 6% of Consolidated Total Assets at the time of the receipt of such Designated Non-Cash Consideration, with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value,

shall in each case under this clause (ii) be deemed to be cash.

(d) any Borrower and any Restricted Subsidiary may effect any transaction permitted by Section 10.2.3, 10.2.5 or 10.2.6;

(e) in addition to selling or transferring accounts receivable pursuant to the other provisions hereof, MRC and the Restricted Subsidiaries may sell or discount without recourse accounts receivable arising in the Ordinary Course of Business in connection with the compromise or collection thereof consistent with such Person's current credit and collection practices;

(f) any Borrower and any Restricted Subsidiary may lease, sublease, license or sublicense (on a non-exclusive basis with respect to any intellectual property) real, personal or intellectual property in the Ordinary Course of Business;

(g) any Borrower and any Restricted Subsidiary may make sales, transfers and other dispositions of property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such Disposition are promptly applied to the purchase price of such replacement property;

(h) any Borrower and any Restricted Subsidiary may make sales, transfers and other dispositions of property pursuant to Permitted Sale Leaseback transactions;

(i) any Borrower and any Restricted Subsidiary may make Dispositions of Non-Core Assets; and

(j) any Borrower and any Restricted Subsidiary may make sales, transfers and other dispositions of Investments in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture parties set forth in joint venture arrangements and similar binding arrangements.

10.2.5 Limitation on Investments. Each Borrower will not, and will not permit any of the Restricted Subsidiaries to, make any advance, loan, extensions of credit or capital contribution to, or purchase any stock, bonds, notes, debentures or other securities of or any assets of, or make any other Investment in, any Person, except:

(a) extensions of trade credit and asset purchases in the Ordinary Course of Business;

(b) Permitted Investments;

(c) loans and advances to officers, directors and employees of any Borrower (or any direct or indirect parent thereof) or any of its Subsidiaries (i) for reasonable and customary business-related travel, entertainment, relocation and analogous ordinary business purposes (including employee payroll advances), (ii) in connection with such Person's purchase of Stock or Stock Equivalents of such Borrower (or any direct or indirect parent thereof) to the extent that the amount of such loans and advances are contributed to such Borrower in cash and (iii) for purposes not described in the foregoing clauses (i) and (ii), in an aggregate principal amount outstanding not to exceed \$5,000,000;

(d) Investments existing on, or contemplated as of, the date hereof and listed on **Schedule 10.2.5** and any extensions, renewals or reinvestments thereof, so long as the aggregate amount of all Investments pursuant to this clause (d) is not increased at any time above the amount of such Investments existing on the date hereof;

(e) Investments received in connection with the bankruptcy or reorganization of suppliers or customers and in settlement of delinquent obligations of, and other disputes with, customers arising in the Ordinary Course of Business or upon foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment;

(f) Investments to the extent that payment for such Investments is made solely with Stock or Stock Equivalents of any Borrower;

(g) Investments in any Persons provided that after giving effect to such Investments, either (i) both (A) Excess Availability is greater than the higher of (1) 10% of the Commitments and (2) \$75,000,000 and (B) the Consolidated Fixed Charge Coverage Ratio for the most recent Test Period for which financial statements have been delivered pursuant to Section 10.1.1 is greater than 1.0 to 1.0 or (ii) Excess Availability is greater than the higher of (A) 15% of the Commitments and (B) \$125,000,000; *provided* that if the test set forth in clause (g)(i) or (g)(ii) above is not satisfied, then any Borrower shall be permitted to make Investments in an amount not to exceed \$50,000,000 in the aggregate (net of repayments) since the last calculation date on which the Borrowers most recently met the test in clause (g)(i) or (g)(ii) above if, after giving effect to such Investments, either (1) the Consolidated Fixed Charge Coverage Ratio for the most recent Test Period for which financial statements have been

delivered pursuant to Section 10.1.1 is greater than 1.0 to 1.0 or (2) Excess Availability is greater than the higher of (x) 10% of the Commitments and (y) \$75,000,000;

- (h) Investments constituting Permitted Acquisitions;
- (i) Investments constituting non-cash proceeds of sales, transfers and other dispositions of assets to the extent permitted by Section 10.2.4;
- (j) Investments made to repurchase or retire Stock of any Borrower or any direct or indirect parent thereof owned by any employee stock ownership plan or key employee stock ownership plan of such Borrower (or any direct or indirect parent thereof);
- (k) Investments permitted under Section 10.2.6;
- (l) loans and advances to any direct or indirect parent of any Borrower in lieu of, and not in excess of the amount of, dividends to the extent permitted to be made to such parent in accordance with Section 10.2.6;
- (m) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the Ordinary Course of Business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors and other credits to suppliers in the Ordinary Course of Business;
- (n) Investments in the Ordinary Course of Business consisting of Article 3 endorsements for collection or deposit and Article 4 customary trade arrangements with customers consistent with past practices;
- (o) advances of payroll payments to employees in the Ordinary Course of Business;
- (p) Guarantee Obligations of any Borrower or any Restricted Subsidiary of leases (other than Capital Leases) or of other obligations that do not constitute Indebtedness, in each case entered into in the Ordinary Course of Business;
- (q) Investments made to repurchase or retire equity interests of any Borrower (or any direct or indirect parent thereof) owned by any employee stock ownership plan or key employee stock ownership plan of any Borrower (or any direct or indirect parent thereof);
- (r) Investments of a Restricted Subsidiary acquired after the Closing Date or of any Person merged into any Borrower or merged or consolidated with a Restricted Subsidiary in accordance with Section 10.2.3 after the Closing Date to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation; and
- (s) Investments constituting Guarantee Obligations of Indebtedness permitted under Section 10.2.1.

10.2.6 Limitation on Dividends. MRC will not declare or pay any dividends (other than dividends payable solely in its Stock) or return any capital to its stockholders or make any other distribution, payment or delivery of property or cash to its stockholders as such, or redeem, retire, purchase or otherwise acquire, directly or indirectly, for consideration, any shares of any class of its Stock or Stock Equivalents or the Stock or Stock Equivalents of any direct or indirect parent now or hereafter outstanding, or set aside any funds for any of the foregoing purposes, or permit any of its Restricted Subsidiaries to purchase or otherwise acquire for consideration (other than in connection with an Investment permitted by Section 10.2.5) any Stock or Stock Equivalents of MRC, now or hereafter outstanding (all of the foregoing "dividends"), *provided* that, (x) to the extent that a dividend, distribution or any other return of capital pursuant to clause (c) below is funded with a Borrowing hereunder, Excess Availability is not less than \$100,000,000 after giving effect to such dividend, distribution or other return of capital and (y) so long as no Default or Event of Default exists or would exist after giving effect thereto:

(a) MRC may redeem in whole or in part any of its Stock or Stock Equivalents for another class of its Stock or Stock Equivalents or with proceeds from substantially concurrent equity contributions or issuances of new Stock or Stock Equivalents, *provided* that such new Stock or Stock Equivalents contain terms and provisions at least as advantageous to the Lenders in all respects material to their interests as those contained in the Stock or Stock Equivalents redeemed thereby;

(b) MRC may (or may make dividends to permit any direct or indirect parent thereof to) repurchase shares of its (or such parent's) Stock or Stock Equivalents held by officers, directors and employees of MRC and its Subsidiaries, so long as such repurchase is pursuant to, and in accordance with the terms of, management and/or employee stock plans, stock subscription agreements or shareholder agreements; *provided*, that the aggregate amount of all cash paid in respect of all such shares so repurchased in any calendar year does not exceed the sum of (i) \$10,000,000 plus (ii) all amounts obtained by MRC during such calendar year from the sale of such Stock or Stock Equivalents to other officers, directors and employees of MRC and its Subsidiaries in connection with any permitted compensation and incentive arrangements plus (iii) all amounts obtained from any key-man life insurance policies received during such calendar year; *provided further* that the aggregate amount permitted by the foregoing proviso with respect to any calendar year commencing with 2012 shall be increased by 100% of the amount of unused share repurchases for the immediately preceding year (such amount, a "carry-over amount") without giving effect to any carryover amount that was added in such preceding calendar year and assuming any such carry-over amount is utilized first and so long as the aggregate amount of cash paid in respect of all such shares so repurchased in any calendar year does not exceed \$20,000,000; and *provided still further* the aggregate amount of all cash paid in respect of all such shares so repurchased in any calendar year may exceed the aggregate amount permitted by the foregoing provisos if Excess Availability is not less than \$100,000,000 after giving effect to such dividend, distribution or other return of capital;

(c) MRC may pay dividends on its Stock or Stock Equivalents, provided that after giving effect to such payment, either (i) both (A) Excess Availability is greater than the higher of (1) 15% of the Commitments and (2) \$125,000,000 and (B) the Pro Forma Consolidated Fixed Charge Coverage Ratio is greater than 1.0 to 1.0 or (ii) Excess Availability is

greater than the higher of (A) 20% of the Commitments and (B) \$175,000,000, and provided further that the foregoing test shall not apply to any dividends paid with proceeds arising from a Qualified IPO; and

(d) MRC may pay dividends:

(i) to its direct or indirect parent in amounts sufficient for any such parent to pay its income tax obligations for so long as MRC or any Restricted Subsidiary is a member of a group filing a consolidated, combined, unitary, affiliated or other similar tax return with such parent; *provided* the amount of dividends paid under this clause (i) in respect of income tax obligations is limited to the extent such tax liability is directly attributable to the taxable income of MRC or its Subsidiaries (that are included in such consolidated, combined, unitary, affiliated or other similar tax return), determined as if MRC and such Subsidiaries filed a separate consolidated, combined, unitary, affiliated or other similar tax return as a stand-alone group and will be used to pay (or to make dividends to allow any direct or indirect parent to pay), within 30 days of the receipt thereof, the tax liability to each relevant jurisdiction in respect of such consolidated, combined, unitary, affiliated or other similar returns;

(ii) the proceeds of which shall be used to allow any direct or indirect parent of MRC to pay (A) its operating expenses incurred in the Ordinary Course of Business and other corporate overhead costs and expenses (including administrative, legal, accounting and similar expenses provided by third parties), which are reasonable and customary and incurred in the Ordinary Course of Business, in an aggregate amount not to exceed \$2,000,000 in any fiscal year of MRC plus any reasonable and customary indemnification claims made by directors or officers of MRC (or any parent thereof) attributable to the ownership or operations of MRC and its Subsidiaries or (B) fees and expenses otherwise (1) due and payable by MRC or any of its Subsidiaries and (2) permitted to be paid by MRC or such Subsidiary under this Agreement;

(iii) without duplication of clause (i), above, the proceeds of which shall be used to pay franchise taxes and other fees, taxes and expenses required to maintain the corporate existence of any direct or indirect parent of MRC or its Restricted Subsidiaries, within thirty (30) days of the receipt thereof;

(iv) to any direct or indirect parent of MRC to finance any Investment permitted to be made pursuant to Section 10.2.5; *provided* that (A) such dividend shall be made substantially concurrently with the closing of such Investment and (B) such parent shall, immediately following the closing thereof, cause (1) all property acquired (whether assets, Stock or Stock Equivalents) to be contributed to MRC or its Restricted Subsidiaries or (2) the merger (to the extent permitted in Section 10.2.5) of the Person formed or acquired into MRC or its Restricted Subsidiaries in order to consummate such Permitted Acquisition.

10.2.7 Limitations on Debt Payments and Amendments.

(a) Each Borrower will not, and will not permit any Restricted Subsidiary to, prepay, repurchase or redeem or otherwise defease any Subordinated Indebtedness; *provided, however*, that so long as no Default or Event of Default shall have occurred and be continuing at the date of such prepayment, repurchase, redemption or other defeasance or would result after giving effect thereto, any Borrower or any Restricted Subsidiary may prepay, repurchase or redeem Subordinated Indebtedness if either (A) both (1) Excess Availability is greater than the higher of (x) 15% of the Commitments and (y) \$125,000,000 and (2) the Pro Forma Consolidated Fixed Charge Coverage Ratio is greater than 1.0 to 1.0 or (B) Excess Availability is greater than the higher of (1) 20% of the Commitments and (2) \$175,000,000, in each case after giving effect to such prepayment, repurchase, redemption or other defeasance, with the proceeds of Subordinated Indebtedness that (A) is permitted by Section 10.2.1(b) (other than Section 10.2.1(b)(xiv)) and (B) has terms not materially less advantageous to the Lenders than those of such Subordinated Indebtedness being refinanced.

(b) Each Borrower will not waive, amend, modify, terminate or release any Subordinated Indebtedness to the extent that any such waiver, amendment, modification, termination or release would be adverse to the Lenders in any material respect.

(c) The Initial Canadian Borrower will not, and will not permit any Restricted Subsidiary to, make any payment with respect to the Subordinated Indebtedness covered by the Subordination Agreement except for the discharge of such Subordinated Indebtedness as permitted under the Subordination Agreement.

10.2.8 Limitations on Sale Leasebacks. Each Borrower will not, and will not permit any Restricted Subsidiary to, enter into or effect any Sale Leasebacks, other than Permitted Sale Leasebacks.

10.2.9 Changes in Business. The Borrowers and the Subsidiaries, taken as a whole, will not fundamentally and substantively alter the character of their business, taken as a whole, from the business conducted by the Borrowers and the Subsidiaries, taken as a whole, on the Closing Date and other business activities incidental or related to any of the foregoing.

10.2.10 Burdensome Agreements. Each Borrower will not, and will not permit any Restricted Subsidiary to, enter into or permit to exist any contractual obligation (other than this Agreement or any other Loan Document) that limits the ability of (a) any Restricted Subsidiary that is not a Borrower or Guarantor to make dividends to any Borrower or any Guarantor or (b) such Borrower or any Guarantor to create, incur, assume or suffer to exist Liens on property of such Person for the benefit of the Lenders with respect to the Secured Obligations; *provided* that the foregoing clauses (a) and (b) shall not apply to contractual obligations which (i)(A) exist on the date hereof and (to the extent not otherwise permitted by this Section 10.2.10) are listed on **Schedule 10.2.10** and (B) to the extent contractual obligations permitted by clause (A) are set forth in an agreement evidencing Indebtedness, are set forth in any agreement evidencing any permitted renewal, extension or refinancing of such Indebtedness so long as such renewal, extension or refinancing does not expand the scope of such contractual obligation, (ii) are binding on a Restricted Subsidiary at the time such Restricted Subsidiary first becomes a

Restricted Subsidiary of such Borrower, so long as such contractual obligations were not entered into solely in contemplation of such Person becoming a Restricted Subsidiary of such Borrower; (iii) represent Indebtedness of a Restricted Subsidiary of such Borrower which is not a Loan Party which is permitted by Section 10.2.1, (iv) arise in connection with any Disposition permitted by Section 10.2.4, (v) are customary provisions in joint venture agreements and other similar agreements applicable to joint ventures permitted under Section 10.2.5 and applicable solely to such joint venture entered into in the Ordinary Course of Business, (vi) are negative pledges and restrictions on Liens in favor of any holder of Indebtedness permitted under Section 10.2.1 but solely to the extent any negative pledge relates to the property financed by or the subject of such Indebtedness, (vii) are customary restrictions on leases, subleases, licenses or asset sale agreements otherwise permitted hereby so long as such restrictions relate to the assets subject thereto, (viii) comprise restrictions imposed by any agreement relating to secured Indebtedness permitted pursuant to Section 10.2.1 to the extent that such restrictions apply only to the property or assets securing such Indebtedness or, in the case of secured Indebtedness incurred pursuant to Section 10.2.1(b)(ix) or Section 10.1.(b)(x) only, to the Restricted Subsidiaries incurring or guaranteeing such Indebtedness, (ix) are customary provisions restricting subletting or assignment of any lease governing a leasehold interest of such Borrower or any Restricted Subsidiary, (x) are customary provisions restricting assignment of any agreement entered into in the Ordinary Course of Business, (xi) are restrictions on cash or other deposits imposed by customers under contracts entered into in the Ordinary Course of Business, and (xii) exist under the Senior Secured Notes Indenture or any documentation relating to such debt.

10.3 Financial Covenants. As long as any Commitments or Obligations are outstanding:

10.3.1 Consolidated Fixed Charge Coverage Ratio. The Parent and its Subsidiaries shall maintain, as of the last day of each fiscal quarter during the occurrence and continuance of a FCCR Test Event, a Consolidated Fixed Charge Coverage Ratio of at least 1.0 to 1.0 for the Test Period ending on the last day of such fiscal quarter.

SECTION 11. EVENTS OF DEFAULT; REMEDIES ON DEFAULT

11.1 Events of Default. Upon the occurrence of any of the following specified events (each, an "Event of Default"), if the same shall occur for any reason whatsoever, whether voluntary or involuntary, by operation of law or otherwise:

11.1.1 Payments. Any Borrower shall (a) default in the payment when due of any principal of the Loans or (b) default in the payment when due of any interest on the Loans or any Fees or any other amounts owing hereunder or under any other Loan Document and, so long as no Cash Dominion Event exists, such default shall continue for five or more days; or

11.1.2 Representations, etc. Any representation, warranty or statement made or deemed made by any Loan Party herein or in any Security Document or any certificate, statement, report or other document delivered or required to be delivered pursuant hereto or thereto shall prove to be untrue in any material respect on the date as of which made or deemed made; or

11.1.3 Covenants. Any Loan Party shall:

(a) default in the due performance or observance by it of any term, covenant or agreement contained in Section 10.1.1(h), Section 10.1.14, Section 10.2 or Section 10.3;

(b) default in the due performance or observance by it of any term, covenant or agreement contained in Section 10.1.1(f) and such default shall continue unremedied for a period of at least ten (10) Business Days (which period is shortened to four (4) Business Days if an FCCR Test Event is continuing) after the earlier of the date on which a Senior Officer of such Loan Party has knowledge of such default and the date of receipt of written notice by such Loan Party from the Agent or the Required Lenders; or

(c) default in the due performance or observance by it of any term, covenant or agreement (other than those referred to in Section 11.1.1 or 11.1.2 or clauses (a) or (b) of this Section 11.1.3) contained in this Agreement, any Security Document or the Fee Letter and such default shall continue unremedied for a period of at least thirty (30) days after receipt of written notice by such Loan Party from the Agent or the Required Lenders; or

11.1.4 Default Under Other Agreements. (a) Any of the Borrowers or any of the Restricted Subsidiaries shall (i) default in any payment with respect to any Indebtedness (other than the Obligations) in excess of \$30,000,000 in the aggregate, for such Borrowers and such Restricted Subsidiaries, beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness was created or (ii) default in the observance or performance of any agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist (other than, with respect to Indebtedness consisting of any Hedge Agreements, termination events or equivalent events pursuant to the terms of such Hedge Agreements), the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause, any such Indebtedness to become due prior to its stated maturity; or (b) without limiting the provisions of clause (a) above, any such Indebtedness shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment or as a mandatory prepayment (and, with respect to Indebtedness consisting of any Hedge Agreements, other than due to a termination event or equivalent event pursuant to the terms of such Hedge Agreements), prior to the stated maturity thereof; or

11.1.5 Bankruptcy, etc. (a) Any Borrower or any Specified Subsidiary shall commence a voluntary Insolvency Proceeding (b) any Foreign Subsidiary that is a Specified Subsidiary, shall commence a voluntary case, proceeding or action under domestic or foreign law relating to bankruptcy, judicial management, insolvency reorganization or relief of debtors legislation of its jurisdiction of incorporation, in each case as now or hereafter in effect, or any successor thereto, (c) an involuntary Insolvency Proceeding is commenced against any Borrower or any Specified Subsidiary and the petition is not controverted within 10 days after commencement thereof; (d) an involuntary Insolvency Proceeding is commenced against any Borrower or any Specified Subsidiary and the petition is not dismissed within 60 days after commencement thereof; (e) a Creditor Representative or similar Person is appointed for, or takes charge of, all or substantially all of the property of any Borrower or any Specified Subsidiary; (f)

any Borrower or any Specified Subsidiary commences any other proceeding or action under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to any Borrower or any Specified Subsidiary; (g) there is commenced against any Borrower or any Specified Subsidiary any such proceeding or action that remains undismissed for a period of 60 days; (h) any Borrower or any Specified Subsidiary is adjudicated insolvent or bankrupt; (i) any order of relief or other order approving any such case or proceeding or action is entered; (j) any Borrower or any Specified Subsidiary suffers any appointment of any Creditor Representative or the like for it or any substantial part of its Property to continue undischarged or unstayed for a period of 60 days; (k) any Borrower or any Specified Subsidiary makes a general assignment for the benefit of creditors; (l) any corporate action is taken by any Borrower or any Specified Subsidiary for the purpose of effecting any of the foregoing; or

11.1.6 ERISA. (a) Any Plan shall fail to satisfy the minimum funding standard required for any plan year or part thereof or a waiver of such standard or extension of any amortization period is sought or granted under Section 412 of the Code; any Plan is or shall have been terminated or is the subject of termination proceedings under ERISA (including the giving of written notice thereof); an event shall have occurred or a condition shall exist in either case entitling the PBGC to terminate any Plan or to appoint a trustee to administer any Plan (including the giving of written notice thereof); any Plan shall have an accumulated funding deficiency (whether or not waived); any Borrower or any Subsidiary or any ERISA Affiliate has incurred or is likely to incur a liability to or on account of a Plan under Section 409, 502(i), 502(l), 515, 4062, 4063, 4064, 4069, 4201 or 4204 of ERISA or Section 4971 or 4975 of the Code (including the giving of written notice thereof); (b) there could result from any event or events set forth in clause (a) of this Section 11.1.6 the imposition of a lien, the granting of a security interest, or a liability, or the reasonable likelihood of incurring a lien, security interest or liability; and (c) such lien, security interest or liability will or would be reasonably likely to have a Material Adverse Effect; or

11.1.7 Canadian Pension Plan. (a) A Termination Event shall occur or any Canadian Multi-Employer Plan shall be terminated, in each case, in circumstances which would result or could reasonably be expected to result in a Canadian Facility Loan Party being required to make a contribution to or in respect of a Canadian Pension Plan or a Canadian Multi-Employer Plan or results in the appointment, by FSCO, of an administrator to wind up a Canadian Pension Plan, (b) any Canadian Domiciled Loan Party is in default with respect to any required contributions to a Canadian Pension Plan; or (c) any Lien arises (save for contribution amounts not yet due) in connection with any Canadian Pension Plan, provided the events set forth in clauses (a), (b) and (c), individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect (it being acknowledged that, for purposes of this Section, funding deficiencies and other benefit liabilities existing as of the Closing Date shall be included in the determination of whether a Material Adverse Effect has occurred or exists); or

11.1.8 Guarantee. Any Guarantee provided by any Material Subsidiary or any material provision thereof shall cease to be in full force or effect or any such Guarantor thereunder or any Loan Party shall deny or disaffirm in writing any such Guarantor's obligations under the Guarantee (or any of the foregoing shall occur with respect to a Guarantee provided by a Subsidiary that is not a Material Subsidiary and shall continue unremedied for a period of at

least 5 Business Days after receipt of written notice to the Loan Party Agent from the Agent or the Required Lenders); or

11.1.9 Security Documents. Any Security Document pursuant to which the assets of any Borrower or any Material Subsidiary are pledged as Collateral or any material provision thereof shall cease to be in full force or effect (other than pursuant to the terms hereof or thereof or as a result of acts or omissions of the Agent or any Lender) or any grantor thereunder or any Loan Party shall deny or disaffirm in writing any grantor's obligations under such Security Document (or any of the foregoing shall occur with respect to Collateral provided by a Subsidiary that is not a Material Subsidiary and shall continue unremedied for a period of at least 5 Business Days after receipt of written notice to the Loan Party Agent from the Agent or the Required Lenders); or

11.1.10 Judgments. One or more judgments or decrees shall be entered against any Borrower or any of the Restricted Subsidiaries involving a liability of \$30,000,000 or more in the aggregate for all such judgments and decrees for the Borrowers and the Restricted Subsidiaries (to the extent not paid or fully covered by insurance provided by a carrier not disputing coverage) and any such judgments or decrees shall not have been satisfied, vacated, discharged or stayed or bonded pending appeal within 60 days from the entry thereof; or

11.1.11 Change of Control. A Change of Control shall occur; or

11.1.12 Intercreditor; Subordination. The Intercreditor Agreement shall be invalidated or otherwise cease to constitute the legal, valid and binding obligations of the Senior Secured Notes Secured Parties (as defined therein) and the Subordinated Lien Secured Parties (as defined therein), enforceable in accordance with its terms or the subordination provisions of any document or instrument evidencing any Permitted Additional Debt or other Subordinated Indebtedness having a principal amount in excess of \$15,000,000 that are subordinated shall be invalidated or otherwise cease to be legal, valid and binding obligations of the holders of such Permitted Additional Debt or other Subordinated Indebtedness, enforceable in accordance with their terms;

then, (1) upon the occurrence of any Event of Default described in Section 11.1.5, automatically, and (2) upon the occurrence of any other Event of Default, at the request of (or with the consent of) Required Lenders, upon notice to the Borrowers by the Agent, (A) the Commitment of each Lender and the obligation of any Fronting Bank to issue any Letter of Credit shall immediately terminate; (B) each of the following shall immediately become due and payable, in each case without presentment, demand, protest or other requirements of any kind, all of which are hereby expressly waived by each Loan Party: (I) the unpaid principal amount of and accrued interest on the Loans, (II) an amount equal to the maximum amount that may at any time be drawn under all Letters of Credit then outstanding (regardless of whether any beneficiary under any such Letter of Credit shall have presented, or shall be entitled at such time to present, the drafts or other documents or certificates required to draw under such Letters of Credit), and (III) all other Obligations; *provided*, the foregoing shall not affect in any way the obligations of Lenders under Section 2.2.2 or 2.2.5; (C) the Agent may enforce any and all Liens and security interests created pursuant to Security Documents; and (D) the Agent shall direct the Borrowers to pay (and each Borrower hereby agrees upon receipt of such notice, or upon the occurrence of any Event of

Default specified in Section 11.1.5 to pay) to the Agent such additional amounts of cash as reasonably requested by any Fronting Bank, to be held as security for the Borrowers' reimbursement Obligations in respect of Letters of Credit then outstanding.

11.2 License. Agent is hereby granted an irrevocable (during the continuance of an Event of Default), non-exclusive license or other right to use, license or sub-license (without payment of royalty or other compensation to any Loan Party) any or all intellectual property of Loan Parties, computer hardware and software, trade secrets, brochures, customer lists, promotional and advertising materials, labels, packaging materials and other Property, in advertising for sale, marketing, selling, collecting, completing manufacture of, or otherwise exercising any rights or remedies with respect to, any Collateral. Each Loan Party's rights and interests under intellectual property shall inure to Agent's benefit.

11.3 Setoff. At any time during the continuation of an Event of Default, each of the Agent, any Fronting Bank, any Lender, and any of their Affiliates is authorized, to the fullest extent permitted by Applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by the Agent, Fronting Bank, such Lender or such Affiliate to or for the credit or the account of a Loan Party against any Obligations, irrespective of whether or not the Agent, such Fronting Bank, such Lender or such Affiliate shall have made any demand under this Agreement or any other Loan Document and although such Obligations may be contingent or unmatured or are owed to a branch or office of the Agent, such Fronting Bank, such Lender or such Affiliate different from the branch or office holding such deposit or obligated on such indebtedness. The rights of the Agent, each Fronting Bank, each Lender and each such Affiliate under this Section 11.3 are in addition to other rights and remedies (including other rights of setoff) that such Person may have.

11.4 Remedies Cumulative; No Waiver.

11.4.1 Cumulative Rights. All agreements, warranties, guaranties, indemnities and other undertakings of Loan Parties under the Credit Documents are cumulative and not in derogation of each other. The rights and remedies of the Agent and Lenders are cumulative, may be exercised at any time and from time to time, concurrently or in any order, and are not exclusive of any other rights or remedies available by agreement, by law, at equity or otherwise. All such rights and remedies shall continue in full force and effect until Full Payment of all Obligations.

11.4.2 Waivers. No waiver or course of dealing shall be established by (a) the failure or delay of the Agent or any Lender to require strict performance by Loan Parties with any terms of the Loan Documents, or to exercise any rights or remedies with respect to Collateral or otherwise; (b) the making of any Loan or issuance of any Letter of Credit during a Default, Event of Default or other failure to satisfy any conditions precedent; or (c) acceptance by the Agent or any Lender of any payment or performance by a Loan Party under any Loan Documents in a manner other than that specified therein. It is expressly acknowledged by Loan Parties that any failure to satisfy a financial covenant on a measurement date shall not be cured or remedied by satisfaction of such covenant on a subsequent date.

11.5 Judgment Currency. If, for the purpose of obtaining judgment in any court or obtaining an order enforcing a judgment, it becomes necessary to convert any amount due under this Agreement in Dollars or in any other currency (hereinafter in this Section 11.5 called the “first currency”) into any other currency (hereinafter in this Section 11.5 called the “second currency”), then the conversion shall be made at the Agent’s spot rate of exchange for buying the first currency with the second currency prevailing at the Agent’s close of business on the Business Day next preceding the day on which the judgment is given or (as the case may be) the order is made. Any payment made by an Loan Party to any Credit Party pursuant to this Agreement in the second currency shall constitute a discharge of the obligations of any applicable Loan Parties to pay to such Credit Party any amount originally due to the Credit Party in the first currency under this Agreement only to the extent of the amount of the first currency which such Credit Party is able, on the date of the receipt by it of such payment in any second currency, to purchase, in accordance with such Credit Party’s normal banking procedures, with the amount of such second currency so received. If the amount of the first currency falls short of the amount originally due to such Credit Party in the first currency under this Agreement, Loan Parties agree that they will indemnify each Credit Party against and save such Credit Party harmless from any shortfall so arising. This indemnity shall constitute an obligation of each such Loan Party separate and independent from the other obligations contained in this Agreement, shall give rise to a separate and independent cause of action and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum or sums in respect of amounts due to any Credit Party under any Loan Documents or under any such judgment or order. Any such shortfall shall be deemed to constitute a loss suffered by such Credit Party and Loan Parties shall not be entitled to require any proof or evidence of any actual loss. If the amount of the first currency exceeds the amount originally due to a Credit Party in the first currency under this Agreement, such Credit Party shall promptly remit such excess to Loan Parties. The covenants contained in this Section 11.5 shall survive the Full Payment of the Obligations under this Agreement.

SECTION 12. AGENT

12.1 Appointment, Authority and Duties of Agent

12.1.1 Appointment and Authority.

(a) Each Secured Party appoints and designates Bank of America as the Agent under all Loan Documents. The Agent may, and each Secured Party authorizes the Agent to, enter into all Loan Documents to which the Agent is intended to be a party and accept all Security Documents, for the Agent’s benefit and the Pro Rata benefit of the Secured Parties. Each Secured Party agrees that any action taken by the Agent, Required Borrower Group Lenders or Required Lenders in accordance with the provisions of the Loan Documents, and the exercise by the Agent or Required Lenders of any rights or remedies set forth therein, together with all other powers reasonably incidental thereto, shall be authorized by and binding upon all Secured Parties. Without limiting the generality of the foregoing, the Agent shall have the sole and exclusive authority to (i) act as the disbursing and collecting agent for Lenders with respect to all payments and collections arising in connection with the Loan Documents; (ii) execute and deliver as the Agent each Loan Document, including any intercreditor or subordination agreement (or joinder thereto), and accept delivery of each Loan Document from any Loan Party

or other Person; (iii) act as collateral agent for Secured Parties for purposes of perfecting and administering Liens under the Loan Documents, and for all other purposes stated therein; (iv) manage, supervise or otherwise deal with Collateral; and (v) take any Enforcement Action or otherwise exercise any rights or remedies with respect to any Collateral under the Loan Documents, Applicable Law or otherwise. The duties of the Agent shall be ministerial and administrative in nature, and the Agent shall not have a fiduciary relationship with any Secured Party, Participant or other Person, by reason of any Loan Document or any transaction relating thereto. The Agent alone shall be authorized to determine whether any Accounts or Inventory constitute Eligible Accounts or Eligible Inventory, whether to impose or release any reserve, or whether any conditions to funding or to issuance of a Letter of Credit have been satisfied, which determinations and judgments, if exercised in good faith, shall exonerate the Agent from liability to any Lender or other Person for any error in judgment.

(b) For the purposes of creating a solidarité active in accordance with Article 1541 of the Civil Code of Québec between each Secured Party, taken individually, on the one hand, and the Agent, on the other hand, each Loan Party and each such Secured Party acknowledge and agree with the Agent that such Secured Party and the Agent are hereby conferred the legal status of solidary creditors of each such Loan Party in respect of all Obligations owed by each such Loan Party to the Agent and such Secured Party hereunder and under the other Loan Documents (collectively, the "Solidary Claim") and that, accordingly, but subject (for the avoidance of doubt) to Article 1542 of the Civil Code of Québec, each such Loan Party is irrevocably bound towards the Agent and each Secured Party in respect of the entire Solidary Claim of the Agent and such Secured Party. As a result of the foregoing, the parties hereto acknowledge that the Agent and each Secured Party shall at all times have a valid and effective right of action for the entire Solidary Claim of the Agent and such Secured Party and the right to give full acquittance for it. Accordingly, and without limiting the generality of the foregoing, the Agent, as solidary creditor with each Secured Party, shall at all times have a valid and effective right of action in respect of the Solidary Claim and the right to give a full acquittance for same. By its execution of the Loan Documents to which it is a party, each such Loan Party not a party hereto shall also be deemed to have accepted the stipulations hereinabove provided. The parties further agree and acknowledge that such Liens (hypothecs) under the Security Documents and the other Loan Documents shall be granted to the Agent, for its own benefit and for the benefit of the Secured Parties, as solidary creditor as hereinabove set forth.

12.1.2 Duties. The Agent shall not have any duties except those expressly set forth in the Loan Documents. The conferral upon the Agent of any right shall not imply a duty to exercise such right, unless instructed to do so by Lenders in accordance with this Agreement.

12.1.3 Agent Professionals. The Agent may perform its duties through agents and employees. The Agent may consult with and employ Agent Professionals, and shall be entitled to act upon, and shall be fully protected in any action taken in good faith reliance upon, any advice given by an Agent Professional. The Agent shall not be responsible for the negligence or misconduct of any agents, employees or Agent Professionals selected by it with reasonable care.

12.1.4 Instructions of Required Lenders. The rights and remedies conferred upon the Agent under the Loan Documents may be exercised without the necessity of joinder of

any other party, unless required by Applicable Law. The Agent may request instructions from Required Lenders, Required Borrower Group Lenders or other Secured Parties with respect to any act (including the failure to act) in connection with any Loan Documents, and may seek assurances to its satisfaction from the Secured Parties of their indemnification obligations against all Claims that could be incurred by the Agent in connection with any act. The Agent shall be entitled to refrain from any act until it has received such instructions or assurances, and the Agent shall not incur liability to any Person by reason of so refraining. Instructions of Required Lenders or Required Borrower Group Lenders shall be binding upon all Secured Parties, and no Secured Party shall have any right of action whatsoever against the Agent as a result of the Agent acting or refraining from acting in accordance with the instructions of Required Lenders or Required Borrower Group Lenders. Notwithstanding the foregoing, instructions by and consent of specific parties shall be required to the extent provided in Section 14.1.1. In no event shall the Agent be required to take any action that, in its opinion, is contrary to Applicable Law or any Loan Documents or could subject any Agent Indemnitee to personal liability.

12.2 Agreements Regarding Collateral and Field Examination Reports

12.2.1 Lien Releases; Care of Collateral

(a) Canadian Facility Secured Parties authorize the Agent to release any Lien with respect to any Canadian Facility Collateral (i) upon Full Payment of the Canadian Facility Obligations; (ii) that the Loan Party Agent certifies in writing to the Agent is permitted under Section 10.2.4 or a Lien which Loan Party Agent certifies is permitted under Section 10.2.2 and entitled to priority over the Agent's Liens (and the Agent may rely conclusively on any such certificate without further inquiry); (iii) that does not constitute a material part of the Canadian Facility Collateral; or (iv) with the written consent of all Canadian Lenders.

(b) U.S. Facility Secured Parties authorize the Agent to release any Lien with respect to any U.S. Facility Collateral (i) upon Full Payment of the U.S. Facility Obligations; (ii) that the Loan Party Agent certifies in writing to the Agent is permitted under Section 10.2.4 or a Lien which Loan Party Agent certifies is permitted to be sold under Section 10.2.2 and entitled to priority over the Agent's Liens (and the Agent may rely conclusively on any such certificate without further inquiry); (iii) that does not constitute a material part of the U.S. Facility Collateral; or (iv) with the written consent of all U.S. Lenders.

(c) The Agent shall have no obligation to assure that any Collateral exists or is owned by a Loan Party, or is cared for, protected or insured, nor to assure that the Agent's Liens have been properly created, perfected or enforced, or are entitled to any particular priority, nor to exercise any duty of care with respect to any Collateral.

12.2.2 Possession of Collateral

(a) The Agent and Canadian Facility Secured Parties appoint each Canadian Lender as agent (for the benefit of Canadian Facility Secured Parties) for the purpose of perfecting Liens in any Canadian Facility Collateral held or controlled by such Canadian Lender, to the extent such Liens are perfected by possession or control.

(b) The Agent and U.S. Facility Secured Parties appoint each U.S. Lender as agent (for the benefit of U.S. Facility Secured Parties) for the purpose of perfecting Liens in any U.S. Facility Collateral held or controlled by such U.S. Lender, to the extent such Liens are perfected by possession or control.

(c) If any Lender obtains possession or control of any Collateral, it shall notify the Agent thereof and, promptly upon the Agent's request, deliver such Collateral to the Agent or otherwise deal with it in accordance with the Agent's instructions.

12.2.3 Reports. The Agent shall promptly forward to each Applicable Lender, when complete, copies of any field audit, examination or appraisal report prepared by or for the Agent with respect to any Loan Party or Collateral ("**Report**"). Each Lender agrees (a) that neither Bank of America nor the Agent makes any representation or warranty as to the accuracy or completeness of any Report, and shall not be liable for any information contained in or omitted from any Report; (b) that the Reports are not intended to be comprehensive audits or examinations, and that the Agent or any other Person performing any audit or examination will inspect only specific information regarding Obligations or the Collateral and will rely significantly upon the applicable Loan Parties' books and records as well as upon representations of the applicable Loan Parties' officers and employees; and (c) to keep all Reports confidential and strictly for such Lender's internal use, and not to distribute any Report (or the contents thereof) to any Person (except to such Lender's Participants, attorneys and accountants) or use any Report in any manner other than administration of the Loans and other Obligations. Each Lender shall indemnify and hold harmless the Agent and any other Person preparing a Report from any action such Lender may take as a result of or any conclusion it may draw from any Report, as well as from any Claims arising as a direct or indirect result of the Agent furnishing a Report to such Lender.

12.3 Reliance By Agent. The Agent shall be entitled to rely, and shall be fully protected in relying, upon any certification, notice or other communication (including those by telephone, telex, telegram, teletype or e-mail) believed by it in good faith to be genuine and correct and to have been signed, sent or made by the proper Person, and upon the advice and statements of Agent Professionals. The Agent shall have a reasonable and practicable amount of time to act upon any instruction, notice or other communication under any Loan Document, and shall not be liable for any delay in acting.

12.4 Action Upon Default. The Agent shall not be deemed to have knowledge of any Default or Event of Default, or of any failure to satisfy any conditions in Section 6, unless it has received written notice from a the Loan Party Agent, Required Lenders or Required Borrower Group Lenders specifying the occurrence and nature thereof. If any Lender acquires knowledge of a Default, Event of Default or of such conditions, it shall promptly notify the Agent and the other Lenders thereof in writing. Each Secured Party agrees that, except as otherwise provided in any Credit Documents or with the written consent of the Agent and Required Lenders, it will not take any Enforcement Action, accelerate Obligations (other than Secured Bank Product Obligations), or exercise any right that it might otherwise have under Applicable Law to credit bid at foreclosure sales, UCC or PPSA sales or other similar dispositions of Collateral or to assert any rights relating to any Collateral.

12.5 Ratable Sharing. If any Lender shall obtain any payment or reduction of any Obligation, whether through set-off or otherwise, in excess of its share of such Obligation, determined on a Pro Rata basis or in accordance with Section 5.5.1, as applicable, such Lender shall forthwith purchase from the Agent, any Fronting Bank and the other Applicable Lenders such participations in the affected Obligation as are necessary to cause the purchasing Lender to share the excess payment or reduction on a Pro Rata basis or in accordance with Section 5.5.1, as applicable. If any of such payment or reduction is thereafter recovered from the purchasing Lender, the purchase shall be rescinded and the purchase price restored to the extent of such recovery, but without interest. Notwithstanding the foregoing, if a Defaulting Lender obtains a payment or reduction of any Obligation, it shall immediately turn over the amount thereof to the Agent for application under Section 4.2 and it shall provide a written statement to the Agent describing the Obligation affected by such payment or reduction. No Lender shall setoff against any Dominion Account without the prior consent of the Agent.

12.6 Indemnification of Agent Indemnitees. EACH LENDER SHALL INDEMNIFY AND HOLD HARMLESS AGENT INDEMNITEES, TO THE EXTENT NOT REIMBURSED BY LOAN PARTIES (BUT WITHOUT LIMITING THE INDEMNIFICATION OBLIGATIONS OF LOAN PARTIES UNDER ANY CREDIT DOCUMENTS), ON A PRO RATA BASIS, AGAINST ALL CLAIMS THAT MAY BE INCURRED BY OR ASSERTED AGAINST ANY SUCH AGENT INDEMNITEE, *PROVIDED* THE ANY CLAIM AGAINST AN AGENT INDEMNITEE RELATES TO OR ARISES FROM ITS ACTING AS OR FOR THE AGENT (IN THE CAPACITY OF THE AGENT). In no event shall any Lender have any obligation hereunder to indemnify or hold harmless an Agent Indemnitee with respect to a Claim that is determined in a final, non-appealable judgment by a court of competent jurisdiction to result from the gross negligence or willful misconduct of such Agent Indemnitee. In the Agent's discretion, it may reserve for any Claims made against an Agent Indemnitee, and may satisfy any judgment, order or settlement relating thereto, from proceeds of Collateral prior to making any distribution of Collateral proceeds to the Secured Parties. If the Agent is sued by any Creditor Representative, debtor-in-possession or other Person for any alleged preference or fraudulent transfer, then any monies paid by the Agent in settlement or satisfaction of such proceeding, together with all interest, costs and expenses (including attorneys' fees) incurred in the defense of same, shall be promptly reimbursed to the Agent by each Lender to the extent of its Pro Rata share.

12.7 Limitation on Responsibilities of Agent. The Agent shall not be liable to any Secured Party for any action taken or omitted to be taken under the Credit Documents, except for losses directly and solely caused by the Agent's gross negligence or willful misconduct. The Agent does not assume any responsibility for any failure or delay in performance or any breach by any Loan Party, Lender or other Secured Party of any obligations under the Credit Documents. The Agent does not make any express or implied warranty, representation or guarantee to the Secured Parties with respect to any Obligations, Collateral, Credit Documents or Loan Party. No Agent Indemnitee shall be responsible to the Secured Parties for any recitals, statements, information, representations or warranties contained in any Credit Documents; the execution, validity, genuineness, effectiveness or enforceability of any Credit Documents; the genuineness, enforceability, collectability, value, sufficiency, location or existence of any Collateral, or the validity, extent, perfection or priority of any Lien therein; the validity, enforceability or collectability of any Obligations; or the assets, liabilities, financial condition,

results of operations, business, creditworthiness or legal status of any Loan Party or Account Debtor. No Agent Indemnitee shall have any obligation to any Secured Party to ascertain or inquire into the existence of any Default or Event of Default, the observance or performance by any Loan Party of any terms of the Credit Documents, or the satisfaction of any conditions precedent contained in any Credit Documents.

12.8 Successor Agent and Co-Agents

12.8.1 Resignation; Successor Agent. Subject to the appointment and acceptance of a successor Agent as provided below, Agent may resign at any time by giving at least 30 days written notice thereof to Lenders and Loan Party Agent. Upon receipt of such notice, Required Lenders shall have the right to appoint a successor Agent which shall be (a) a U.S. Lender or an Affiliate of a U.S. Lender; or (b) a commercial bank that is organized under the laws of the United States or any state or district thereof, has a combined capital surplus of at least \$200,000,000 and (*provided no Event of Default exists*) is reasonably acceptable to Loan Party Agent. Upon acceptance by a successor Agent of an appointment to serve as the Agent hereunder, or upon appointment of Required Lenders as successor Agent, such successor Agent shall thereupon succeed to and become vested with all the powers and duties of the retiring Agent without further act, and the retiring Agent shall be discharged from its duties and obligations hereunder but shall continue to have the benefits of the indemnification set forth in Sections 12.6 and 14.2. Notwithstanding any Agent's resignation, the provisions of this Section 12 shall continue in effect for its benefit with respect to any actions taken or omitted to be taken by it while the Agent. Any successor to Bank of America by merger or acquisition of stock or this loan shall continue to be the Agent hereunder without further act on the part of the parties hereto, unless such successor resigns as provided above.

12.8.2 Separate Collateral Agent. It is the intent of the parties that there shall be no violation of any Applicable Law denying or restricting the right of financial institutions to transact business in any jurisdiction. If the Agent believes that it may be limited in the exercise of any rights or remedies under the Credit Documents due to any Applicable Law, the Agent may appoint an additional Person who is not so limited, as a separate collateral agent or co-collateral agent. If the Agent so appoints a collateral agent or co-collateral agent, each right and remedy intended to be available to the Agent under the Credit Documents shall also be vested in such separate agent. The Secured Parties shall execute and deliver such documents as the Agent deems appropriate to vest any rights or remedies in such agent. If any collateral agent or co-collateral agent shall die or dissolve, become incapable of acting, resign or be removed, then all the rights and remedies of such agent, to the extent permitted by Applicable Law, shall vest in and be exercised by the Agent until appointment of a new agent.

12.9 Due Diligence and Non-Reliance. Each Lender acknowledges and agrees that it has, independently and without reliance upon the Agent or any other Lenders, and based upon such documents, information and analyses as it has deemed appropriate, made its own credit analysis of each Loan Party and its own decision to enter into this Agreement and to fund Loans and participate in LC Obligations hereunder. Each Secured Party has made such inquiries as it deems necessary concerning the Credit Documents, the Collateral and each Loan Party. Each Secured Party further acknowledges and agrees that the other Secured Parties and the Agent have made no representations or warranties concerning any Loan Party, any Collateral or the legality,

validity, sufficiency or enforceability of any Credit Documents or Obligations. Each Secured Party will, independently and without reliance upon any other Secured Party or the Agent, and based upon such financial statements, documents and information as it deems appropriate at the time, continue to make and rely upon its own credit decisions in making Loans and participating in LC Obligations, and in taking or refraining from any action under any Credit Documents. Except for notices, reports and other information expressly requested by a Lender, the Agent shall have no duty or responsibility to provide any Secured Party with any notices, reports or certificates furnished to the Agent by any Loan Party or any credit or other information concerning the affairs, financial condition, business or Properties of any Loan Party (or any of its Affiliates) which may come into possession of the Agent or any of Agent's Affiliates.

12.10 Remittance of Payments and Collections.

12.10.1 Remittances Generally. All payments by any Lender to the Agent shall be made by the time and on the day set forth in this Agreement, in immediately available funds. If no time for payment is specified or if payment is due on demand by the Agent and request for payment is made by the Agent by 11:00 a.m. on a Business Day, payment shall be made by Lender not later than 2:00 p.m. on such day, and if request is made after 11:00 a.m., then payment shall be made by 11:00 a.m. on the next Business Day. Payment by the Agent to any Secured Party shall be made by wire transfer, in the type of funds received by the Agent. Any such payment shall be subject to the Agent's right of offset for any amounts due from such payee under the Loan Documents.

12.10.2 Failure to Pay. If any Secured Party fails to pay any amount when due by it to the Agent pursuant to the terms hereof, such amount shall bear interest from the due date until paid at the rate determined by the Agent as customary in the banking industry for interbank compensation. In no event shall Loan Parties be entitled to receive credit for any interest paid by a Secured Party to the Agent, nor shall any Defaulting Lender be entitled to interest on any amounts held by Agent pursuant to Section 4.2.

12.10.3 Recovery of Payments. If the Agent pays any amount to a Secured Party in the expectation that a related payment will be received by the Agent from a Loan Party and such related payment is not received, then Agent may recover such amount from each Secured Party that received it. If the Agent determines at any time that an amount received under any Loan Document must be returned to a Loan Party or paid to any other Person pursuant to Applicable Law or otherwise, then, notwithstanding any other term of any Loan Document, the Agent shall not be required to distribute such amount to any Lender. If any amounts received and applied by the Agent to any Obligations are later required to be returned by the Agent pursuant to Applicable Law, each Lender shall pay to the Agent, on demand, such Lender's Pro Rata share of the amounts required to be returned.

12.11 Agent in its Individual Capacity. As a Lender, Bank of America shall have the same rights and remedies under the other Credit Documents as any other Lender, and the terms "Lenders," "Required Lenders", "Required Borrower Group Lenders" or any similar term shall include Bank of America in its capacity as a Lender. Each of Bank of America and its Affiliates may accept deposits from, lend money to, provide Bank Products to, act as financial or other advisor to, and generally engage in any kind of business with, the Loan Parties and their

Affiliates, as if Bank of America was not Agent hereunder, without any duty to account therefor to Lenders. In their individual capacities, Bank of America and its Affiliates may receive information regarding the Loan Parties, their Affiliates and their Account Debtors (including information subject to confidentiality obligations), and each Secured Party agrees that Bank of America and its Affiliates shall be under no obligation to provide such information to any Secured Party, if acquired in such individual capacity.

12.12 Agent Titles. Each Lender, other than Bank of America, that is designated (on the cover page of this Agreement or otherwise) by Bank of America as an “Agent” or “Arranger” of any type shall not have any right, power, responsibility or duty under any Loan Documents other than those applicable to all Lenders, and shall in no event be deemed to have any fiduciary relationship with any other Lender.

12.13 Bank Product Providers. Each Secured Bank Product Provider that is not a Lender, by delivery of a joinder agreement in form and substance reasonably satisfactory to Agent and Loan Party Agent, or as otherwise agreed by Agent and Loan Party Agent, shall agree to be bound by Section 5.5 and this Section 12. Each Secured Bank Product Provider shall indemnify and hold harmless Agent Indemnitees, to the extent not reimbursed by Loan Parties, against all Claims that may be incurred by or asserted against any Agent Indemnitee in connection with such provider’s Secured Bank Product Obligations (except those Claims determined in a final, non-appealable judgment by a court of competent jurisdiction to result from the gross negligence or willful misconduct of such Agent Indemnitee).

12.14 No Third Party Beneficiaries. This Section 12 is an agreement solely among the Secured Parties and the Agent, and shall survive Full Payment of the Obligations. This Section 12 does not confer any rights or benefits upon Loan Parties or any other Person. As between Loan Parties and the Agent, any action that the Agent may take under any Credit Documents or with respect to any Obligations shall be conclusively presumed to have been authorized and directed by the Secured Parties.

SECTION 13. BENEFIT OF AGREEMENT; ASSIGNMENTS AND PARTICIPATIONS

13.1 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Loan Parties, the Agent, Secured Parties, and their respective successors and assigns, except that (a) no Loan Party shall have the right to assign its rights or delegate its obligations under any Loan Documents; and (b) any assignment by a Lender must be made in compliance with Section 13.3. The Agent may treat the Person which made any Loan as the owner thereof for all purposes until such Person makes an assignment in accordance with Section 13.3. Any authorization or consent of a Lender shall be conclusive and binding on any subsequent transferee or assignee of such Lender. The Agent, acting solely for this purpose as a non-fiduciary agent of the Borrowers, shall maintain a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders and Fronting Banks, and the Commitments of, and principal amounts (and stated interest) of the Loans, Letters of Credit and other obligations owing to, each Lender or Fronting Bank pursuant to the terms hereof from time to time (the “Register”). The entries in the Register shall be conclusive absent manifest error (provided, that a failure to make any such recordation, or any

error in such recordation, shall not affect the Borrowers' obligations in respect of such Loans, Letters of Credit or other obligations), and the Borrowers, the Agent, the Lenders and the Fronting Banks shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as the owner of the Commitments, Loans, Letters of Credit and other obligations recorded in the Register as owing to such Person, for all purposes of this Agreement. The Register shall be available for inspection by the Borrowers and any Lender or Fronting Bank, at any reasonable time and from time to time upon reasonable prior notice.

13.2 Participations

13.2.1 Permitted Participants; Effect. Any Lender may, in the ordinary course of its business and in accordance with Applicable Law, at any time sell to a financial institution ("Participant") a participating interest in the rights and obligations of such Lender under any Loan Documents. Despite any sale by a Lender of participating interests to a Participant, such Lender's obligations under the Loan Documents shall remain unchanged, such Lender shall remain solely responsible to the other parties hereto for performance of such obligations, such Lender shall remain the holder of its Loans and Borrower Group Commitments for all purposes, all amounts payable by Loan Parties within the applicable Loan Party Group shall be determined as if such Lender had not sold such participating interests, and Loan Parties within the applicable Loan Party Group and the Agent shall continue to deal solely and directly with such Lender in connection with the Loan Documents. Each Lender shall be solely responsible for notifying its Participants of any matters under the Loan Documents, and the Agent and the other Lenders shall not have any obligation or liability to any such Participant. A Participant of U.S. Facility Obligations or Canadian Facility Obligations that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 5.8 unless Loan Party Agent agrees otherwise in writing. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the applicable Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans, Letters of Credit or other obligations under the Loan Documents (the "Participant Register"); *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under any Loan Document) except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

13.2.2 Voting Rights. Each Lender shall retain the sole right to approve, without the consent of any Participant, any amendment, waiver or other modification of any Loan Documents other than that which forgives principal, interest or fees, reduces the stated interest rate or fees payable with respect to any Loan or Borrower Group Commitment in which such Participant has an interest, postpones the Canadian Revolver Commitment Termination Date, the U.S. Facility Revolver Commitment Termination Date or the Swingline Commitment Termination Date, as applicable, or any date fixed for any regularly scheduled payment of

principal, interest or fees on such Loan or Commitment, or releases any Loan Party, Guarantor or substantial portion of the Collateral.

13.2.3 Benefit of Set-Off. Loan Parties agree that each Participant shall have a right of set-off in respect of its participating interest to the same extent as if such interest were owing directly to a Lender, and each Lender shall also retain the right of set-off with respect to any participating interests sold by it. By exercising any right of set-off, a Participant agrees to share with Lenders all amounts received through its set-off, in accordance with Section 12.5 as if such Participant were a Lender.

13.3 Assignments.

13.3.1 Permitted Assignments. Subject to Section 13.3.3 below, a Lender may assign to an Eligible Assignee any of its rights and obligations under the Loan Documents, as long as (a) each assignment is of a constant, and not a varying, percentage of the transferor Lender's rights and obligations under the Loan Documents (unless otherwise agreed by the Agent) and, in the case of a partial assignment, is in a minimum principal amount of \$5,000,000 or Cdn\$5,000,000, as applicable (unless otherwise agreed by the Agent in its discretion), and integral multiples of \$1,000,000 or Cdn\$1,000,000, as applicable, in excess of that amount; (b) except in the case of an assignment in whole of a Lender's rights and obligations, the aggregate amount of the Commitments retained by the transferor Lender is at least \$5,000,000 or Cdn\$5,000,000, as applicable (unless otherwise agreed by the Agent in its discretion); and (c) the parties to each such assignment shall execute and deliver to the Agent, for its acceptance and recording, an Assignment and Acceptance. Nothing herein shall limit the right of a Lender to pledge or assign any rights under the Loan Documents to (i) any Federal Reserve Bank or the United States Treasury as collateral security pursuant to Regulation A of the Board of Governors and any Operating Circular issued by such Federal Reserve Bank, or (ii) counterparties to swap agreements relating to any Loans; *provided, however,* (i) such Lender shall remain the holder of its Loans and owner of its interest in any Letter of Credit for all purposes hereunder, (ii) Borrowers, the Agent, the other Lenders and Fronting Bank shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement, (iii) any payment by Loan Parties to the assigning Lender in respect of any Obligations assigned as described in this sentence shall satisfy Loan Parties' obligations hereunder to the extent of such payment, and no such assignment shall release the assigning Lender from its obligations hereunder.

13.3.2 Effect; Effective Date. Upon delivery to the Agent of an assignment notice in the form of **Exhibit A-2** and a processing fee of \$3,500 (unless otherwise agreed by the Agent in its discretion), the assignment shall become effective as specified in the notice, if it complies with this Section 13.3.2. From such effective date, the Eligible Assignee shall for all purposes be a Lender under the Loan Documents, and shall have all rights and obligations of a Lender thereunder. Upon consummation of an assignment, the transferor Lender, the Agent and Loan Parties shall make appropriate arrangements for issuance of replacement and/or new Notes, as applicable. The transferee Lender shall comply with Section 5.9 and deliver, upon request, an administrative questionnaire satisfactory to Agent.

13.3.3 Certain Assignees. No assignment or participation may be made to any Borrower, Affiliate of any Borrower, Defaulting Lender or natural person except as described in **Schedule 13.3.3**. In connection with any assignment by a Defaulting Lender, such assignment shall be effective only upon payment by the Eligible Assignee or Defaulting Lender to the Agent of an aggregate amount sufficient, upon distribution (through direct payment, purchases of participations or other compensating actions as the Agent deems appropriate), (a) to satisfy all funding and payment liabilities then owing by the Defaulting Lender hereunder, and (b) to acquire its Pro Rata share of all Loans and LC Obligations. If an assignment by a Defaulting Lender shall become effective under Applicable Law for any reason without compliance with the foregoing sentence, then the assignee shall be deemed a Defaulting Lender for all purposes until such compliance occurs.

13.3.4 Replacement of Certain Lenders. If (x) a Lender (a) fails to give its consent to any amendment, waiver or action for which consent of all Lenders was required and Required Lenders consented, (b) is a Defaulting Lender, or (c) gives a notice under Section 3.5 or requests compensation under Section 3.7, or (y) if any Borrower is required to pay additional amounts with respect to a Lender under Section 5.8, then, in addition to any other rights and remedies that any Person may have, the Agent or Loan Party Agent may, by notice to such Lender within 120 days after such event, require such Lender to assign all of its rights and obligations under the Loan Documents to one or more Eligible Assignees, pursuant to appropriate Assignment and Acceptances, within 20 days after the notice. The Agent is irrevocably appointed as attorney-in-fact to execute any such Assignment and Acceptance if the Lender fails to execute it. Such Lender shall be entitled to receive, in cash, concurrently with such assignment, all amounts owed to it under the Loan Documents at par, including all principal, interest and fees through the date of assignment (but excluding any prepayment charge).

SECTION 14. MISCELLANEOUS

14.1 Consents, Amendments and Waivers.

14.1.1 Amendment. No modification of any Loan Document, including any extension or amendment of a Loan Document or any waiver of a Default or Event of Default, shall be effective without the prior written agreement of the Agent (with the consent of Required Lenders) and each Loan Party party to such Loan Document; *provided, however*, that:

(a) without the prior written consent of the Agent, no modification shall be effective with respect to any provision in a Loan Document that relates to any rights, duties or discretion of the Agent;

(b) (i) without the prior written consent of each U.S. Fronting Bank, no modification shall be effective with respect to any U.S. LC Obligations or Sections 2.2.1, 2.2.2 or 2.2.3 or any other provision in a Loan Document that relates to any rights, duties or discretion of any U.S. Fronting Bank and (ii) without the prior written consent of Canadian Fronting Bank, no modification shall be effective with respect to any Canadian LC Obligations or Sections 2.2.4, 2.2.5 or 2.2.6 or any other provision in a Loan Document that relates to any rights, duties or discretion of Canadian Fronting Bank;

(c) without the prior written consent of each affected Lender, including a Defaulting Lender, no modification shall be effective that would (i) increase the Borrower Group Commitment of such Lender; (ii) reduce the amount of, or waive or delay payment of, any principal, interest or fees payable to such Lender (except as provided in Section 4.2); or (iii) increase the aggregate amount of all Commitments other than as provided in Section 2.1.7;

(d) without the prior written consent of all Lenders (except any Defaulting Lender as provided in Section 4.2), no modification shall be effective that would (i) extend the U.S. Revolver Commitment Termination Date, the Canadian Revolver Commitment Termination Date, the Swingline Commitment Termination Date or Facility Termination Date; (ii) alter Section 5.5 or 7.1 (except to add Collateral); (iii) amend the definitions of Pro Rata, Required Lenders, Required Borrower Group Lenders, Super-Majority Borrower Group Lenders or Super-Majority Lenders; (iv) amend this Section 14.1.1; or (v) increase the Maximum Facility Amount;

(e) without the prior written consent of the Super-Majority Borrower Group Lenders having commitments to a Borrower Group, no amendment or waiver shall be effective that would (i) with respect to Lenders having Borrower Group Commitments to the Canadian Borrowers, (A) amend the definitions of Canadian Borrowing Base or Total Canadian Borrowing Base (and the defined terms used in such definition) if the effect of such amendment is to increase the advance rates contained therein, to make more credit available or to add new types of Collateral thereunder, (B) increase the advance rates applicable to the Canadian Borrowers, (C) release a material portion (but less than all or substantially all) of the Canadian Facility Collateral, except as currently contemplated by Section 12.2.1(a), provided that a release of all or substantially all of the Canadian Facility Collateral requires the prior written consent of all Canadian Lenders, (D) release any Canadian Facility Loan Party from liability for any Canadian Facility Obligations except as otherwise provided in this Agreement, (E) except as permitted under Section 10.2.2, subordinate Agent's Lien on any Canadian Facility Collateral or subordinate any Canadian Facility Obligations in right of payment to any other Indebtedness or (F) amend the definition of Canadian Availability; or (ii) with respect to Lenders having Borrower Group Commitments to the U.S. Borrowers, (A) amend the definition of U.S. Borrowing Base (and the defined terms used in such definition) if the effect of such amendment is to increase the advance rates contained therein, to make more credit available or to add new types of Collateral thereunder, (B) increase the advance rates applicable to the U.S. Borrowers, (C) release any material portion (but less than all or substantially all) of the U.S. Facility Collateral, except as currently contemplated by Section 12.2.1(b), provided that a release of all or substantially all of the U.S. Facility Collateral requires the prior written consent of all U.S. Lenders, (D) release any U.S. Facility Loan Party from liability for any U.S. Facility Obligations except as otherwise provided in this Agreement, (E) except as permitted under Section 10.2.2, subordinate Agent's Lien on any U.S. Facility Collateral or subordinate any U.S. Facility Obligations in right of payment to any other Indebtedness or (F) amend the definition of U.S. Availability;

(f) without the prior written consent of the Super-Majority Lenders, no amendment or waiver shall be effective that would amend the definition of Excess Availability; and

(g) notwithstanding anything in this Section 14.1.1 to the contrary, if the Agent and the Loan Party Agent shall have jointly identified an obvious error or any error or omission of a technical nature, in each case, in any provision of the Loan Documents, then the Agent and the Loan Party Agent shall be permitted to amend such provision, and, in each case, such amendment shall become effective without any further action or consent of any other party to any Loan Document if the same is not objected to in writing by the Required Lenders to the Agent within ten Business Days following receipt of notice thereof.

14.1.2 Limitations. The agreement of Loan Parties shall not be necessary to the effectiveness of any modification of a Loan Document that deals solely with the rights and duties of Lenders, the Agent and/or any Fronting Bank as among themselves. Only the consent of the parties to the Fee Letter or any agreement relating to a Bank Product shall be required for any modification of such agreement, and any non-Lender that is a party to a Bank Product agreement shall have no right to participate in any manner in modification of any other Loan Document. The making of any Loans during the existence of a Default or Event of Default shall not be deemed to constitute a waiver of such Default or Event of Default, nor to establish a course of dealing. Any waiver or consent granted by the Agent or Lenders hereunder shall be effective only if in writing and only for the matter specified.

14.1.3 Payment for Consents. After the Closing Date, no Loan Party will, directly or indirectly, pay any remuneration or other thing of value, whether by way of additional interest, fee or otherwise, to any Lender (in its capacity as a Lender hereunder) as consideration for agreement by such Lender with any modification of any Loan Documents, unless such remuneration or value is concurrently paid, on the same terms, on a Pro Rata basis to all Lenders providing their consent.

14.2 Indemnity. IN ADDITION TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5.8.2, EACH LOAN PARTY SHALL INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AGAINST ANY CLAIMS THAT MAY BE INCURRED BY OR ASSERTED AGAINST ANY INDEMNITEE, INCLUDING CLAIMS ASSERTED BY ANY LOAN PARTY OR OTHER PERSON OR ARISING FROM THE NEGLIGENCE OF AN INDEMNITEE. In no event shall any party to a Loan Document have any obligation thereunder to indemnify or hold harmless an Indemnitee with respect to a Claim that is determined in a final, non-appealable judgment by a court of competent jurisdiction to result from the gross negligence, willful misconduct or bad faith of such Indemnitee, and no Loan Party shall have any obligation to indemnify or hold harmless an Indemnitee for disputes solely among Indemnitees and not relating to any act or omission of any Loan Party or its Affiliates (other than any action involving the Agent, any Fronting Bank or any Swingline Lender, in each case in its capacity as such, in which case this indemnity shall apply with respect to each such Person, as applicable, to the extent otherwise available).

14.3 Notices and Communications.

14.3.1 Notice Address. Subject to Section 4.4, all notices and other communications by or to a party hereto shall be in writing and shall be given to any Loan Party, at Loan Party Agent's address shown on the signature pages hereof, and to any other Person at its address shown on the signature pages hereof (or, in the case of a Person who becomes a Lender

after the Closing Date, at the address shown on its Assignment and Acceptance), or at such other address as a party may hereafter specify by notice in accordance with this Section 14.3. Each such notice or other communication shall be effective only (a) if given by facsimile transmission, when transmitted to the applicable facsimile number, if confirmation of receipt is received; (b) if given by mail, three Business Days after deposit in the U.S. mail (or, in the case of a Canadian Domiciled Loan Party, the Canadian mail system), with first-class postage pre-paid, addressed to the applicable address; or (c) if given by personal delivery, when duly delivered to the notice address with receipt acknowledged. Notwithstanding the foregoing, no notice to Agent pursuant to Section 2.1.4, 2.2, 3.1.1, 3.1.2 or 4.1.1 shall be effective until actually received by the individual to whose attention at Agent such notice is required to be sent. Any written notice or other communication that is not sent in conformity with the foregoing provisions shall nevertheless be effective on the date actually received by the noticed party. Any notice received by Loan Party Agent shall be deemed received by all Loan Parties.

14.3.2 Electronic Communications; Voice Mail. Electronic mail and internet websites may be used only for routine communications, such as financial statements, Borrowing Base Certificates and other information required by Section 10.1.1, administrative matters, distribution of Loan Documents for execution, and matters permitted under Section 4.1.3. The Agent and Lenders make no assurances as to the privacy and security of electronic communications. Electronic mail and voice mail may not be used as effective notice under the Loan Documents.

14.3.3 Non-Conforming Communications. The Agent and Lenders may rely upon any notices purportedly given by or on behalf of any Loan Party even if such notices were not made in a manner specified herein, were incomplete or were not confirmed, or if the terms thereof, as understood by the recipient, varied from a later confirmation. Each Loan Party shall indemnify and hold harmless each Indemnitee from any liabilities, losses, costs and expenses arising from any telephonic communication purportedly given by or on behalf of a Loan Party.

14.4 Performance of Loan Parties' Obligations. The Agent may, in its discretion at any time and from time to time, at the expense of the Loan Parties of the applicable Loan Party Group, pay any amount or do any act required of a Loan Party under any Loan Documents or otherwise lawfully requested by the Agent to (a) enforce any Loan Documents or collect any Obligations; (b) protect, insure, maintain or realize upon any Collateral; or (c) defend or maintain the validity or priority of the Agent's Liens in any Collateral, including any payment of a judgment, insurance premium, warehouse charge, finishing or processing charge, or landlord claim, or any discharge of a Lien. All payments, costs and expenses (including Extraordinary Expenses) of the Agent under this Section 14.4 shall be reimbursed to the Agent by Loan Parties, on demand, with interest from the date incurred to the date of payment thereof at the Default Rate applicable to U.S. Base Rate Loans. Any payment made or action taken by Agent under this Section 14.4 shall be without prejudice to any right to assert an Event of Default or to exercise any other rights or remedies under the Loan Documents.

14.5 Credit Inquiries. Each Loan Party hereby authorizes the Agent and Lenders (but they shall have no obligation) to respond to usual and customary credit inquiries from third parties concerning any Loan Party or Subsidiary.

14.6 Severability. Wherever possible, each provision of the Loan Documents shall be interpreted in such manner as to be valid under Applicable Law. If any provision is found to be invalid under Applicable Law, it shall be ineffective only to the extent of such invalidity and the remaining provisions of the Loan Documents shall remain in full force and effect.

14.7 Cumulative Effect; Conflict of Terms. The provisions of the Loan Documents are cumulative. The parties acknowledge that the Loan Documents may use several limitations, tests or measurements to regulate similar matters, and they agree that these are cumulative and that each must be performed as provided. Except as otherwise provided in another Loan Document (by specific reference to the applicable provision of this Agreement), if any provision contained herein is in direct conflict with any provision in another Loan Document, the provision herein shall govern and control.

14.8 Counterparts. Any Loan Document may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when the Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of any Loan Document by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement.

14.9 Entire Agreement. Time is of the essence of the Loan Documents. The Loan Documents constitute the entire contract among the parties relating to the subject matter hereof, and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

14.10 Relationship with Lenders. The obligations of each Lender hereunder are several, and no Lender shall be responsible for the obligations or Commitments of any other Lender. Amounts payable hereunder to each Lender shall be a separate and independent debt. It shall not be necessary for the Agent or any other Lender to be joined as an additional party in any proceeding for such purposes. Nothing in this Agreement and no action of the Agent, Lenders or any other Secured Party pursuant to the Credit Documents shall be deemed to constitute the Agent and any Secured Party to be a partnership, association, joint venture or any other kind of entity, nor to constitute control of any Loan Party.

14.11 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated by any Credit Document, Loan Parties acknowledge and agree that (a)(i) this credit facility and any related arranging or other services by the Agent, any Lender, any of their Affiliates or any arranger are arm's-length commercial transactions between Loan Parties and such Person; (ii) Loan Parties have consulted their own legal, accounting, regulatory and tax advisors to the extent they have deemed appropriate; and (iii) Loan Parties are capable of evaluating, and understand and accept, the terms, risks and conditions of the transactions contemplated by the Credit Documents; (b) each of the Agent, Lenders, their Affiliates and any arranger is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, an will not be acting as an advisor, agent or fiduciary for Loan Parties, any of their Affiliates or any other Person, and has no obligation with respect to the transactions contemplated by the Credit Documents except as expressly set forth therein; and (c) the Agent, Lenders, their Affiliates and any arranger may be

engaged in a broad range of transactions that involve interests that differ from those of Loan Parties and their Affiliates, and have no obligation to disclose any of such interests to Loan Parties or their Affiliates. To the fullest extent permitted by Applicable Law, each Loan Party hereby waives and releases any claims that it may have against the Agent, Lenders, their Affiliates and any arranger with respect to any breach of agency or fiduciary duty in connection with any transaction contemplated by a Loan Document.

14.12 Confidentiality. Each of the Agent, Lenders and each Fronting Bank shall maintain the confidentiality of all Information (as defined below), except that Information may be disclosed (a) to its Affiliates, and to its and their partners, members, directors, officers, employees, agents, advisors and representatives (*provided* such Persons are informed of the confidential nature of the Information and instructed to keep it confidential); (b) to the extent requested by any governmental, regulatory or self-regulatory authority purporting to have jurisdiction over it or its Affiliates; (c) to the extent required by Applicable Law or by any subpoena or other legal process; (d) to any other party hereto; (e) in connection with any action or proceeding, or other exercise of rights or remedies, relating to any Loan Documents or Obligations; (f) subject to an agreement containing provisions substantially the same (or at least as restrictive) as this Section 14.12, to any Transferee or any actual or prospective party (or its advisors) to any Bank Product; (g) with the consent of Loan Party Agent; (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 14.12 or (ii) is available to the Agent, any Lender, Fronting Bank or any of their Affiliates on a nonconfidential basis from a source other than Loan Parties or (i) on a confidential basis to any rating agency in connection with rating any Borrower or its Subsidiaries. Notwithstanding the foregoing, the Agent and Lenders may publish or disseminate general information describing this credit facility, including the names and addresses of Loan Parties and a general description of Loan Parties' businesses, and may use Loan Parties' logos, trademarks or product photographs in advertising materials. As used herein, "Information" means all information received from a Loan Party or Subsidiary relating to it or its business that is identified as confidential when delivered. Any Person required to maintain the confidentiality of Information pursuant to this Section 14.12 shall be deemed to have complied if it exercises the same degree of care that it accords its own confidential information. Each of the Agent, Lenders and each Fronting Bank acknowledges that (A) Information may include material non-public information concerning a Loan Party or Subsidiary; (B) it has developed compliance procedures regarding the use of material non-public information; and (C) it will handle such material non-public information in accordance with Applicable Law, including federal, state, provincial and territorial securities laws.

14.13 Certifications Regarding Indentures. Borrowers certify to the Agent and Lenders that neither the execution or performance of the Loan Documents nor the incurrence of any Obligations by Borrowers violates the Senior Secured Notes Indenture. Borrowers further certify that the Commitments and Obligations constitute Permitted Debt under the Senior Secured Notes Indenture. Agent may condition Borrowings, Letters of Credit and other credit accommodations under the Loan Documents from time to time upon Agent's receipt of evidence that the Commitments and Obligations continue to constitute Permitted Debt at such time.

14.14 GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, UNLESS OTHERWISE SPECIFIED, SHALL BE GOVERNED BY THE

14.15 Consent to Forum.

14.15.1 Forum. EACH PARTY HERETO HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN OR WITH JURISDICTION OVER THE STATE OF NEW YORK, IN ANY PROCEEDING OR DISPUTE RELATING IN ANY WAY TO ANY LOAN DOCUMENTS, AND AGREES THAT ANY SUCH PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. EACH PARTY IRREVOCABLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 14.3.1. Nothing herein shall limit the right of the Agent or any Lender to bring proceedings against any Loan Party in any other court, nor limit the right of any party to serve process in any other manner permitted by Applicable Law. Nothing in this Agreement shall be deemed to preclude enforcement by the Agent of any judgment or order obtained in any forum or jurisdiction.

14.16 Waivers by Loan Parties. To the fullest extent permitted by Applicable Law, each Loan Party waives (a) the right to trial by jury (which the Agent and each Lender hereby also waives) in any proceeding or dispute of any kind relating in any way to any Loan Documents, Obligations or Collateral; (b) presentment, demand, protest, notice of presentment, default, non-payment, maturity, release, compromise, settlement, extension or renewal of any commercial paper, accounts, documents, instruments, chattel paper and guaranties at any time held by the Agent on which a Loan Party may in any way be liable, and hereby ratifies anything the Agent may do in this regard; (c) notice prior to taking possession or control of any Collateral; (d) any bond or security that might be required by a court prior to allowing the Agent to exercise any rights or remedies; (e) the benefit of all valuation, appraisal and exemption laws; (f) any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential, exemplary or punitive damages (as opposed to direct or actual damages) in any way relating to any Enforcement Action, Obligations, Loan Documents or transactions relating thereto; and (g) notice of acceptance hereof. Each Loan Party acknowledges that the foregoing waivers are a material inducement to the Agent, each Fronting Bank and Lenders entering into this Agreement and that the Agent, each Fronting Bank and Lenders are relying upon the foregoing in their dealings with Loan Parties. Each Loan Party has reviewed the foregoing waivers with its legal counsel and has knowingly and voluntarily waived its jury trial and other rights following consultation with legal counsel. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

14.17 Patriot Act Notice. The Agent and Lenders hereby notify Loan Parties that pursuant to the requirements of the Patriot Act, the Proceeds of Crime Act and other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client"

policies, regulations, laws or rules (the Proceeds of Crime Act and such other applicable policies, regulations, laws or rules, collectively, including any guidelines or orders thereunder, "AML Legislation"), the Agent and Lenders are required to obtain, verify and record information that identifies each Loan Party, including its legal name, address, tax ID number and other information that will allow the Agent and Lenders to identify it in accordance with the Patriot Act and the AML Legislation. The Agent and Lenders may require information regarding Loan Parties' management and owners, such as legal name, address, social security number and date of birth. Each Loan Party shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by any Lender or any prospective assignee or participant of a Lender, in order to comply with the Patriot Act and/or the AML Legislation.

14.18 Canadian Anti-Money Laundering Legislation. If the Agent has ascertained the identity of any Canadian Facility Loan Party or any authorized signatories of any Canadian Facility Loan Party for the purposes of applicable AML Legislation, then the Agent:

(a) shall be deemed to have done so as an agent for each Canadian Lender, and this Agreement shall constitute a "written agreement" in such regard between each Canadian Lender and the Agent within the meaning of the applicable AML Legislation; and

(b) shall provide to each Canadian Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each of the Canadian Lenders agrees that the Agent has no obligation to ascertain the identity of the Canadian Loan Parties or any authorized signatories of the Canadian Loan Parties on behalf of any Canadian Lender, or to confirm the completeness or accuracy of any information it obtains from any Canadian Facility Loan Party or any such authorized signatory in doing so.

14.19 Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Loan Party for liquidation or reorganization, should any Loan Party become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of such Loan Party's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to Applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference", "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

14.20 Nonliability of Lenders. Neither the Agent, any Fronting Bank nor any Lender undertakes any responsibility to any Loan Party to review or inform any Loan Party of any matter in connection with any phase of any Loan Party's business or operations. Each Loan Party agrees, on behalf of itself and each other Loan Party, that neither the Agent, any Fronting Bank nor any Lender shall have liability to any Loan Party (whether sounding in tort, contract or

otherwise) for losses suffered by any Loan Party in connection with, arising out of, or in any way related to the transactions contemplated and the relationship established by the Loan Documents, or any act, omission or event occurring in connection therewith, unless it is determined in a final non-appealable judgment by a court of competent jurisdiction that such losses resulted from the gross negligence, willful misconduct or bad faith of the party from which recovery is sought. NO LENDER SHALL BE LIABLE FOR ANY DAMAGES ARISING FROM THE USE BY OTHERS OF ANY INFORMATION OR OTHER MATERIALS OBTAINED THROUGH INTRALINKS OR OTHER SIMILAR INFORMATION TRANSMISSION SYSTEMS IN CONNECTION WITH THIS AGREEMENT.

[Remainder of page intentionally left blank; signatures begin on following page]

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date set forth above.

MCJUNKIN RED MAN CORPORATION, as a U.S. Borrower and Canadian Facility Guarantor

By: /s/ James F. Underhill
Name: James F. Underhill
Title: Executive Vice President and Chief Financial Officer

2 Houston Center
909 Fannin, Suite 3100
Houston, TX 77010-1011
Attn: James F. Underhill
Telecopy: (304) 348-1816

GREENBRIER PETROLEUM CORPORATION as a U.S. Borrower and Canadian Facility Guarantor

By: /s/ James F. Underhill
Name: James F. Underhill
Title: Executive Vice President and Chief Financial Officer

MCJUNKIN NIGERIA LIMITED, as a U.S. Borrower and Canadian Facility Guarantor

By: /s/ James F. Underhill
Name: James F. Underhill
Title: Executive Vice President and Chief Financial Officer

MCJUNKIN — PUERTO RICO CORPORATION, as a U.S. Borrower and Canadian Facility Guarantor

By: /s/ James F. Underhill
Name: James F. Underhill
Title: Executive Vice President and Chief Financial Officer

MCJUNKIN RED MAN DEVELOPMENT CORPORATION,
as a U.S. Borrower and Canadian Facility Guarantor

By: /s/ James F. Underhill
Name: James F. Underhill
Title: Executive Vice President and Chief Financial Officer

Signature Page to Loan, Security and Guarantee Agreement

MCJUNKIN — WEST AFRICA CORPORATION, as a U.S. Borrower and Canadian Facility Guarantor

By: /s/ James F. Underhill
Name: James F. Underhill
Title: Executive Vice President and Chief Financial Officer

MIDWAY — TRISTATE CORPORATION, as a U.S. Borrower and Canadian Facility Guarantor

By: /s/ James F. Underhill
Name: James F. Underhill
Title: Executive Vice President and Chief Financial Officer

MILTON OIL & GAS COMPANY, as a U.S. Borrower and Canadian Facility Guarantor

By: /s/ James F. Underhill
Name: James F. Underhill
Title: Executive Vice President and Chief Financial Officer

MRC MANAGEMENT COMPANY, as a U.S. Borrower and Canadian Facility Guarantor

By: /s/ James F. Underhill
Name: James F. Underhill
Title: Executive Vice President and Chief Financial Officer

MRM OKLAHOMA MANAGEMENT LLC, as a U.S. Borrower and Canadian Facility Guarantor

By: /s/ James F. Underhill
Name: James F. Underhill
Title: Executive Vice President and Chief Financial Officer

RUFFNER REALTY COMPANY, as a U.S. Borrower and Canadian Facility Guarantor

By: /s/ James F. Underhill
Name: James F. Underhill
Title: Executive Vice President and Chief Financial Officer

Signature Page to Loan, Security and Guarantee Agreement

THE SOUTH TEXAS SUPPLY COMPANY, INC. as a U.S. Borrower and Canadian Facility Guarantor

By: /s/ James F. Underhill
Name: James F. Underhill
Title: Executive Vice President and Chief Financial Officer

MIDFIELD SUPPLY ULC, as a Canadian Borrower

By: /s/ James F. Underhill
Name: James F. Underhill
Title: Executive Vice President and Chief Financial Officer

Signature Page to Loan, Security and Guarantee Agreement

AGENT AND LENDERS:

BANK OF AMERICA, N.A., as Agent and U.S. Lender

By: /s/ Mark Porter
Name: Mark Porter
Title: SVP

Bank of America, N.A., as Agent
901 Main Street, Floor 11
Mail Code TX1-492-11-23
Dallas, Texas 75202

Attn: Mark Porter
Telecopy: 214-209-4766

Signature Page to Loan, Security and Guarantee Agreement

BANK OF AMERICA, N.A. (acting through its Canada Branch),
as a Canadian Lender

By: /s/ Medina Sales De Andrade
Name: Medina Sales De Andrade
Title: Vice President

Attn: Medina Sales De Andrade
Telecopy: 416-369-7647

Signature Page to Loan, Security and Guarantee Agreement

WELLS FARGO BANK, NATIONAL ASSOCIATION, as U.S. Lender

By: /s/ Brant Murdock
Name: Brant Murdock
Title: Vice President

301 South College Street, 22nd Floor
Charlotte, NC 28202
Attn: Dave Warga
Telecopy: 704-715-0016

Signature Page to Loan, Security and Guarantee Agreement

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, as a Canadian Lender

By: /s/ Domenic Cosentino
Name: Domenic Cosentino
Title: Vice President

301 South College Street, 22nd Floor
Charlotte, NC 28202
Attn: Dave Warga
Telecopy: 704-715-0016

Signature Page to Loan, Security and Guarantee Agreement

BARCLAYS BANK PLC, as a U.S. Lender and Canadian Lender

By: /s/ Kevin Cullen

Name: Kevin Cullen

Title: Director

745 Seventh Avenue
New York, NY 10019
Attn: Michael Mozer
Telecopy: (212) 526-1456

Signature Page to Loan, Security and Guarantee Agreement

GOLDMAN SACHS LENDING PARTNERS LLC, as a U.S. Lender and Canadian Lender

By: /s/ Mark Walton
Name: Mark Walton
Title: Authorized Signatory

Signature Page to Loan, Security and Guarantee Agreement

U.S. BANK NATIONAL ASSOCIATION, as a U.S. Lender

By: /s/ Jeffrey D. Patton
Name: Jeffrey D. Patton
Title: Assistant Vice President

One U.S. Bank Plaza
St. Louis, MO 63101
Attn: Jeff Patton
Telecopy: (314) 418-8556

U.S. BANK NATIONAL ASSOCIATION, as a Canadian Lender

By: /s/ Joseph Rauhala
Name: Joseph Rauhala
Title: Principal Officer

Attn: _____
Telecopy: _____

Signature Page to Loan, Security and Guarantee Agreement

SUNTRUST BANK, as a U.S. Lender

By: /s/ David Holland
Name: David Holland
Title: VP, Portfolio Manager

Attn: _____
Telecopy: _____

Signature Page to Loan, Security and Guarantee Agreement

TD BANK, N.A., as a U.S. Lender

By: /s/ Francis Garvin

Name: Francis Garvin

Title: Vice President

Attn: _____

Telecopy: _____

Signature Page to Loan, Security and Guarantee Agreement

THE TORONTO — DOMINION BANK, as a Canadian Lender

By: /s/Darcy Mack
Name: Darcy Mack
Title: VP

/s/ Kyle Wedge
Kyle Wedge
Analyst

Attn: Kyle Wedge
Telecopy: (416) 983-6522

Signature Page to Loan, Security and Guarantee Agreement

PNC BANK, NATIONAL ASSOCIATION,
as a U.S. Lender

By: /s/ Katherine Garland
Name: Katherine Garland
Title: Account Executive

Attn: Katherine Garland
Telecopy: 212-303-0060

PNC BANK, CANADA BRANCH,
as a Canadian Lender

By: /s/ Mike Danby
Name: Mike Danby
Title: Assistant Vice President

Attn: Portfolio Manager
Telecopy: 416-361-0085

Signature Page to Loan, Security and Guarantee Agreement

RBS CITIZENS BUSINESS CAPITAL,
a division of RBS ASSET FINANCE, INC.,
a subsidiary of RBS Citizens, N.A., as a U.S. Lender

By: /s/ Patrick Aarons
Name: Patrick Aarons
Title: Senior Vice President

RBS/Citizens Business Capital
A Member of the Royal Bank of Scotland Group
100 Galleria Parkway, Suite 1100
Atlanta, Georgia 30339
Attn: Patrick Aarons
Telecopy: (770) 850-4895

Signature Page to Loan, Security and Guarantee Agreement

UNION BANK, N.A., as a U.S. Lender

By: /s/ Terry L. Rocha
Name: Terry L. Rocha
Title: Vice President

445 South Figueroa Street, G13-300
Los Angeles, CA 90071
Attn: Mike Richman
Telecopy: (213) 236-6089

UNION BANK, N.A., as a U.S. Lender and Canadian Lender

By: /s/ Anne Collins
Name: Anne Collins
Title: Vice President

730, 440 2nd Ave. SW
Calgary, Alberta, T2P 5E9
Attn: Anne Collins
Telecopy: 403-264-2770

Signature Page to Loan, Security and Guarantee Agreement

JPMORGAN CHASE BANK, N.A., as a U.S. Lender

By: /s/ Dan Bueno
Name: Dan Bueno
Title: Vice President

270 Park Avenue, 44th Floor
New York, NY 10017
Attn: Dan Bueno
Telecopy: 646-534-2274

Signature Page to Loan, Security and Guarantee Agreement

JPMORGAN CHASE BANK, N.A., TORONTO BRANCH as
Canadian Lender

By: /s/ Auggie Marchetti
Name: Auggie Marchetti
Title: Senior Vice President & Regional Manager

Attn: _____
Telecopy: _____

Signature Page to Loan, Security and Guarantee Agreement

THE HUNTINGTON NATIONAL BANK, as a U.S. Lender

By: /s/ Jeffrey M. Evans

Name: Jeffrey M. Evans

Title: Vice President

917 Euclid Ave. CM64

Cleveland, OH 44115

Attn: Betty Johnson

Telecopy: 216.515.0179

Signature Page to Loan, Security and Guarantee Agreement

CITY NATIONAL BANK, as a U.S. Lender and Canadian Lender

By: /s/ Brent Phillips

Name: Brent Phillips

Title: Vice President

Attn: _____

Telecopy: _____

Signature Page to Loan, Security and Guarantee Agreement

FLAGSTAR BANK, FSB, as a U.S. Lender

By: /s/ Willard D. Dickerson, Jr.

Name: Willard D. Dickerson, Jr.

Title: Senior Vice President

Attn: _____

Telecopy: _____

Signature Page to Loan, Security and Guarantee Agreement

RAYMOND JAMES BANK, FSB, as a U.S. Lender

By: /s/ James M. Armstrong

Name: James M. Armstrong

Title: Vice President

710 Carillon Parkway
St. Petersburg, FL 33716
Attn: James Armstrong
Telecopy: (866) 205-1396

Signature Page to Loan, Security and Guarantee Agreement

UNITED BANK, as a U.S. Lender

By: /s/ Timothy A. Paxton

Name: Timothy A. Paxton

Title: Senior Vice President

500 Virginia Street East
Charleston, WV 25301
Attn: Melanie Humphreys
Telecopy: (304) 348-8353

Signature Page to Loan, Security and Guarantee Agreement

CITY NATIONAL BANK OF WEST VIRGINIA, as a U.S. Lender

By: /s/ Jack Cavender
Name: Jack Cavender
Title: Executive Vice President

10 Hale Street, Suite 100
Charleston, WV 25301
Attn: Katha J. Morris, Administrative Assistant
Telecopy: (304) 347-2444

Signature Page to Loan, Security and Guarantee Agreement

CAPITAL ONE LEVERAGED FINANCE CORP., as a U.S. Lender

By: /s/ Julianne Low

Name: Julianne Low

Title: Vice President

275 Boradhollow Road
Melville, NY 11747
Attn: Julianne Low
Telecopy: 800-986-0323

Signature Page to Loan, Security and Guarantee Agreement

CITIZENS BANK, as a U.S. Lender

By: /s/ Thomas Couture
Name: Thomas Couture
Title: First Vice President

28001 Cabot Drive, Suite 250
Novi, MI 48377
Attn: Tom Couture
Telecopy: (248) 324-8616

Signature Page to Loan, Security and Guarantee Agreement

WEBSTER BUSINESS CREDIT CORPORATION, as a U.S. Lender

By: /s/ Harvey Winter

Name: Harvey Winter

Title: VP

360 Lexington Avenue

New York, NY 10017

Attn: Harvey Winter

Telecopy: 212-806-4510

Signature Page to Loan, Security and Guarantee Agreement

BOKF, NA as a U.S. Lender

By: /s/ Ryan L. Kirk

Name: Ryan L. Kirk

Title: Officer

Attn:

Telecopy: (918) 280-3368

Signature Page to Loan, Security and Guarantee Agreement

EXHIBIT A-1
to
Loan, Security and Guarantee Agreement

FORM OF ASSIGNMENT AND ACCEPTANCE

Reference is made to that certain Loan, Security and Guarantee Agreement dated as of June 14, 2011 (as the same may be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among **MCJUNKIN RED MAN CORPORATION**, a Delaware corporation ("MRC"), **GREENBRIER PETROLEUM CORPORATION**, a West Virginia corporation ("Greenbrier"), **MCJUNKIN NIGERIA LIMITED**, a Delaware corporation ("McJunkin Nigeria"), **MCJUNKIN — PUERTO RICO CORPORATION**, a Delaware corporation ("McJunkin Puerto Rico"), **MCJUNKIN RED MAN DEVELOPMENT CORPORATION**, a Delaware corporation ("McJunkin Development"), **MCJUNKIN — WEST AFRICA CORPORATION**, a Delaware corporation ("McJunkin West Africa"), **MIDWAY — TRISTATE CORPORATION**, a New York corporation ("Midway"), **MILTON OIL & GAS COMPANY**, a West Virginia corporation ("Milton"), **MRC MANAGEMENT COMPANY**, a Delaware corporation ("Management"), **MRM OKLAHOMA MANAGEMENT LLC**, a Delaware limited liability company ("MRM Oklahoma"), **RUFFNER REALTY COMPANY**, a West Virginia corporation ("Ruffner"), and **THE SOUTH TEXAS SUPPLY COMPANY, INC.**, a Texas corporation ("South Texas") and, together with **MRC**, **Greenbrier**, **McJunkin Nigeria**, **McJunkin Puerto Rico**, **McJunkin Development**, **McJunkin West Africa**, **Midway**, **Milton**, **Management**, **MRM Oklahoma** and **Ruffner**, the "Initial U.S. Borrowers", and **MIDFIELD SUPPLY ULC**, an Alberta unlimited liability company (the "Initial Canadian Borrower") and together with the other Canadian Borrowers and the U.S. Borrowers, the "Borrowers" and each, a "Borrower", the other U.S. Subsidiaries of the U.S. Borrowers from time to time party thereto as U.S. Facility Guarantors and Canadian Facility Guarantors, **BANK OF AMERICA, N.A.**, as collateral agent and administrative agent for itself and the Secured Parties ("Agent"), and the financial institutions from time to time party to the Loan Agreement ("Lenders"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement.

 ("Assignor") and _____ ("Assignee") agree as follows:

1. Assignor hereby assigns to Assignee and Assignee hereby purchases and assumes from Assignor (a) a principal amount of \$ _____ of Assignor's outstanding Revolver Loans and \$ _____ of Assignor's participations in LC Obligations; (b) the amount of \$ _____ of Assignor's Commitment (which represents _____% of the total Commitments); (c) a principal amount of \$ _____ of Assignor's outstanding U.S. Revolver Loans and \$ _____ of Assignor's participations in U.S. LC Obligations; (d) the amount of \$ _____ of Assignor's U.S. Revolver Commitment (which represents _____% of the total U.S. Revolver Commitments); (e) a principal amount of Cdn\$ _____ of Assignor's outstanding Canadian Revolver Loans and Cdn\$ _____ of Assignor's participations in Canadian LC Obligations; and (f) the amount of Cdn\$ _____ of Assignor's Canadian Revolver Commitment (which represents _____% of the total Canadian Revolver Commitments) (the foregoing items being, collectively, the "Assigned Interest"), together with an interest in the Loan Documents corresponding to the Assigned Interest. This Agreement shall be effective as

of the date ("Effective Date") indicated in the corresponding Assignment Notice delivered to Agent, provided such Assignment Notice is executed by Assignor, Assignee, Agent and Loan Party Agent, if applicable. From and after the Effective Date, Assignee hereby expressly assumes, and undertakes to perform, all of Assignor's obligations in respect of the Assigned Interest, and all principal, interest, fees and other amounts which would otherwise be payable to or for Assignor's account in respect of the Assigned Interest shall be payable to or for Assignee's account, to the extent such amounts accrue on or after the Effective Date.

2. Assignor (a) represents that as of the date hereof, prior to giving effect to this assignment, (i) its Commitment is \$_____, the outstanding balance of its Revolver Loans and participations in LC Obligations is \$_____, (ii) its U.S. Revolver Commitment is \$_____, the outstanding balance of its U.S. Revolver Loans and participations in U.S. LC Obligations is \$_____ and (iii) its Canadian Revolver Commitment is Cdn\$_____, the outstanding balance of its Canadian Revolver Loans and participations in Canadian LC Obligations is Cdn\$_____; (b) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Loan Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Agreement or any other instrument or document furnished pursuant thereto, other than that Assignor is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; and (c) makes no representation or warranty and assumes no responsibility with respect to the financial condition of Borrowers or the performance by Borrowers of their obligations under the Loan Documents. *[Assignor is attaching the Revolver Note[s] held by it and requests that Agent exchange such Revolver Note[s] for new Revolver Notes payable to Assignee [and Assignor].]*

3. Assignee (a) represents and warrants that it is legally authorized to enter into this Assignment and Acceptance; (b) confirms that it has received copies of the Loan Agreement and such other Loan Documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance; (c) agrees that it shall, independently and without reliance upon Assignor and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents; (d) confirms that it is an Eligible Assignee; (e) appoints and authorizes Agent to take such action as agent on its behalf and to exercise such powers under the Loan Agreement as are delegated to Agent by the terms thereof, together with such powers as are incidental thereto; (f) agrees that it will observe and perform all obligations that are required to be performed by it as a "Lender" under the Loan Documents; (g) agrees that it will execute and deliver to the Agent a joinder, or other writing acceptable to Agent, to the intercreditor agreement among Agent and Lenders establishing a mechanism for the allocation and exchange of interests in the Loans, participations in Letters of Credit and collections thereunder; and (h) represents and warrants that the assignment evidenced hereby will not result in a non-exempt "prohibited transaction" under Section 406 of ERISA.

4. This Agreement shall be governed by the laws of the State of New York. If any provision is found to be invalid under Applicable Law, it shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.

5. Each notice or other communication hereunder shall be in writing, shall be sent by messenger, by telecopy or facsimile transmission, or by first-class mail, shall be deemed given when sent and shall be sent as follows:

(a) If to Assignee, to the following address (or to such other address as Assignee may designate from time to time):

(b) If to Assignor, to the following address (or to such other address as Assignor may designate from time to time):

Payments hereunder shall be made by wire transfer of immediately available Dollars as follows:

If to Assignee, to the following account (or to such other account as Assignee may designate from time to time):

ABA No. _____

Account No. _____
Reference: _____

If to Assignor, to the following account (or to such other account as Assignor may designate from time to time):

ABA No. _____

Account No. _____
Reference: _____

IN WITNESS WHEREOF, this Assignment and Acceptance is executed as of _____, 20__.

("Assignee")

By _____
Title:

("Assignor")

By _____
Title:

EXHIBIT A-2
to
Loan, Security and Guarantee Agreement

FORM OF ASSIGNMENT NOTICE

Reference is made to that certain (1) Loan, Security and Guarantee Agreement dated as of June 14, 2011 (as the same may be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among **MCJUNKIN RED MAN CORPORATION**, a Delaware corporation ("MRC"), **GREENBRIER PETROLEUM CORPORATION**, a West Virginia corporation ("Greenbrier"), **MCJUNKIN NIGERIA LIMITED**, a Delaware corporation ("McJunkin Nigeria"), **MCJUNKIN — PUERTO RICO CORPORATION**, a Delaware corporation ("McJunkin Puerto Rico"), **MCJUNKIN RED MAN DEVELOPMENT CORPORATION**, a Delaware corporation ("McJunkin Development"), **MCJUNKIN — WEST AFRICA CORPORATION**, a Delaware corporation ("McJunkin West Africa"), **MIDWAY — TRISTATE CORPORATION**, a New York corporation ("Midway"), **MILTON OIL & GAS COMPANY**, a West Virginia corporation ("Milton"), **MRC MANAGEMENT COMPANY**, a Delaware corporation ("Management"), **MRM OKLAHOMA MANAGEMENT LLC**, a Delaware limited liability company ("MRM Oklahoma"), **RUFFNER REALTY COMPANY**, a West Virginia corporation ("Ruffner"), and **THE SOUTH TEXAS SUPPLY COMPANY, INC.**, a Texas corporation ("South Texas") and, together with **MRC**, **Greenbrier**, **McJunkin Nigeria**, **McJunkin Puerto Rico**, **McJunkin Development**, **McJunkin West Africa**, **Midway**, **Milton**, **Management**, **MRM Oklahoma** and **Ruffner**, the "Initial U.S. Borrowers", and **MIDFIELD SUPPLY ULC**, an Alberta unlimited liability company (the "Initial Canadian Borrower") and together with the other Canadian Borrowers and the U.S. Borrowers, the "Borrowers" and each, a "Borrower", the other U.S. Subsidiaries of the U.S. Borrowers from time to time party thereto as U.S. Facility Guarantors and Canadian Facility Guarantors, **BANK OF AMERICA, N.A.**, as collateral agent and administrative agent for itself and the Secured Parties ("Agent"), and the financial institutions from time to time party to the Loan Agreement ("Lenders"); and (2) Assignment and Acceptance dated as of _____, 20__ ("Assignment Agreement"), between _____ ("Assignor") and _____ ("Assignee"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement.

Assignor hereby notifies the Borrowers and Agent of Assignor's intent to assign to Assignee pursuant to the Assignment Agreement (a) a principal amount of \$ _____ of Assignor's outstanding Revolver Loans and \$ _____ of Assignor's participations in LC Obligations; (b) the amount of \$ _____ of Assignor's Commitment (which represents _____% of the total Commitments); (c) a principal amount of \$ _____ of Assignor's outstanding U.S. Revolver Loans and \$ _____ of Assignor's participations in U.S. LC Obligations; (d) the amount of \$ _____ of Assignor's U.S. Revolver Commitment (which represents _____% of the total U.S. Revolver Commitments); (e) a principal amount of Cdn\$ _____ of Assignor's outstanding Canadian Revolver Loans and Cdn\$ _____ of Assignor's participations in Canadian LC Obligations; and (f) the amount of Cdn\$ _____ of Assignor's Canadian Revolver Commitment (which represents _____% of the total Canadian Revolver Commitments) (the foregoing items being, collectively, the "Assigned Interest"), together with an interest in the Loan Documents corresponding to the Assigned Interest. This Assignment Notice shall be effective as of the date ("Effective Date") indicated below, provided

this Assignment Notice is executed by Assignor, Assignee, Agent and Loan Party Agent, if applicable. Pursuant to the Assignment Agreement, Assignee has expressly assumed all of Assignor's obligations under the Loan Agreement to the extent of the Assigned Interest, as of the Effective Date.

For purposes of the Loan Agreement, Agent shall deem (i) Assignor's Commitment to be reduced by \$ _____, and Assignee's Commitment to be increased by \$ _____ (ii) Assignor's U.S. Revolver Commitment to be reduced by \$ _____, and Assignee's U.S. Revolver Commitment to be increased by \$ _____ and (iii) Assignor's Canadian Revolver Commitment to be reduced by Cdn\$ _____, and Assignee's Canadian Revolver Commitment to be increased by Cdn\$ _____.

The address of Assignee to which notices and information are to be sent under the terms of the Loan Agreement is:

The address of Assignee to which payments are to be sent under the terms of the Loan Agreement is shown in the Assignment and Acceptance.

This Assignment Notice is being delivered to Loan Party Agent and Agent pursuant to **Section 13.3** of the Loan Agreement. Please acknowledge your acceptance of this Assignment Notice by executing and returning to Assignee and Assignor a copy of this Assignment Notice.

IN WITNESS WHEREOF, this Assignment Notice is executed as of _____, 20__.

("Assignee")

By _____

Title:

("Assignor")

By _____

Title:

ACKNOWLEDGED AND AGREED,
AS OF THE DATE SET FORTH ABOVE:
LOAN PARTY AGENT *
MCJUNKIN RED MAN CORPORATION

By _____

Title:

* No signature required if Assignee is a Lender, U.S.-based Affiliate of a Lender or Approved Fund, or if an Event of Default exists.

BANK OF AMERICA, N.A.,

as Agent

By _____

Title:

EXHIBIT B-1
to
Loan, Security and Guarantee Agreement
FORM OF CANADIAN BORROWING BASE CERTIFICATE

Client: Midfield Supply ULC

Certificate Number: _____

Dates Covered: _____

Total Canadian Accounts:	_____
Canadian Ineligible Accounts:	_____
Canadian Eligible Accounts:	_____
Advance Rate:	_____ 85%
Canadian Accounts Borrowing Base:	_____
Total Canadian Inventory:	_____
Canadian Ineligible Inventory:	_____
Canadian Eligible Inventory:	_____
Advance Rate:	
a. 70% of the net book value of Canadian Eligible Inventory:	_____
b. 85% of the Net Orderly Liquidation Value of Canadian Eligible Inventory:	_____
Canadian Inventory Borrowing Base (lesser of (a) and (b) above):	=====
Total Canadian Borrowing Base:	=====

Canadian LC Reserve: _____
Canadian Bank Product Reserve: _____
Canadian Priority Payables Reserve: _____
Dilution Reserve: _____
Casing Claim Contingency Reserve: _____
Canadian Rent Reserve: _____
Vendor A/P with 3rd Party Locations: _____
Sales Tax Reserve: _____
Net Borrowing Base: _____

The foregoing information is delivered to Bank of America, N.A. in accordance with the Loan, Security and Guarantee Agreement among Midfield Supply ULC, as Canadian Borrower, McJunkin Red Man Corporation, as Loan Party Agent, certain other parties thereto and Bank of America, N.A., as Agent, dated June 14, 2011. In my capacity as a Senior Officer of Loan Party Agent, I hereby certify that the information contained herein is true and correct as of the dates shown herein. Nothing contained herein shall constitute a waiver, modification, or limitation in any of the terms or conditions set forth in the referenced Loan, Security and Guarantee Agreement.

Prepared by: _____

Title: _____

Date: _____

EXHIBIT B-2
to
Loan, Security and Guarantee Agreement

FORM OF U.S. BORROWING BASE CERTIFICATE

Client: McJunkin Red Man Corporation et al.

Certificate Number: _____

Dates Covered: _____

Total U.S. Accounts:	_____
U.S. Ineligible Accounts:	_____
U.S. Eligible Accounts:	_____
Advance Rate:	_____ 85%
U.S. Accounts Borrowing Base:	_____
Total U.S. Inventory:	_____
U.S. Ineligible Inventory:	_____
U.S. Eligible Inventory:	_____
Advance Rate:	
a. 70% of the net book value of U.S. Eligible Inventory:	_____
b. 85% of the Net Orderly Liquidation Value of U.S. Eligible Inventory:	_____
U.S. Inventory Borrowing Base (lesser of (a) and (b) above):	_____
Total U.S. Borrowing Base:	_____

U.S. LC Reserve: _____
U.S. Bank Product Reserve: _____
Dilution Reserve: _____
Casing Claim Contingency Reserve: _____
U.S. Rent Reserve for Leased Locations: _____
Vendor A/P with 3rd Party Locations: _____
Sales Tax Reserve: _____
Canadian Overadvance Loan Balance: _____
Net Borrowing Base: _____

The foregoing information is delivered to Bank of America, N.A. in accordance with the Loan, Security and Guarantee Agreement among McJunkin Red Man Corporation, Greenbrier Petroleum Corporation, McJunkin Nigeria Limited, McJunkin — Puerto Rico Corporation, McJunkin Red Man Development Corporation, McJunkin-West Africa Corporation, Midway-Tristate Corporation, Milton Oil & Gas Company, MRC Management Company, MRM Oklahoma Management LLC, Ruffner Realty Company and The South Texas Supply Company, Inc., as U.S. Borrowers and Canadian Facility Guarantors, McJunkin Red Man Corporation, as Loan Party Agent, certain other parties thereto and Bank of America, N.A., as Agent, dated June 14, 2011. In my capacity as a Senior Officer of Loan Party Agent, I hereby certify that the information contained herein is true and correct as of the dates shown herein. Nothing contained herein shall constitute a waiver, modification, or limitation in any of the terms or conditions set forth in the referenced Loan, Security and Guarantee Agreement.

Prepared by: _____
Title: _____
Date: _____

EXHIBIT C-1
to
Loan, Security and Guarantee Agreement

FORM OF CANADIAN REVOLVER NOTE

_____, 20__ § _____ New York City, New York

[BORROWER], a _____ (“**Initial Canadian Borrower**”), and the other Canadian Borrowers party to the Loan Agreement described below from time to time (together with the Initial Canadian Borrower, “**Canadian Borrowers**”), for value received, hereby unconditionally promise to pay, on a joint and several basis, to the order of _____ (“**Lender**”), the principal sum of _____ CANADIAN DOLLARS (Cdn\$ _____), or such lesser amount as may be advanced by Lender as Canadian Revolver Loans and owing as Canadian LC Obligations from time to time under the Loan Agreement described below, together with all accrued and unpaid interest thereon. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan, Security and Guarantee Agreement dated as of June 14, 2011 (as such agreement may be amended, modified, renewed or extended from time to time, the “**Loan Agreement**”), among Initial Canadian Borrower, certain affiliates of Initial Canadian Borrower as U.S. Borrowers, certain financial institutions party thereto as lenders and Bank of America, N.A., as collateral agent and administrative agent for itself and the Secured Parties.

Principal of and interest on this Note from time to time outstanding shall be due and payable as provided in the Loan Agreement. This Note is issued pursuant to and evidences Canadian Revolver Loans and Canadian LC Obligations under the Loan Agreement, to which reference is made for a statement of the rights and obligations of Lender and the duties and obligations of Canadian Borrowers. The Loan Agreement contains provisions for acceleration of the maturity of this Note upon the happening of certain stated events, and for the borrowing, prepayment and reborrowing of amounts upon specified terms and conditions.

The holder of this Note is hereby authorized by Canadian Borrowers to record on a schedule annexed to this Note (or on a supplemental schedule) the amounts owing with respect to Canadian Revolver Loans and Canadian LC Obligations, and the payment thereof. Failure to make any notation, however, shall not affect the rights of the holder of this Note or any obligations of Canadian Borrowers hereunder or under any other Loan Documents.

Time is of the essence of this Note. Canadian Borrowers and all endorsers, sureties and guarantors of this Note hereby severally waive demand, presentment for payment, protest, notice of protest, notice of intention to accelerate the maturity of this Note, diligence in collecting, the bringing of any suit against any party, and any notice of or defense on account of any extensions, renewals, partial payments, or changes in any manner of or in this Note or in any of its terms, provisions and covenants, or any releases or substitutions of any security, or any delay, indulgence or other act of any trustee or any holder hereof, whether before or after maturity. Canadian Borrowers jointly and severally agree to pay, and to save the holder of this Note harmless against, any liability for the payment of all costs and expenses (including without

limitation reasonable and documented attorneys' fees) if this Note is collected by or through an attorney-at-law.

In no contingency or event whatsoever shall the amount paid or agreed to be paid to the holder of this Note for the use, forbearance or detention of money advanced hereunder exceed the highest lawful rate permitted under Applicable Law. If any such excess amount is inadvertently paid by a Canadian Borrower or inadvertently received by the holder of this Note, such excess shall be returned to a Canadian Borrower or credited as a payment of principal, in accordance with the Loan Agreement. It is the intent hereof that Canadian Borrowers not pay or contract to pay, and that holder of this Note not receive or contract to receive, directly or indirectly in any manner whatsoever, interest in excess of that which may be paid by Canadian Borrowers under Applicable Law.

This Note shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles.

IN WITNESS WHEREOF, this Revolver Note is executed as of the date set forth above.

[INITIAL CANADIAN BORROWER]

Per: _____
Name: _____
Title: _____

EXHIBIT C-2
to
Loan, Security and Guarantee Agreement

FORM OF U.S. REVOLVER NOTE

_____, 20__

\$ _____

New York City, New York

[BORROWER 1], a _____, **[BORROWER 2]**, a _____, and **[BORROWER 3]**, a _____, (collectively, "**Initial U.S. Borrowers**") and the other U.S. Borrowers party to the Loan Agreement described below from time to time (together with the Initial U.S. Borrowers, "**U.S. Borrowers**"), for value received, hereby unconditionally promise to pay, on a joint and several basis, to the order of _____ ("**Lender**"), the principal sum of _____ DOLLARS (\$ _____), or such lesser amount as may be advanced by Lender as U.S. Revolver Loans and owing as U.S. LC Obligations from time to time under the Loan Agreement described below, together with all accrued and unpaid interest thereon. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan, Security and Guarantee Agreement dated as of June 14, 2011 (as such agreement may be amended, modified, renewed or extended from time to time, the "**Loan Agreement**"), among Initial U.S. Borrowers, an affiliate of Initial U.S. Borrowers as Canadian Borrower, certain financial institutions party thereto as lenders and Bank of America, N.A., as collateral agent and administrative agent for itself and the Secured Parties.

Principal of and interest on this Note from time to time outstanding shall be due and payable as provided in the Loan Agreement. This Note is issued pursuant to and evidences U.S. Revolver Loans and U.S. LC Obligations under the Loan Agreement, to which reference is made for a statement of the rights and obligations of Lender and the duties and obligations of U.S. Borrowers. The Loan Agreement contains provisions for acceleration of the maturity of this Note upon the happening of certain stated events, and for the borrowing, prepayment and reborrowing of amounts upon specified terms and conditions.

The holder of this Note is hereby authorized by U.S. Borrowers to record on a schedule annexed to this Note (or on a supplemental schedule) the amounts owing with respect to U.S. Revolver Loans and U.S. LC Obligations, and the payment thereof. Failure to make any notation, however, shall not affect the rights of the holder of this Note or any obligations of U.S. Borrowers hereunder or under any other Loan Documents.

Time is of the essence of this Note. Each U.S. Borrower and all endorsers, sureties and guarantors of this Note hereby severally waive demand, presentment for payment, protest, notice of protest, notice of intention to accelerate the maturity of this Note, diligence in collecting, the bringing of any suit against any party, and any notice of or defense on account of any extensions, renewals, partial payments, or changes in any manner of or in this Note or in any of its terms, provisions and covenants, or any releases or substitutions of any security, or any delay, indulgence or other act of any trustee or any holder hereof, whether before or after maturity. U.S. Borrowers jointly and severally agree to pay, and to save the holder of this Note harmless against, any liability for the payment of all costs and expenses (including without limitation

reasonable and documented attorneys' fees) if this Note is collected by or through an attorney-at-law.

In no contingency or event whatsoever shall the amount paid or agreed to be paid to the holder of this Note for the use, forbearance or detention of money advanced hereunder exceed the highest lawful rate permitted under Applicable Law. If any such excess amount is inadvertently paid by U.S. Borrowers or inadvertently received by the holder of this Note, such excess shall be returned to U.S. Borrowers or credited as a payment of principal, in accordance with the Loan Agreement. It is the intent hereof that U.S. Borrowers not pay or contract to pay, and that holder of this Note not receive or contract to receive, directly or indirectly in any manner whatsoever, interest in excess of that which may be paid by U.S. Borrowers under Applicable Law.

This Note shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles (but giving effect to federal laws relating to national banks).

IN WITNESS WHEREOF, this Revolver Note is executed as of the date set forth above.

[BORROWER 1]

By: _____
Name: _____
Title: _____

[BORROWER 2]

By: _____
Name: _____
Title: _____

[BORROWER 3]

By: _____
Name: _____
Title: _____

EXHIBIT D
to
Loan, Security and Guarantee Agreement

FORM OF COMPLIANCE CERTIFICATE

Bank of America, N.A.
901 Main Street, 22nd Floor
Dallas, Texas 75202

Attn: Mark Porter
Telecopy: (214) 209-4766

This Compliance Certificate is furnished pursuant to that certain Loan, Security and Guarantee Agreement dated as of June 14, 2011 (as the same may be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among **MCJUNKIN RED MAN CORPORATION**, a Delaware corporation ("MRC"), **GREENBRIER PETROLEUM CORPORATION**, a West Virginia corporation ("Greenbrier"), **MCJUNKIN NIGERIA LIMITED**, a Delaware corporation ("McJunkin Nigeria"), **MCJUNKIN – PUERTO RICO CORPORATION**, a Delaware corporation ("McJunkin Puerto Rico"), **MCJUNKIN RED MAN DEVELOPMENT CORPORATION**, a Delaware corporation ("McJunkin Development"), **MCJUNKIN – WEST AFRICA CORPORATION**, a Delaware corporation ("McJunkin West Africa"), **MIDWAY – TRISTATE CORPORATION**, a New York corporation ("Midway"), **MILTON OIL & GAS COMPANY**, a West Virginia corporation ("Milton"), **MRC MANAGEMENT COMPANY**, a Delaware corporation ("Management"), **MRM OKLAHOMA MANAGEMENT LLC**, a Delaware limited liability company ("MRM Oklahoma"), **RUFFNER REALTY COMPANY**, a West Virginia corporation ("Ruffner"), and **THE SOUTH TEXAS SUPPLY COMPANY, INC.**, a Texas corporation ("South Texas") and, together with MRC, Greenbrier, McJunkin Nigeria, McJunkin Puerto Rico, McJunkin Development, McJunkin West Africa, Midway, Milton, Management, MRM Oklahoma and Ruffner, the "Initial U.S. Borrowers", and **MIDFIELD SUPPLY ULC**, an Alberta unlimited liability company (the "Initial Canadian Borrower" and together with the other Canadian Borrowers and the U.S. Borrowers, the "Borrowers" and each, a "Borrower"), the other U.S. Subsidiaries of the U.S. Borrowers from time to time party thereto as U.S. Facility Guarantors and Canadian Facility Guarantors, **BANK OF AMERICA, N.A.**, as collateral agent and administrative agent for itself and the Secured Parties ("Agent"), and the financial institutions from time to time party to the Loan Agreement ("Lenders"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement.

THE UNDERSIGNED HEREBY CERTIFIES, ON BEHALF OF THE LOAN PARTY AGENT AND ON BEHALF OF THE BORROWERS, THAT:

1. I am the duly elected []¹ of MRC.
2. I have reviewed the terms of the Loan Agreement and I have made, or have caused to be made under my supervision, a detailed review of the transactions and conditions of MRC and

¹ Certifying officer must be a Senior Officer.

its Subsidiaries (or, so long as the Parent is a Passive Entity which owns MRC, the Parent and its Subsidiaries) during the accounting period covered by the financial statements attached hereto as Schedule I and such financial statements present fairly in all material respects the financial condition and results of operations of MRC and its Subsidiaries (or, so long as the Parent is a Passive Entity which owns MRC, the Parent and its Subsidiaries) on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes.

3. Except as set forth below, no Default or Event of Default exists.

4. Schedule II attached hereto sets forth the Consolidated Fixed Charge Coverage Ratio (and accompanying calculations) as at the end of [the most recent fiscal quarter/fiscal year]. [However, compliance with this financial covenant is not required for the purposes of Section 10.3.1 of the Loan Agreement because no FCCR Test Event has occurred and is continuing. "FCCR Test Event" means the occurrence of any one of the following events: (i) Excess Availability shall be less than the greater of (A) 10% of the Commitments or (B) \$75,000,000 or (ii) an Event of Default shall have occurred and be continuing; provided, that, to the extent that the FCCR Test Event has occurred due to clause (i) of this definition, if Excess Availability shall have exceeded the greater of (x) 10% of the Commitments and (y) \$75,000,000 for at least thirty (30) consecutive days, the FCCR Test Event shall be deemed to be over.]

5. Schedule III attached hereto specifies any change in the identity of certain Restricted Subsidiaries and/or Unrestricted Subsidiaries as at the end of [the most recent fiscal month/fiscal quarter/fiscal year] from the Restricted Subsidiaries and Unrestricted Subsidiaries, respectively, provided to the Lenders on [the Closing Date/_____, 20__].

6. Schedule IV attached hereto sets forth the detailed computations necessary to determine the applicable level of the Applicable Margin to be effective as of the first day of the calendar month immediately following the Agent's receipt of this Certificate.²

7. Schedule V attached hereto sets forth the amount of any Pro Forma Adjustment not previously set forth in a Pro Forma Adjustment Certificate and/or any change in the amount of a Pro Forma Adjustment set forth in the Pro Forma Adjustment Certificate previously provided on [_____, 20__] and, [in each case,] in reasonable detail, the calculations and basis therefor.

8. [I hereby certify that no Loan Party has changed (i) its name, (ii) its chief executive office, (iii) its principal place of business, (iv) the type of entity it is or (v) its state of incorporation or organization since [the Closing Date] [the date of the most recent Compliance Certificate delivered pursuant to Section 10.1.1(e) of the Loan Agreement].³

Described below are the exceptions, if any, to paragraph 3 by listing, in detail, the nature of the condition or event, the period during which it has existed and the action which the

² To be included only in Compliance Certificates delivered in connection with the fiscal quarter end financial statements provided for in Section 10.1.1(b).

³ To be included only in Compliance Certificates delivered in connection with the fiscal year end financial statements provided for in Section 10.1.1(a).

Borrowers have taken, are taking, or propose to take with respect to each such condition or event:

The foregoing certifications, together with the computations set forth in Schedules II, IV and V hereto and the financial statements delivered with this Certificate in support hereof, are made and delivered this __ day of _____, 20__.

MCJUNKIN RED MAN CORPORATION

By: _____
Name: _____
Title: _____

EXHIBIT E
to
Loan, Security and Guarantee Agreement

FORM OF NOTICE OF BORROWING

Reference is made to that certain Loan, Security and Guarantee Agreement dated as of June 14, 2011 (as the same may be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among **MCJUNKIN RED MAN CORPORATION**, a Delaware corporation ("MRC"), **GREENBRIER PETROLEUM CORPORATION**, a West Virginia corporation ("Greenbrier"), **MCJUNKIN NIGERIA LIMITED**, a Delaware corporation ("McJunkin Nigeria"), **MCJUNKIN – PUERTO RICO CORPORATION**, a Delaware corporation ("McJunkin Puerto Rico"), **MCJUNKIN RED MAN DEVELOPMENT CORPORATION**, a Delaware corporation ("McJunkin Development"), **MCJUNKIN – WEST AFRICA CORPORATION**, a Delaware corporation ("McJunkin West Africa"), **MIDWAY – TRISTATE CORPORATION**, a New York corporation ("Midway"), **MILTON OIL & GAS COMPANY**, a West Virginia corporation ("Milton"), **MRC MANAGEMENT COMPANY**, a Delaware corporation ("Management"), **MRM OKLAHOMA MANAGEMENT LLC**, a Delaware limited liability company ("MRM Oklahoma"), **RUFFNER REALTY COMPANY**, a West Virginia corporation ("Ruffner"), and **THE SOUTH TEXAS SUPPLY COMPANY, INC.**, a Texas corporation ("South Texas") and, together with MRC, Greenbrier, McJunkin Nigeria, McJunkin Puerto Rico, McJunkin Development, McJunkin West Africa, Midway, Milton, Management, MRM Oklahoma and Ruffner, the "Initial U.S. Borrowers", and **MIDFIELD SUPPLY ULC**, an Alberta unlimited liability company (the "Initial Canadian Borrower") and together with the other Canadian Borrowers and the U.S. Borrowers, the "Borrowers" and each, a "Borrower", the other U.S. Subsidiaries of the U.S. Borrowers from time to time party thereto as U.S. Facility Guarantors and Canadian Facility Guarantors, **BANK OF AMERICA, N.A.**, as collateral agent and administrative agent for itself and the Secured Parties ("Agent"), and the financial institutions from time to time party to the Loan Agreement ("Lenders"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement.

The undersigned hereby gives irrevocable notice, pursuant to Section 4.1.1 of the Loan Agreement, of a request hereby for a Borrowing of Loans as follows:

Principal Amount of Borrowing: [Cdn]\$ _____

Date of Borrowing: _____, 20__

Type of Loan: _____

[U.S. Base Rate] [Canadian Base Rate] [Canadian Prime Rate] [LIBOR Revolver]
[Canadian BA Rate] Loan

Interest Period: _____ Months

Borrower Group Commitment: [Canadian/U.S.] Revolver Commitments

Loan Denomination: [Canadian] Dollars

The requested Borrowing of Loans is to be wired as follows:

[Name of Bank]

[City of Bank]

Beneficiary:

Account No.:

ABA No.:

Attn:

The undersigned hereby certifies that on the date hereof and on the Date of Borrowing set forth above, and after giving effect to the Borrowing requested hereby and any other Borrowing on such date: (i) there exists and there shall exist no Default or Event of Default; (ii) the representations and warranties of each Loan Party in the Loan Documents are true and correct in all material respects or, with respect to representations and warranties qualified by materiality, in all respects (except in the case of representations and warranties that relate by their terms to a specified date); (iii) Excess Availability of not less than the amount of the proposed Borrowings exists; and (iv) no Canadian Overadvance or U.S. Overadvance exists or shall exist and the Total Revolver Exposure does not exceed the Maximum Facility Amount.

IN WITNESS WHEREOF, Loan Party Agent has caused this Notice of Borrowing to be executed and delivered by its duly authorized officer to Agent as of the date first set forth above.

MCJUNKIN RED MAN CORPORATION

By: _____
Name:
Title:

EXHIBIT F
to
Loan, Security and Guarantee Agreement

FORM OF NOTICE OF CONVERSION/CONTINUATION

Reference is made to that certain Loan, Security and Guarantee Agreement dated as of June 14, 2011 (as the same may be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among **MCJUNKIN RED MAN CORPORATION**, a Delaware corporation ("MRC"), **GREENBRIER PETROLEUM CORPORATION**, a West Virginia corporation ("Greenbrier"), **MCJUNKIN NIGERIA LIMITED**, a Delaware corporation ("McJunkin Nigeria"), **MCJUNKIN — PUERTO RICO CORPORATION**, a Delaware corporation ("McJunkin Puerto Rico"), **MCJUNKIN RED MAN DEVELOPMENT CORPORATION**, a Delaware corporation ("McJunkin Development"), **MCJUNKIN — WEST AFRICA CORPORATION**, a Delaware corporation ("McJunkin West Africa"), **MIDWAY — TRISTATE CORPORATION**, a New York corporation ("Midway"), **MILTON OIL & GAS COMPANY**, a West Virginia corporation ("Milton"), **MRC MANAGEMENT COMPANY**, a Delaware corporation ("Management"), **MRM OKLAHOMA MANAGEMENT LLC**, a Delaware limited liability company ("MRM Oklahoma"), **RUFFNER REALTY COMPANY**, a West Virginia corporation ("Ruffner"), and **THE SOUTH TEXAS SUPPLY COMPANY, INC.**, a Texas corporation ("South Texas") and, together with **MRC**, **Greenbrier**, **McJunkin Nigeria**, **McJunkin Puerto Rico**, **McJunkin Development**, **McJunkin West Africa**, **Midway**, **Milton**, **Management**, **MRM Oklahoma** and **Ruffner**, the "Initial U.S. Borrowers", and **MIDFIELD SUPPLY ULC**, an Alberta unlimited liability company (the "Initial Canadian Borrower") and together with the other Canadian Borrowers and the U.S. Borrowers, the "Borrowers" and each, a "Borrower", the other U.S. Subsidiaries of the U.S. Borrowers from time to time party thereto as U.S. Facility Guarantors and Canadian Facility Guarantors, **BANK OF AMERICA, N.A.**, as collateral agent and administrative agent for itself and the Secured Parties ("Agent"), and the financial institutions from time to time party to the Loan Agreement ("Lenders"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement.

The undersigned hereby gives irrevocable notice, pursuant to Section 3.1.2 of the Loan Agreement, of a request hereby that the Loans set forth below be converted to, or continued as, [LIBOR Loans][Canadian BA Rate Loans] as follows:

Aggregate Principal Amount of Loans to be converted/continued: [Cdn]\$ _____

Date of Conversion/Continuation: _____

Type of Loans: Interest Period:

[LIBOR Loans][Canadian BA Rate Loans] _____ Months

IN WITNESS WHEREOF, the Loan Party Agent has caused this Notice of Conversion/Continuation to be executed and delivered by its duly authorized officer to the Agent as of the date first set forth above.

MCJUNKIN RED MAN CORPORATION

By: _____
Name:
Title:

EXHIBIT G-1
to
Loan, Security and Guarantee Agreement

FORM OF CANADIAN PERFECTION CERTIFICATE

June 14, 2011

Reference is hereby made to that certain Loan, Security and Guarantee Agreement dated as of the date hereof (the "Loan Agreement") among McJunkin Red Man Corporation and other others, as U.S. Borrowers, Midfield Supply ULC (as used herein, the "Perfection Entity"), certain other parties thereto and Bank of America, N.A., as agent (in such capacity, the "Agent"). Capitalized terms used but not defined herein have the meanings assigned in the Loan Agreement.

The undersigned hereby certifies to the Agent as follows:

1. Names. (a) The exact legal name of the Perfection Entity, as such name appears in its certificate of incorporation, is as set forth on Schedule 1.

(b) To my knowledge, Schedule 1 contains a list of all other names (including trade names or similar appellations) used by the Perfection Entity or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years (including any name used by any other business or organization to which any Perfection Entity became the successor by merger, consolidation, acquisition, change in form or otherwise (such business or organization, the "Acquired Entity")).

(c) Set forth on Schedule 1 is the corporate access number issued by the jurisdiction of organization of the Perfection Entity.

(d) Set forth on Schedule 1 is federal taxpayer identification, if any, of the Perfection Entity.

(e) Except as set forth on Schedule 1(c), the Perfection Entity has not changed its jurisdiction of organization at any time during the past twelve months.

2. Current Locations. (a) The chief executive office, the principal place of business, registered head office and location of the books and records of the Perfection Entity are located as set forth on Schedule 2. Except as set forth on Schedule 2, the Perfection Entity has not changed the location of its chief executive office, principal place of business or registered head office at any time during the past five years.

The jurisdiction of organization of the Perfection Entity is set forth on Schedule 2.

(a) Set forth on Schedule 2 is each jurisdiction in which the Perfection Entity is qualified to transact business as an extra-provincial corporation or other foreign corporation, foreign partnership or foreign limited liability Perfection Entity.

(b) Set forth on Schedule 2(d) are (i) the names and addresses of all Persons, such as lessees, consignees, warehousemen or purchasers, that have possession of any tangible Collateral having an aggregate value in excess of \$1,000,000 of such Perfection Entity, (ii) each jurisdiction in which the Perfection Entity maintains any tangible property, and (ii) all locations where records of Accounts and Inventory of the Perfection Entity are maintained.

3. Unusual Transactions. Except as described on Schedule 3, all Accounts have been originated by the Perfection Entity and all Inventory has been acquired by the Perfection Entity in the ordinary course of business (other than Accounts acquired in connection with a business acquisition).

4. Schedule of Filings. Set forth on Schedule 4 is a schedule setting forth the proper UCC or PPSA (or other equivalent) filing office in respect of the jurisdiction in which the Perfection Entity is located or maintains its chief executive office, principal place of business or registered head office, as well as the jurisdiction in which any Collateral is located.

5. Deposit Accounts and Securities Accounts. Set forth on Schedule 5 is a schedule of all Deposit Accounts and Security Accounts maintained by the Perfection Entity, including the name of each institution where each such account is held, the name and account number of each such account and the name of each entity that holds each account.

6. Specified Revolving Credit Collateral. Attached hereto as Schedule 6 is a list of all Commercial Tort Claims, Letter of Credit Rights, Chattel Paper, Instruments (other than checks to be deposited in the ordinary course of business) and Investment Property, in each case relating to Accounts or Inventory.

[Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto signed this Perfection Certificate as of the date first written above.

MIDFIELD SUPPLY ULC

By: _____
Name:
Title:

EXHIBIT G-2
to
Loan, Security and Guarantee Agreement

FORM OF U.S. PERFECTION CERTIFICATE

June 14, 2011

Reference is hereby made to that certain Loan, Security and Guarantee Agreement dated as of the date hereof (the "Loan Agreement") among McJunkin Red Man Corporation, certain other parties thereto and Bank of America, N.A., as agent (in such capacity, the "Agent"). Capitalized terms used but not defined herein have the meanings assigned in the Loan Agreement.

As used herein, the term "Perfection Entities" or "Perfection Entity," means each U.S. Facility Loan Party.

Each of the undersigned hereby certifies to the Agent as follows:

1. Names. (a) The exact legal name of each Perfection Entity, as such name appears in its respective certificate of incorporation or formation (or equivalent), is as set forth on Schedule 1.

(b) To our knowledge, Schedule 1 contains a list of all other names (including trade names or similar appellations) used by each Perfection Entity or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years (including any name used by any other business or organization to which any Perfection Entity became the successor by merger, consolidation, acquisition, change in form or otherwise (such business or organization, the "Acquired Entity")).

(c) Set forth on Schedule 1 is the Organizational Identification Number, if any, issued by the jurisdiction of formation of each Perfection Entity that is a registered organization.

(d) Set forth on Schedule 1 is the Federal Taxpayer Identification Number of each Perfection Entity, as applicable.

(e) Except as set forth on Schedule 1, no Perfection Entity has changed its jurisdiction of organization at any time during the past twelve months.

2. Current Locations. (a) The chief executive office of each Perfection Entity is located at the address set forth opposite its name on Schedule 2. Except as set forth on Schedule 2, no Perfection Entity has changed the location of its chief executive office at any time during the past five years.

(a) The jurisdiction of formation of each Perfection Entity that is a registered organization is set forth opposite its name on Schedule 2.

(b) The jurisdiction of formation of each Acquired Entity is set forth opposite such Acquired Entity's name on Schedule 1.

(c) Set forth opposite the name of each Perfection Entity on Schedule 2(c), are (i) the names and addresses of all Persons, such as lessees, consignees, warehousemen or purchasers, that have possession of any tangible Collateral having an aggregate value in excess of \$1,000,000 of such Perfection Entity and (ii) all locations where records of Accounts and Inventory of any Perfection Entity are maintained.

3. Unusual Transactions. All Accounts have been originated by the Perfection Entity and all Inventory has been acquired by the Perfection Entity in the ordinary course of business (other than Accounts acquired in connection with a business acquisition).

4. Schedule of Filings. Attached hereto as Schedule 4 is a schedule setting forth the proper Uniform Commercial Code filing office in the jurisdiction in which each Perfection Entity is located and, to the extent any of the Collateral is comprised of fixtures, in the proper local jurisdiction, in each case as set forth with respect to such Perfection Entity in Section 2.

5. Deposit Accounts and Securities Accounts. Attached hereto as Schedule 5 is a schedule of all Deposit Accounts and Security Accounts maintained by each Perfection Entity, including the name of each institution where each such account is held, the name and account number of each such account and the name of each entity that holds each account.

6. Specified Revolving Credit Collateral. Attached hereto as Schedule 6 is a list of all Commercial Tort Claims, Letter of Credit Rights, Chattel Paper, Instruments (other than checks to be deposited in the ordinary course of business) and Investment Property, in each case relating to Accounts or Inventory.

[Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto signed this Perfection Certificate as of the date first written above.

[U.S. FACILITY LOAN PARTIES]

By: _____
Name:
Title:

EXHIBIT H-1
to
Loan, Security and Guarantee Agreement
FORM OF CANADIAN CLOSING CERTIFICATE

TO: Bank of America, N.A.

and such other financial institutions and other persons as may be Secured Parties under the Credit Agreement hereinafter defined (collectively, the “**Secured Parties**” and, individually, a “**Secured Party**”)

AND TO: Bank of America, N.A., in its capacity as agent of the Secured Parties (the “**Agent**”)

AND TO: McCarthy Tétrault LLP

RE: Loan, security and guarantee agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Amendment**”) dated as of the date hereof among, *inter alia*, McJunkin Red Man Corporation and others as U.S. borrowers, Midfield Supply ULC (the “**Borrower**”), as Canadian Borrower, the Lenders, the Agent and the guarantors party thereto.

The undersigned, _____, the _____ of the [certifying Loan Party (the “**Company**”)/Borrower], hereby certifies, on behalf of the [Company/Borrower] as follows:

1. Capitalized terms used and not expressly defined herein shall have the same respective meanings as are ascribed thereto in the Credit Agreement.
 2. I have made or have caused to be made such examinations or investigations as are necessary to make the statements below, and I have furnished this certificate with the intent that it may be relied upon as a basis for the consummation of the transactions contemplated in the Credit Agreement.
 3. Attached hereto is a true and complete copy of the articles of the [Company/Borrower] (and all amendments made thereto to the date hereof), which articles are in full force and effect and no proceedings have been taken or are pending to amend, surrender or cancel them.
-

4. Attached hereto is a true and complete copy of the by-laws of the [Company/Borrower] (and all amendments made thereto to the date hereof), which by-laws are in full force and effect, without any modification or amendment thereto, and no proceedings have been taken or are pending to amend, supplement or repeal them.
5. Attached hereto is a true and complete copy of resolutions (the "**Resolutions**") duly passed by the directors of the [Company/Borrower] in respect of the Credit Agreement which resolutions have not been amended or rescinded, are in full force and effect and no proceedings have been taken or are pending to amend, rescind or cancel them. The Resolutions are all of the resolutions of the directors of the [Company/Borrower] specifically relating to the Credit Agreement and the other Loan Documents dated the date hereof, or the subject matter thereof.
6. Attached hereto are names of persons who are duly appointed officers of the [Company/Borrower] holding the offices set forth opposite their names and the specimen signatures set forth opposite their names are true specimens of their signatures.
7. [Attached hereto is a true and complete copy of a shareholder agreement and all amendments thereto (the "**Shareholder Agreement**") in respect of the Borrower which shareholder agreement is in full force and effect, without any further modification or amendment thereto, and no proceedings have been taken or are pending to amend, supplement or cancel it. No shareholder declaration or other shareholder agreement or instrument has been executed, delivered or entered into which restricts, in any manner whatsoever, the powers and authority of the directors of the Borrower provided for in the *Business Corporations Act* (Alberta).]⁴
8. The [Company/Borrower] has not taken any steps to terminate its existence, to surrender or cancel its articles, to amalgamate, to continue in any other jurisdiction or to change its corporate existence in any way. The [Company/Borrower] has not received any notice or other communication from any person or governmental authority indicating that there exists any situation which, unless remedied, could result in the dissolution or termination of the existence of the [Company/Borrower].
9. [The execution, delivery and performance by the Borrower of the Credit Agreement and the Loan Documents to which it is a party does not:
 - (a) contravene any order, judgment, injunction, award or decree affecting the Borrower or its properties, assets and undertakings;
 - (b) contravene or result in a breach of or a default under the terms, conditions or provisions of any agreement, instrument or indenture to which the Borrower is a party (including, without limitation to the Shareholder Agreement); or

⁴ Paragraph 7 included in Initial Canadian Borrower's Closing Certificate only.

(c) result in the creation of, or the obligation to create, any Lien in or with respect to any of the property, assets or undertakings of the Borrower pursuant to any agreement, instrument or indenture to which it is a party.]⁵

10. [As at the date hereof:

(a) there are no actions, suits, proceedings, litigation or investigations pending or threatened against or affecting the Borrower before or by any governmental authority which (i) could reasonably be expected to have a Material Adverse Effect or impair the Borrower's ability to perform its obligations under the Credit Agreement or (ii) could reasonably be expected to materially and adversely affect the Obligations or the transactions contemplated by the Credit Agreement; and

(b) the Borrower is not in default of or has failed to satisfy the terms of any judgment or order binding upon them of any governmental authority.]⁶

11. [As of the date hereof, and after giving effect to the Loans and the transactions under the Credit Agreement and the other Loan Documents:

(a) the Borrower is Solvent;

(b) no Default or Event of Default Exists;

(c) the representations and warranties set forth in Section 9 of the Credit Agreement are true and correct; and

(d) the Borrower has complied with all agreements and conditions to be satisfied by in under the Loan Documents to which it is a party.]⁷

12. [The Borrower has obtained all governmental and third party consents and approvals required in connection with the Credit Agreement and the transactions contemplated thereby.]⁸

13. [The chief executive office of the Borrower is located in the Province of Alberta.]⁹

14. The share register of the [Company/Borrower] contained in the minute books of the [Company/Borrower] is true, correct and complete.

[the remainder of this page has been intentionally left blank]

5 Paragraph 9 included in Initial Canadian Borrower's Closing Certificate only.

6 Paragraph 10 included in Initial Canadian Borrower's Closing Certificate only.

7 Paragraph 11 included in Initial Canadian Borrower's Closing Certificate only.

8 Paragraph 12 included in Initial Canadian Borrower's Closing Certificate only.

9 Paragraph 13 included in Initial Canadian Borrower's Closing Certificate only.

I give this certificate on behalf of the [Company/Borrower], and in my capacity as an officer of the [Company/Borrower] and no personal liability is assumed by or in respect of the giving of this certificate.

DATED as of June 14, 2011.

Name:

Title:

EXHIBIT H-2
to
Loan, Security and Guarantee Agreement
FORM OF U.S. CLOSING CERTIFICATE

June 14, 2011

Reference is made to that certain Loan, Security and Guarantee Agreement dated as of June 14, 2011 (as the same may be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among **MCJUNKIN RED MAN CORPORATION**, a Delaware corporation ("MRC"), **GREENBRIER PETROLEUM CORPORATION**, a West Virginia corporation ("Greenbrier"), **MCJUNKIN NIGERIA LIMITED**, a Delaware corporation ("McJunkin Nigeria"), **MCJUNKIN — PUERTO RICO CORPORATION**, a Delaware corporation ("McJunkin Puerto Rico"), **MCJUNKIN RED MAN DEVELOPMENT CORPORATION**, a Delaware corporation ("McJunkin Development"), **MCJUNKIN — WEST AFRICA CORPORATION**, a Delaware corporation ("McJunkin West Africa"), **MIDWAY — TRISTATE CORPORATION**, a New York corporation ("Midway"), **MILTON OIL & GAS COMPANY**, a West Virginia corporation ("Milton"), **MRC MANAGEMENT COMPANY**, a Delaware corporation ("Management"), **MRM OKLAHOMA MANAGEMENT LLC**, a Delaware limited liability company ("MRM Oklahoma"), **RUFFNER REALTY COMPANY**, a West Virginia corporation ("Ruffner"), and **THE SOUTH TEXAS SUPPLY COMPANY, INC.**, a Texas corporation ("South Texas") and, together with MRC, Greenbrier, McJunkin Nigeria, McJunkin Puerto Rico, McJunkin Development, McJunkin West Africa, Midway, Milton, Management, MRM Oklahoma and Ruffner, the "Initial U.S. Borrowers", and **MIDFIELD SUPPLY ULC**, an Alberta unlimited liability company (the "Initial Canadian Borrower") and together with the other Canadian Borrowers and the U.S. Borrowers, the "Borrowers" and each, a "Borrower"), the other U.S. Subsidiaries of the U.S. Borrowers from time to time party thereto as U.S. Facility Guarantors and Canadian Facility Guarantors, **BANK OF AMERICA, N.A.**, as collateral agent and administrative agent for itself and the Secured Parties ("Agent"), and the financial institutions from time to time party to the Loan Agreement ("Lenders"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement.

1. The undersigned, [_____] ¹⁰ of the [certifying Loan Party] (the "Certifying Loan Party") hereby certifies as follows:

(a) (i) The representations and warranties made by the Certifying Loan Party in each of the Loan Documents, in each case as they relate to the Certifying Loan Party on the Closing Date, are true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, in all respects) on and as of the date hereof (without duplication to any materiality qualification set forth therein) and (ii) no Default or Event of Default has occurred and is continuing as of the date hereof;

¹⁰ Certifying officer must be a Senior Officer.

(b) [Attached hereto are copies of all consents, licenses and approvals required or appropriate to be obtained from any Governmental Authority or other third-party in connection with the execution, delivery and performance by and the validity against the Certifying Loan Party of the Loan Documents to which it is a party, and such consents, licenses and approvals are in full force and effect.] [No consents, licenses and approvals are required or appropriate to be obtained from any Governmental Authority or other third-party in connection with the execution, delivery and performance by and the validity against the Certifying Loan Party of the Loan Documents to which it is a party]; [and]

(c) [] is the duly elected and qualified [President/Vice President/Secretary/Assistant Secretary] of the Certifying Loan Party and the signature set forth on the signature line for such officer below is such officer's true and genuine signature, and such officer is duly authorized to execute and deliver on behalf of the Certifying Loan Party each Loan Document to which it is a party and any certificate or other document to be delivered by the Certifying Loan Party pursuant to such Loan Documents;

(d) Based on my review of the Historical Financial Statements, the financial projections of the Borrowers and the other financial information provided by the Borrowers to Agent, including the Confidential Information Memorandum, I have concluded that after giving effect to the consummation of the transactions contemplated by the Loan Agreement, the Borrowers, taken as a whole, are Solvent;¹¹ and

(e) Upon giving effect to the initial funding of Loans and issuance of Letters of Credit, and the payment by the Borrowers of all fees and expenses incurred in connection therewith and due on the Closing Date, as well as the amount of any payables stretched beyond their customary payment practices, Excess Availability shall be at least \$300,000,000.¹²

2. The undersigned [President/Vice President/Secretary/Assistant Secretary] of the Certifying Loan Party hereby certifies as follows:

(a) There are no liquidation or dissolution proceedings pending or to my knowledge threatened against the Certifying Loan Party, nor to my knowledge has any other event occurred affecting or threatening the corporate existence of the Certifying Loan Party;

(b) The Certifying Loan Party is a [corporation] [insert applicable designation] duly organized, validly existing [and in good standing] under the laws of the [State of ()] [insert applicable jurisdiction];

(c) Attached hereto as **Exhibit A** is a complete and correct copy of the resolutions duly adopted by the [Board of Directors] [insert applicable corporate governing body] (or a duly authorized committee thereof) of the Certifying Loan Party on or before the date hereof approving and authorizing (i) the execution, delivery and performance of the Loan Documents (and any agreements relating thereto) to which it is a party and (ii) the extensions of credit contemplated by the Loan Agreement; such resolutions have not in any way been

¹¹ Clause 1(d) in MRC's Closing Certificate only.

¹² Clause 1(e) in MRC's Closing Certificate only.

amended, modified, revoked or rescinded and have been in full force and effect since their adoption to and including the date hereof and are now in full force and effect; and such resolutions are the only corporate proceedings of the Certifying Loan Party now in force relating to or affecting the matters referred to therein;

(d) Attached hereto as Exhibit B is a true and complete copy of [the certificate of incorporation] [insert applicable formation document] of the Certifying Loan Party certified by the [Secretary of State the State of (_____)] [insert applicable governmental authority] as of a recent date, as in effect at all times since the date shown on the attached [certificate of incorporation] [insert applicable formation document];

(e) Attached hereto as Exhibit C is a true and complete copy of the [by-laws] [insert applicable organizational document] of the Certifying Loan Party as in effect at all times since the adoption thereof to and including the date hereof;

(f) Attached hereto as Exhibit D is the [Good Standing Certificate] [insert similar instrument] of the Certifying Loan Party Company issued by the [Secretary of State of the State of (_____)] [insert applicable governmental authority]; and

(g) The following persons are now duly elected and qualified officers of the Certifying Loan Party holding the offices indicated next to their respective names below, and the signatures appearing opposite their respective names below are the true and genuine signatures of such officers, and each of such officers is duly authorized to execute and deliver on behalf of the Certifying Loan Party each Loan Document to which it is a party and any certificate or other document to be delivered by the Certifying Loan Party pursuant to such Loan Documents:

Name	Office	Signature

IN WITNESS WHEREOF, the undersigned have hereto set our names as of the date first written above.

Name:
Title:

Name:
Title:

EXHIBIT I
to
Loan, Security and Guarantee Agreement
FORM OF JOINDER AGREEMENT

This JOINDER AGREEMENT (this "Agreement") dated as of _____, 20__, is executed by the undersigned (the "New Loan Party") for the benefit of **BANK OF AMERICA, N.A.**, in its capacity as collateral agent and administrative agent for itself and the Secured Parties (as defined in the Loan Agreement described below) ("Agent"), and the financial institutions from time to time party to the Loan Agreement ("Lenders") under that certain Loan, Security and Guarantee Agreement dated as of June 14, 2011 (as the same may be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among **MCJUNKIN RED MAN CORPORATION**, a Delaware corporation ("MRC"), **GREENBRIER PETROLEUM CORPORATION**, a West Virginia corporation ("Greenbrier"), **MCJUNKIN NIGERIA LIMITED**, a Delaware corporation ("McJunkin Nigeria"), **MCJUNKIN — PUERTO RICO CORPORATION**, a Delaware corporation ("McJunkin Puerto Rico"), **MCJUNKIN RED MAN DEVELOPMENT CORPORATION**, a Delaware corporation ("McJunkin Development"), **MCJUNKIN — WEST AFRICA CORPORATION**, a Delaware corporation ("McJunkin West Africa"), **MIDWAY — TRISTATE CORPORATION**, a New York corporation ("Midway"), **MILTON OIL & GAS COMPANY**, a West Virginia corporation ("Milton"), **MRC MANAGEMENT COMPANY**, a Delaware corporation ("Management"), **MRM OKLAHOMA MANAGEMENT LLC**, a Delaware limited liability company ("MRM Oklahoma"), **RUFFNER REALTY COMPANY**, a West Virginia corporation ("Ruffner"), and **THE SOUTH TEXAS SUPPLY COMPANY, INC.**, a Texas corporation ("South Texas") and, together with MRC, Greenbrier, McJunkin Nigeria, McJunkin Puerto Rico, McJunkin Development, McJunkin West Africa, Midway, Milton, Management, MRM Oklahoma and Ruffner, the "Initial U.S. Borrowers"), and **MIDFIELD SUPPLY ULC**, an Alberta unlimited liability company (the "Initial Canadian Borrower") and together with the other Canadian Borrowers and the U.S. Borrowers, the "Borrowers" and each, a "Borrower"), the other U.S. Subsidiaries of the U.S. Borrowers from time to time party thereto as U.S. Facility Guarantors and Canadian Facility Guarantors, the Agent and the Lenders. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement.

The New Loan Party is a Subsidiary of a Borrower and is required or wishes to execute this Agreement pursuant to the Loan Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the New Loan Party hereby agrees as follows:

1. The New Loan Party assumes all the obligations of a ["U.S. Borrower" and "Canadian Facility Guarantor"] ["U.S. Facility Guarantor" and "Canadian Facility Guarantor"] ["Canadian Borrower"] under the Loan Agreement and agrees that it is a ["U.S. Borrower" and "Canadian Facility Guarantor"] ["U.S. Facility Guarantor" and "Canadian Facility Guarantor"] ["Canadian Borrower"] and bound as a ["U.S. Borrower" and "Canadian Facility Guarantor"] ["U.S. Facility Guarantor" and "Canadian Facility Guarantor"] ["Canadian Borrower"] under the

terms of the Loan Agreement as if it had been an original signatory thereto. In furtherance of the foregoing, the New Loan Party hereby assigns, pledges and grants to the Agent a security interest in all of its right, title and interest in and to the New Loan Party's Collateral [and Pledged Collateral]¹³ under the terms of the Loan Agreement.

2. Schedules [] of the Loan Agreement are hereby amended to add the information relating to the New Loan Party set out on Schedules [] hereof. The New Loan Party hereby confirms that the representations and warranties set forth in the Loan Agreement applicable to it and its Collateral are true and correct in all material respects as of the date hereof after giving effect to such amendment to the Schedules. The New Loan Party agrees that any phrase stating "as of the date hereof", or any similar phrase in its representations and warranties set forth in the Loan Agreement, shall mean "as of the date of this Joinder Agreement".

3. In furtherance of its obligations under the Loan Agreement, the New Loan Party authorizes the filing of such UCC financing statements naming it as debtor, the Agent as secured party and describing its Collateral and such other documentation as the Agent may require to evidence, protect and perfect the Liens created by the Loan Agreement as modified hereby.

4. This Agreement shall be deemed to be part of, and a modification to, the Loan Agreement and shall be governed by all the terms and provisions of the Loan Agreement, which terms are incorporated herein by reference, are ratified and confirmed and shall continue in full force and effect as valid and binding agreements of the New Loan Party enforceable against the New Loan Party. The New Loan Party hereby waives notice of the Agent's or any other Secured Party's acceptance of this Agreement.

IN WITNESS WHEREOF, the New Loan Party has executed this Agreement as of the day and year first written above.

"NEW LOAN PARTY":

[]

By: _____
Name:
Title:

¹³ Bracketed phrase to be included only if the New Loan Party is joining as a Canadian Borrower.

EXHIBIT J-1
to
Loan, Security and Guarantee Agreement

FORM OF NON-BANK CERTIFICATE FOR NON-PARTNERSHIP

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to that certain Loan, Security and Guarantee Agreement dated as of June 14, 2011 (as the same may be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among **MCJUNKIN RED MAN CORPORATION**, a Delaware corporation ("MRC"), **GREENBRIER PETROLEUM CORPORATION**, a West Virginia corporation ("Greenbrier"), **MCJUNKIN NIGERIA LIMITED**, a Delaware corporation ("McJunkin Nigeria"), **MCJUNKIN — PUERTO RICO CORPORATION**, a Delaware corporation ("McJunkin Puerto Rico"), **MCJUNKIN RED MAN DEVELOPMENT CORPORATION**, a Delaware corporation ("McJunkin Development"), **MCJUNKIN — WEST AFRICA CORPORATION**, a Delaware corporation ("McJunkin West Africa"), **MIDWAY — TRISTATE CORPORATION**, a New York corporation ("Midway"), **MILTON OIL & GAS COMPANY**, a West Virginia corporation ("Milton"), **MRC MANAGEMENT COMPANY**, a Delaware corporation ("Management"), **MRM OKLAHOMA MANAGEMENT LLC**, a Delaware limited liability company ("MRM Oklahoma"), **RUFFNER REALTY COMPANY**, a West Virginia corporation ("Ruffner"), and **THE SOUTH TEXAS SUPPLY COMPANY, INC.**, a Texas corporation ("South Texas") and, together with **MRC**, **Greenbrier**, **McJunkin Nigeria**, **McJunkin Puerto Rico**, **McJunkin Development**, **McJunkin West Africa**, **Midway**, **Milton**, **Management**, **MRM Oklahoma** and **Ruffner**, the "Initial U.S. Borrowers", and **MIDFIELD SUPPLY ULC**, an Alberta unlimited liability company (the "Initial Canadian Borrower") and together with the other Canadian Borrowers and the U.S. Borrowers, the "Borrowers" and each, a "Borrower", the other U.S. Subsidiaries of the U.S. Borrowers from time to time party thereto as U.S. Facility Guarantors and Canadian Facility Guarantors, **BANK OF AMERICA, N.A.**, as collateral agent and administrative agent for itself and the Secured Parties ("Agent"), and the financial institutions from time to time party to the Loan Agreement ("Lenders"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement.

Pursuant to the provisions of Section 5.9.2 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loans and other Obligations (as well as any Notes evidencing such Loans and other Obligations) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of any U.S. Borrower within the meaning of Section 871(h)(3)(B) of the Code, (iv) it is not a controlled foreign corporation related to any U.S. Borrower as described in Section 881(c)(3)(C) of the Code and (v) the interest payments on the Loans and other Obligations are not effectively connected with the undersigned's conduct of a U.S. trade or business.

The undersigned has furnished the Agent and the Loan Party Agent with a certificate of its non-United States status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the

undersigned shall promptly so inform the Agent and the Loan Party Agent, and (2) the undersigned shall have at all times furnished the Agent and the Loan Party Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[Signature Page Follows]

[NAME OF LENDER]

By: _____
Name:
Title:

Date: _____, 20[]

EXHIBIT J-2
to
Loan, Security and Guarantee Agreement

FORM OF NON-BANK CERTIFICATE FOR PARTNERSHIP

(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to that certain Loan, Security and Guarantee Agreement dated as of June 14, 2011 (as the same may be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among **MCJUNKIN RED MAN CORPORATION**, a Delaware corporation ("MRC"), **GREENBRIER PETROLEUM CORPORATION**, a West Virginia corporation ("Greenbrier"), **MCJUNKIN NIGERIA LIMITED**, a Delaware corporation ("McJunkin Nigeria"), **MCJUNKIN — PUERTO RICO CORPORATION**, a Delaware corporation ("McJunkin Puerto Rico"), **MCJUNKIN RED MAN DEVELOPMENT CORPORATION**, a Delaware corporation ("McJunkin Development"), **MCJUNKIN — WEST AFRICA CORPORATION**, a Delaware corporation ("McJunkin West Africa"), **MIDWAY — TRISTATE CORPORATION**, a New York corporation ("Midway"), **MILTON OIL & GAS COMPANY**, a West Virginia corporation ("Milton"), **MRC MANAGEMENT COMPANY**, a Delaware corporation ("Management"), **MRM OKLAHOMA MANAGEMENT LLC**, a Delaware limited liability company ("MRM Oklahoma"), **RUFFNER REALTY COMPANY**, a West Virginia corporation ("Ruffner"), and **THE SOUTH TEXAS SUPPLY COMPANY, INC.**, a Texas corporation ("South Texas") and, together with MRC, Greenbrier, McJunkin Nigeria, McJunkin Puerto Rico, McJunkin Development, McJunkin West Africa, Midway, Milton, Management, MRM Oklahoma and Ruffner, the "Initial U.S. Borrowers", and **MIDFIELD SUPPLY ULC**, an Alberta unlimited liability company (the "Initial Canadian Borrower") and together with the other Canadian Borrowers and the U.S. Borrowers, the "Borrowers" and each, a "Borrower", the other U.S. Subsidiaries of the U.S. Borrowers from time to time party thereto as U.S. Facility Guarantors and Canadian Facility Guarantors, **BANK OF AMERICA, N.A.**, as collateral agent and administrative agent for itself and the Secured Parties ("Agent"), and the financial institutions from time to time party to the Loan Agreement ("Lenders"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement.

Pursuant to the provisions of Section 5.9.2 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loans and other Obligations (as well as any Notes evidencing such Loans and other Obligations) in respect of which it is providing this certificate, (ii) its partners/members are the sole beneficial owners of such Loans and other Obligations (as well as any Notes evidencing such Loans and Other Obligations), (iii) with respect to the extension of credit pursuant to this Loan Agreement or any other Loan Document, neither the undersigned nor any of its partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its partners/members is a ten percent shareholder of any U.S. Borrower within the meaning of Section 871(h)(3)(B) of the Code, (v) none of its partners/members is a controlled foreign corporation related to any U.S. Borrower as described in Section 881(c)(3)(C) of the Code and (vi) the interest payments on the Loans and other

Obligations are not effectively connected with the undersigned's or its partners/members' conduct of a U.S. trade or business.

The undersigned has furnished the Agent and the Loan Party Agent with IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of its partners/members claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Agent and the Loan Party Agent, and (2) the undersigned shall have at all times furnished the Agent and the Loan Party Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[Signature Page Follows]

[NAME OF LENDER]

By: _____
Name:
Title:

Date: _____, 20[]

SCHEDULES

Schedule 1.1(a)	Consolidated Interest Expense
Schedule 1.1(b)	Existing Letters of Credit
Schedule 2.1.1(a)	U.S. Revolver Commitment
Schedule 2.1.1(b)	Canadian Revolver Commitment
Schedule 7.3	Pledged Stock/Pledged Debt Securities
Schedule 8.3	Deposit Accounts
Schedule 8.4.1	Location of Collateral
Schedule 9.1.12	Subsidiaries/Excluded Subsidiaries
Schedule 10.1.11	Permitted Transactions with Affiliates
Schedule 10.1.16(c)	Post-Closing Actions
Schedule 10.2.1	Existing Indebtedness
Schedule 10.2.2	Existing Liens
Schedule 10.2.4	Non-Core Assets
Schedule 10.2.5	Existing Investments
Schedule 10.2.10	Permitted Burdensome Agreements
Schedule 13.3.3	Permitted Assignees

Schedule 1.1(a)
Consolidated Interest Expense

Month	Consolidated Proforma Interest (in \$000s)
May 2010	\$ 11,113
June 2010	\$ 10,902
July 2010	\$ 11,377
August 2010	\$ 11,410
September 2010	\$ 11,103
October 2010	\$ 11,379
November 2010	\$ 11,183
December 2010	\$ 11,411
January 2011	\$ 11,189
February 2011	\$ 10,223
March 2011	\$ 11,242
April 2011	\$ 10,902
TTM	<u>\$ 133,434</u>

Schedule 1.1(b)
Existing Letters of Credit

<u>Beneficiary</u>	<u>Expiration Date</u>	<u>Available Amount</u>	<u>Issuing Bank</u>
The Travelers Indemnity Company	May 1, 2012	\$ 4,284,000.00	JPMorgan Chase Bank, N.A.
Insurance Commissioner of West Virginia	January 31, 2012	\$ 250,000.00	JPMorgan Chase Bank, N.A.
Sentry Insurance a Mutual Company	November 1, 2011	\$ 75,000.00	JPMorgan Chase Bank, N.A.
West Virginia Employers' Mutual Insurance Company d/b/a Brickstreet Insurance	November 1, 2011	\$ 200,000.00	JPMorgan Chase Bank, N.A.

Schedule 2.1.1(a).
U.S. Revolver Commitments

<u>U.S. Lender</u>	<u>U.S. Revolver Commitment</u>
Bank of America, N.A.	\$169,325,330.13
Wells Fargo Bank, National Association	\$125,426,170.47
Barclays Bank PLC	\$ 78,391,356.54
Goldman Sachs Lending Partners LLC	\$ 42,857,142.86
U.S. Bank National Association	\$ 42,857,142.86
SunTrust Bank	\$ 45,000,000.00
TD Bank, N.A.	\$ 38,571,428.57
The CIT Group/Business Credit, Inc. and CIT Financial Ltd.	\$ 38,571,428.57
PNC Bank, N.A.	\$ 38,571,428.57
RBS Citizens Business Capital (a division of RBS Asset Finance, Inc., a subsidiary of RBS Citizens, N.c1A.)	\$ 45,000,000.00
Union Bank, N.A.	\$ 38,571,428.57
JPMorgan Chase Bank, N.A.	\$ 23,571,428.57
The Huntington National Bank	\$ 25,000,000.00
City National Bank	\$ 19,285,714.29
Flagstar Bank, FSB	\$ 22,500,000.00
Raymond James Bank, FSB	\$ 22,500,000.00
United Bank	\$ 22,500,000.00
City National Bank of West Virginia	\$ 17,500,000.00
Capital One Leveraged Finance Corp.	\$ 14,000,000.00
Citizens Bank	\$ 12,500,000.00
Webster Business Credit	\$ 10,000,000.00
Bank of Oklahoma	\$ 7,500,000.00
Total:	\$900,000,000.00

Schedule 2.1.1(b).
Canadian Revolver Commitment

<u>Canadian Lender</u>	<u>Canadian Revolver Commitment</u>
Bank of America, N.A. (acting through its Canada branch)	Cdn \$46,674,669.87
Wells Fargo Capital Finance Corporation Canada	Cdn \$34,573,829.53
Barclays Bank PLC	Cdn \$21,608,643.46
Goldman Sachs Lending Partners LLC	Cdn \$7,142,857.14
U.S. Bank National Association	Cdn \$7,142,857.14
TD Bank, N.A.	Cdn \$6,428,571.43
The CIT Group/Business Credit, Inc. and CIT Financial Ltd.	Cdn \$6,428,571.43
PNC Bank, N.A.	Cdn \$6,428,571.43
Union Bank, Canada branch	Cdn \$6,428,571.43
JPMorgan Chase Bank, N.A.	Cdn \$3,928,571.43
City National Bank	Cdn \$3,214,285.71
Total:	Cdn \$150,000,000.00

Schedule 7.3

Pledged Stock/Pledged Debt Securities

(a) Stock

<u>Issuer</u>	<u>Certificate Nos.</u>	<u>No. of Shares of Interests Outstanding</u>	<u>Percentage Ownership</u>
Mega Production Testing Inc.	4,5	100	100%
Hagan Oilfield Supply Ltd.	A8	100	100%

(b) Debt

<u>Lender</u>	<u>Borrower</u>	<u>Currency</u>	<u>Amount</u>	<u>Issue Date</u>	<u>Maturity</u>
Midfield Supply ULC	Mega Production Testing Inc.	CAD	2,520,710.62	June 2005	No Maturity

Schedule 8.3
Deposit Accounts

Holder	Institution	Account Number	Description
McJunkin Red Man Corporation	Bank of America, N.A.	3752205969	Operating Account
McJunkin Red Man Corporation	Bank of America, N.A.	3752205383	Depository Account
McJunkin Red Man Corporation	BB&T Corporation	5270852310	MRM POD Account
McJunkin Red Man Corporation	JP Morgan Chase Bank, N.A.	631882040	Receivables Account
McJunkin Red Man Corporation	JP Morgan Chase Bank, N.A.	999500028	Main Account
McJunkin Red Man Corporation	JP Morgan Chase Bank, N.A.	713421006	Flex Spending Account
McJunkin Red Man Corporation	JP Morgan Chase Bank, N.A.	625687249	Tax Account
McJunkin Red Man Corporation	JP Morgan Chase Bank, N.A.	660063751	Petty Cash Account
McJunkin Red Man Corporation	JP Morgan Chase Bank, N.A.	720039205	Expense Reimbursement Account
McJunkin Red Man Corporation	JP Morgan Chase Bank, N.A.	40801801	MRM UK Euro Account
McJunkin Red Man Corporation	PNC Bank, National Association	0001160241	MRM Lockbox Account
McJunkin Red Man Corporation	PNC Bank, National Association	1017296201	MRM Concentration Account
McJunkin Red Man Corporation	PNC Bank, National Association	1131299959	Disbursement Funding Account
McJunkin Red Man Corporation	PNC Bank, National Association	4239703662	Payroll Account

Holder	Institution	Account Number	Description
McJunkin Red Man Corporation	PNC Bank, National Association	4239703638	Wire and Check Payment Account
McJunkin Red Man Corporation	PNC Bank, National Association	4239736421	Wire and Check Payment Account
McJunkin Red Man Corporation	PNC Bank, National Association	4239736448	Payroll Account
McJunkin Nigeria Limited	PNC Bank, National Association	1013637515	Depository Account
Midfield Supply ULC	Bank of America (Canada)	73-105304-386-2200	AR Cash Receipts Lock Box Account
Midfield Supply ULC	Bank of America (Canada)	73-105308-386-2234	Customer Payments Lock Box Account
Midfield Supply ULC	Bank of America (Canada)	73-105308-386-2218	Customer Payments Lock Box Account
Midfield Supply ULC	Alberta Treasury Branches	1090003	No account activity
Midfield Supply ULC	Alberta Treasury Branches	1281488	No account activity expected after payoff of Alberta Treasury Branches credit facility

Schedule 8.4.1
Location of Collateral

See Annex 1.

Schedule 9.1.12
Subsidiaries/Excluded Subsidiaries

(a) Subsidiaries:

<u>Name</u>	<u>Owner</u>	<u>Percentage Ownership</u>	<u>Type</u>	<u>Material Subsidiary (Y/N)</u>
McJunkin Red Man Canada Ltd.	McJunkin Red Man Corporation	100%	Corporation	Y
Midfield Supply ULC	McJunkin Red Man Canada Ltd.	49%	Unlimited Liability Corporation	Y
	Midfield Holdings (Alberta) Ltd.	51%		
Midfield Holdings (Alberta) Ltd.	McJunkin Red Man Canada Ltd.	100%	Corporation	N
McJunkin Red Man Development Corporation	McJunkin Red Man Corporation	100%	Corporation	N
McJunkin Red Man UK Ltd	McJunkin Red Man Corporation	100%	Corporation	Y
McJunkin Red Man International Corp.	McJunkin Red Man Corporation	100%	Corporation	N
McJunkin Red Man Asia Pacific Limited	McJunkin Red Man International Corp.	100%	Corporation	N
McJunkin Red Man International Services Corp.	McJunkin Red Man International Corp.	100%	Corporation	N
McJunkin Red Man de Mexico S. de R.L. de C.V.	McJunkin Red Man International Corp.	99.9%	Corporation	N
	McJunkin Red Man International Services Corp.	0.1%		
McJunkin Red Man Servicios S. de R.L. de C.V.	McJunkin Red Man International Corp.	99.9%	Corporation	N
	McJunkin Red Man International Services Corp.	0.1%		
The South Texas Supply Company, Inc.	McJunkin Red Man Corporation	100%	Corporation	N

<u>Name</u>	<u>Owner</u>	<u>Percentage Ownership</u>	<u>Type</u>	<u>Material Subsidiary (Y/N)</u>
MRC Management Company	McJunkin Red Man Corporation	100%	Corporation	N
Milton Oil & Gas Company	McJunkin Red Man Corporation	100%	Corporation	N
Greenbrier Petroleum Corporation	Milton Oil & Gas Company	100%	Corporation	N
Ruffner Realty Company	McJunkin Red Man Corporation	100%	Corporation	N
MRC Transmark Group B.V.	McJunkin Red Man UK Ltd	100%	Corporation	Y
MRC Transmark Holdings UK Ltd.	MRC Transmark Group B.V.	100%	Corporation	N
MRC Transmark International B.V.	MRC Transmark Group B.V.	100%	Corporation	N
MRC Transmark B.V.	MRC Transmark Group B.V.	100%	Corporation	N
MRC Transmark NV	MRC Transmark Group B.V.	99.9%	Corporation	N
	MRC Transmark B.V.	0.1%		
MRC Transmark Kazakhstan	MRC Transmark B.V.	90%	Corporation	N
MRC Transmark Pty Ltd	MRC Transmark Holdings UK Ltd.	100%	Corporation	N
MRC Transmark Limited (New Zealand)	MRC Transmark Holdings UK Ltd.	100%	Corporation	N
MRC Transmark Limited (UK)	MRC Transmark Holdings UK Ltd.	100%	Corporation	N
MRC Transmark Italy srl	MRC Transmark Holdings UK Ltd.	100%	Corporation	N
MRC Transmark (Dragon) Limited	MRC Transmark Limited (UK)	100%	Corporation	N

<u>Name</u>	<u>Owner</u>	<u>Percentage Ownership</u>	<u>Type</u>	<u>Material Subsidiary (Y/N)</u>
MRC Transmark Pte Ltd	MRC Transmark Group B.V.	100%	Corporation	N
MRC Transmark France EURL	MRC Transmark Group B.V.	100%	Corporation	N
Pegler Hattersley Holdings Pty. Ltd	MRC Transmark Pty Ltd	100%	Corporation	N
Pegler Beacon Australia Pty Ltd	Pegler Hattersley Holdings Pty. Ltd	100%	Corporation	N
Heaton Valves Limited	MRC Transmark Limited	100%	Corporation	N
Transmark International Limited	MRC Transmark Limited	100%	Corporation	N
Transmark Fortim Engineering Pte. Ltd.	MRC Transmark Group B.V.	100%	Corporation	N
McJunkin de Angola, LDA	McJunkin Red Man Development Corporation	51%	Corporation	N
	McJunkin-West Africa Corporation	49%		
McJunkin-West Africa Corporation	McJunkin Red Man Corporation	100%	Corporation	N
MRM Oklahoma Management LLC	MRC Management Company	100%	Limited Liability Company	N
McJunkin-Puerto Rico Corporation	McJunkin Red Man Corporation	100%	Corporation	N
McJunkin Venezuela NIT	McJunkin Red Man Corporation	100%	Corporation	N
Midway-Tristate Corporation	McJunkin Red Man Corporation	100%	Corporation	N
Red Man Pipe & Supply International Limited	McJunkin Red Man Corporation	100%	Corporation	N

<u>Name</u>	<u>Owner</u>	<u>Percentage Ownership</u>	<u>Type</u>	<u>Material Subsidiary (Y/N)</u>
McJunkin Nigeria Limited (DE)	McJunkin Red Man Corporation	100%	Corporation	N
McJunkin Nigeria Limited (Nigeria)	McJunkin Red Man Corporation	100%	Corporation	N
Mega Production Testing Inc.	Midfield Supply ULC	100%	Corporation	N
Hagan Oilfield Supply Ltd.	Midfield Supply ULC	100%	Corporation	N
Red Man Distributors LLC	McJunkin Red Man Corporation	100%	Limited Liability Company	N

(b) Excluded Subsidiaries:

Red Man Distributors LLC, an Oklahoma limited liability company

Schedule 10.1.11
Permitted Transactions with Affiliates

None specified.

Schedule 10.1.16(c).
Post-Closing Actions

<u>Action</u>	<u>Date</u>
Deposit Account Control Agreement in respect of JPMorgan Chase Bank, N.A. account number 631882040	30 Business Days
Establish new Dominion Account(s) subject to Deposit Account Control Agreement(s) and direct applicable customers to deliver remittances to such new Dominion Account(s) in replacement of PNC Bank account numbers 0001160241 and 1013637515; or enter into a revised Deposit Account Control Agreement with PNC Bank with respect to such accounts that is acceptable to Agent in its sole discretion	90 days

Schedule 10.2.1
Existing Indebtedness

Capital Leases

<u>Warehouse</u>	<u>State</u>	<u>County</u>	<u>Lessor</u>	<u>Amount</u>	<u>Expiration</u>
Branch 023 - St. Louis	MO	Independent City	Hansford Associates, LP	\$ 164,325	09/30/14
Branch 026 - Augusta	GA	Richmond	Hansford Associates, LP	\$ 203,688	12/31/14
Branch 040 - Cleveland	OH	Cuyahoga	Hansford Associates, LP	\$ 525,879	10/31/20
Branch 097 - Texas City	TX	Galveston	Hansford Associates, LP	\$ 190,479	12/31/22
Branch 021 - Calvert City	KY	Marshall	Hansford Associates, LP	\$ 275,363	10/31/16
Branch 030 - Charleston	SC	Charleston	Hansford Associates, LP	\$ 103,856	12/31/13
Branch 110 - Rock Springs	WY	Sweetwater	Hansford Associates, LP	\$ 147,485	03/31/22
Branch 112 - Bakersfield	CA	Kern	Hansford Associates, LP	\$ 1,075,676	03/31/22
Branch 076 - Little Rock	AR	Pulaski	Hansford Associates, LP	\$ 191,407	12/31/16

Schedule 10.2.2
Existing Liens

None specified.

Schedule 10.2.4
Non-Core Assets

Hansford Street property and building (1400, 1401 and 1403 Hansford Street, Charleston, WV 25301)

Schedule 10.2.5
Existing Investments

\$142,777 Investment in Modern Sales Cooperative

\$54,588 Investment in club memberships and long-term sporting event seating licenses

Schedule 10.2.10
Permitted Burdensome Agreements

None specified.

Schedule 13.3.3
Permitted Assignees

Any transaction where Goldman Sachs Lending Partners LLC, Goldman Sachs Credit Partners L.P. or any of their respective successors becomes a Lender hereunder.

Annex 1: Location of Collateral

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
1ST CHOICE-KALKASKA, MI	1256 Thomas Road	Kalkaska	MI	49646	THIRD PARTY — PBB	\$ 372,860.46	Third Party Yard — BR 218			McJunkin Red Man Corporation
A & A COATERS-LONE STAR, TX	3679 FM 250	Lone Star	TX	75668	THIRD PARTY — LINE PIPE	\$3,513,722.59	Third Party Yard			McJunkin Red Man Corporation
ABRASIVE BLASTING AND COATING-VALLEJO, CA	1260 Railroad Avenue	Vallejo	CA	94592	THIRD PARTY — PBB	\$ 107,940.09	Third Party Yard — BR 160			McJunkin Red Man Corporation
AERA ENERGY BELRIDGE YARD-MCKITTRICK, CA	20372 7th Standard Road	McKittrick	CA	93251	CUSTOMER BAILMENT	\$ 12,756.64				McJunkin Red Man Corporation
AERA ENERGY LLC-HUNTINGTON BEACH, CA	20101 Golden West Street	Huntington Beach	CA	92648	CUSTOMER BAILMENT	\$ 1,089.39				McJunkin Red Man Corporation
AERA ENERGY LLC-MCKITTRICK, CA	19590 7th Standard Road	McKittrick	CA	93251	CUSTOMER BAILMENT	\$ 25,349.92				McJunkin Red Man Corporation
AERA ENERGY LLC-VENTURA, CA	1800 School Canyon Road	Ventura	CA	93001	CUSTOMER BAILMENT	\$ 221.39	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY LLC-VENTURA, CA	1800 School Canyon Road	Ventura	CA	93001	CUSTOMER BAILMENT	\$ 642.77	Inventory Only			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
AERA ENERGY-COALINGA, CA	9 Miles NE of Coalinga	Coalinga	CA	93210	CUSTOMER BAILMENT	\$2,265.31	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-FELLOWS, CA	25401 Highway 33	Fellows	CA	93324	CUSTOMER BAILMENT	\$1,970.83	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-FELLOWS, CA	25401 Highway 33	Fellows	CA	93324	CUSTOMER BAILMENT	\$8,314.69	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-HUNTINGTON BEACH, CA	20101 Golden West Street	Huntington Beach	CA	92648	CUSTOMER BAILMENT	\$ 202.46	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-HUNTINGTON BEACH, CA	20101 Golden West Street	Huntington Beach	CA	92648	CUSTOMER BAILMENT	\$ 892.87	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-HUNTINGTON BEACH, CA	20101 Golden West Street	Huntington Beach	CA	92648	CUSTOMER BAILMENT	\$2,293.21	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-HUNTINGTON BEACH, CA	20101 Golden West Street	Huntington Beach	CA	92648	CUSTOMER BAILMENT	\$2,597.97	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-HUNTINGTON BEACH, CA	20101 Golden West Street	Huntington Beach	CA	92648	CUSTOMER BAILMENT	\$4,336.29	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-MARICOPA, CA	29235 Highway 33	Maricopa	CA	93252	TRUCK STOCK	\$ 902.09	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-MARICOPA, CA	29235 Highway 33	Maricopa	CA	93252	TRUCK STOCK	\$ 911.98	Inventory Only			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
AERA ENERGY-MARICOPA, CA	29235 Highway 33	Maricopa	CA	93252	CUSTOMER BAILMENT	\$1,565.64	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-MARICOPA, CA	29235 Highway 33	Maricopa	CA	93252	CUSTOMER BAILMENT	\$1,651.44	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-MARICOPA, CA	29235 Highway 33	Maricopa	CA	93252	TRUCK STOCK	\$3,746.92	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-MARICOPA, CA	29235 Highway 33	Maricopa	CA	93252	TRUCK STOCK	\$5,104.19	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-MARICOPA, CA	29235 Highway 33	Maricopa	CA	93252	TRUCK STOCK	\$6,776.33	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-MARICOPA, CA	29235 Highway 33	Maricopa	CA	93252	CUSTOMER BAILMENT	\$8,443.43	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-MCKITTRICK, CA	19590 7th Standard Road	McKittrick	CA	93251	TRUCK STOCK	\$ 27.30	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-MCKITTRICK, CA	19590 7th Standard Road	McKittrick	CA	93251	TRUCK STOCK	\$ 119.03	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-MCKITTRICK, CA	19590 7th Standard Road	McKittrick	CA	93251	TRUCK STOCK	\$ 170.24	Inventory Only			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
AERA ENERGY-MCKITTRICK, CA	19590 7th Standard Road	McKittrick	CA	93251	TRUCK STOCK	\$ 240.73	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-MCKITTRICK, CA	19590 7th Standard Road	McKittrick	CA	93251	TRUCK STOCK	\$ 430.48	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-MCKITTRICK, CA	19590 7th Standard Road	McKittrick	CA	93251	TRUCK STOCK	\$ 468.19	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-MCKITTRICK, CA	19590 7th Standard Road	McKittrick	CA	93251	TRUCK STOCK	\$ 506.01	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-MCKITTRICK, CA	19590 7th Standard Road	McKittrick	CA	93251	TRUCK STOCK	\$ 616.07	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-MCKITTRICK, CA	19590 7th Standard Road	McKittrick	CA	93251	TRUCK STOCK	\$ 858.88	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-MCKITTRICK, CA	19590 7th Standard Road	McKittrick	CA	93251	TRUCK STOCK	\$1,251.43	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-MCKITTRICK, CA	19590 7th Standard Road	McKittrick	CA	93251	TRUCK STOCK	\$1,619.62	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-MCKITTRICK, CA	19590 7th Standard Road	McKittrick	CA	93251	CUSTOMER BAILMENT	\$2,148.29	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-MCKITTRICK, CA	19590 7th Standard Road	McKittrick	CA	93251	CUSTOMER BAILMENT	\$2,348.49	Inventory Only			McJunkin Red Man Corporation

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>RB Type</u>	<u>Inventory Value</u>	<u>Type</u>	<u>Leased/Owned</u>	<u>Rent Expense (monthly)</u>	<u>Perfection Entity</u>
AERA ENERGY-MCKITTRICK, CA	19590 7th Standard Road	McKittrick	CA	93251	TRUCK STOCK	\$ 2,728.55	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-MCKITTRICK, CA	19590 7th Standard Road	McKittrick	CA	93251	TRUCK STOCK	\$ 3,464.19	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-MCKITTRICK, CA	19590 7th Standard Road	McKittrick	CA	93251	CUSTOMER BAILMENT	\$ 3,507.38	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-MCKITTRICK, CA	19590 7th Standard Road	McKittrick	CA	93251	TRUCK STOCK	\$ 4,202.40	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-MCKITTRICK, CA	19590 7th Standard Road	McKittrick	CA	93251	TRUCK STOCK	\$ 4,934.94	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-MCKITTRICK, CA	19590 7th Standard Road	McKittrick	CA	93251	CUSTOMER BAILMENT	\$61,631.12	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-SAN ARDO, CA	288 Sargent Canyon Road	San Ardo	CA	93450	CUSTOMER BAILMENT	\$ 474.17	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-SAN ARDO, CA	288 Sargent Canyon Road	San Ardo	CA	93450	CUSTOMER BAILMENT	\$ 1,006.93	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-VENTURA, CA	1800 School Canyon Road	Ventura	CA	93001	CUSTOMER BAILMENT	\$ 559.10	Inventory Only			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
AERA ENERGY-VENTURA, CA	1800 School Canyon Road	Ventura	CA	93001	CUSTOMER BAILMENT	\$ 582.18	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-VENTURA, CA	1800 School Canyon Road	Ventura	CA	93001	CUSTOMER BAILMENT	\$ 1,359.99	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-VENTURA, CA	1800 School Canyon Road	Ventura	CA	93001	CUSTOMER BAILMENT	\$ 2,073.06	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-VENTURA, CA	1800 School Canyon Road	Ventura	CA	93001	CUSTOMER BAILMENT	\$ 2,639.42	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-VENTURA, CA	3382 North Venture Avenue	Ventura	CA	93001	CUSTOMER BAILMENT	\$ 4,206.44	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-VENTURA, CA	1800 School Canyon Road	Ventura	CA	93001	CUSTOMER BAILMENT	\$ 4,897.59	Inventory Only			McJunkin Red Man Corporation
AERA ENERGY-VENTURA, CA	1800 School Canyon Road	Ventura	CA	93001	CUSTOMER BAILMENT	\$19,087.07	Inventory Only			McJunkin Red Man Corporation
AERA-FELLOWS, CA	26407 Highway 33	Fellows	CA	93324	CUSTOMER BAILMENT	\$80,113.39	Inventory Only			McJunkin Red Man Corporation
AERA-MCKITTRICK, CA	20372 Seventh Standard Road	McKittrick	CA	93251	CUSTOMER BAILMENT	\$24,830.80	Inventory Only			McJunkin Red Man Corporation
AFTON CHEMICAL-SAUGET, IL	502 Monsanto Avenue	Sauget	IL	62201	CUSTOMER BAILMENT	\$35,683.53	Inventory Only			McJunkin Red Man Corporation

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>RE Type</u>	<u>Inventory Value</u>	<u>Type</u>	<u>Leased/Owned</u>	<u>Rent Expense (monthly)</u>	<u>Perfection Entity</u>
AGAVE ENERGY-ARTESIA, NM	288 Kincaid Road	Artesia	NM	88210	CUSTOMER BAILMENT	\$ 5,541.95	Inventory Only			McJunkin Red Man Corporation
AGAVE PETROLEUM-ROSWELL, NM	6263 N Main Street	Roswell	NM	88201	CUSTOMER BAILMENT	\$ 757.83	Inventory Only			McJunkin Red Man Corporation
AKER KVAERNER SONGER-MUNSTER, IN	101 W. 45th Street	Munster	IN	46321	INTERNAL — BR 032	\$ 37,080.05	Inventory Only — BR 032			McJunkin Red Man Corporation
AKZO NOBEL-COLUMBUS, MS	4374 Nashville Ferry Rd E	Columbus	MS	39702	CUSTOMER BAILMENT	\$ 35,199.87	Inventory Only			McJunkin Red Man Corporation
ALBEMARLE-MAGNOLIA, AR	2270 Highway 79 South	Magnolia	AR	71753	CUSTOMER BAILMENT	\$373,906.76	Inventory Only			McJunkin Red Man Corporation
ALBEMARLE-ORANGEBURG, SC	Cannon Road	Orangeburg	SC	29115	CUSTOMER BAILMENT	\$161,967.95	Inventory Only			McJunkin Red Man Corporation
ALBEMARLE-PASADENA, TX	1000 North South Street	Pasadena	TX	77503	CUSTOMER BAILMENT	\$ 873.08	Inventory Only			McJunkin Red Man Corporation
ALBEMARLE-PASADENA, TX	1000 North South Street	Pasadena	TX	77503	CUSTOMER BAILMENT	\$ 2,553.85	Inventory Only			McJunkin Red Man Corporation
ALBEMARLE-PASADENA, TX	1000 North South Street	Pasadena	TX	77503	CUSTOMER BAILMENT	\$ 2,655.25	Inventory Only			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
ALBEMARLE-PASADENA, TX	1000 North South Street	Pasadena	TX	77503	CUSTOMER BAILMENT	\$ 3,382.72	Inventory Only			McJunkin Red Man Corporation
ALBEMARLE-PASADENA, TX	13000 Bay Park Road	Pasadena	TX	77507	CUSTOMER BAILMENT	\$ 18,356.89	Inventory Only			McJunkin Red Man Corporation
ALBUQUERQUE, NM	514 Carmony Road NE	Albuquerque	NM	87107		\$686,484.83	Service Branch			McJunkin Red Man Corporation
ALLTRANS PORT SERVICE-HOUSTON, TX	9640 Clinton Drive	Houston	TX	77029	THIRD PARTY — OCTG	\$ 23,193.76	Third Party Yard			McJunkin Red Man Corporation
ALLTRANS PORT SERVICES-HOUSTON, TX	9640 Clinton Drive	Houston	TX	77029	THIRD PARTY — OCTG	\$ 785.73	Third Party Yard			McJunkin Red Man Corporation
ALON-BIG SPRINGS, TX	I-20 East At Refinery Road	Big Springs	TX	79720	CUSTOMER BAILMENT	\$ 75,048.95	Inventory Only			McJunkin Red Man Corporation
AMKO SERVICE CO-STOW, OH	4704 Hudson Drive	Stow	OH	44224	INTERNAL — BR 040	\$243,489.66	Inventory Only — BR 040			McJunkin Red Man Corporation
AMOCO WHITING REFINERY-WHITING, IN	2815 Indianapolis Blvd	Whiting	IN	46394	CUSTOMER BAILMENT	\$ 1,208.52	Inventory Only			McJunkin Red Man Corporation
AMOCO WHITING REFINERY-WHITING, IN	2815 Indianapolis Blvd	Whiting	IN	46394	CUSTOMER BAILMENT	\$ 2,402.12	Inventory Only			McJunkin Red Man Corporation
AMOCO WHITING REFINERY-WHITING, IN	2815 Indianapolis Blvd	Whiting	IN	46394	CUSTOMER BAILMENT	\$ 4,337.85	Inventory Only			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
AMOCO WHITING REFINERY-WHITING, IN	2815 Indianapolis Blvd	Whiting	IN	46394	CUSTOMER BAILMENT	\$ 7,126.84	Inventory Only			McJunkin Red Man Corporation
AMOCO WHITING REFINERY-WHITING, IN	2815 Indianapolis Blvd	Whiting	IN	46394	CUSTOMER BAILMENT	\$ 9,375.10	Inventory Only			McJunkin Red Man Corporation
AMOCO-ALVIN, TX	FM 2004 South	Alvin	TX	77511	CUSTOMER BAILMENT	\$ 2,521.38	Inventory Only			McJunkin Red Man Corporation
ANADARKO E & P CO-BAGGS, WY	22 Miles N of Baggs WY	Baggs	WY	82321	CUSTOMER BAILMENT	\$ 6,593.35	Inventory Only			McJunkin Red Man Corporation
ANADARKO E & P CO-ROCK SPRINGS, WY	2 Miles Patrick Draw Road	Rock Springs	WY	82901	CUSTOMER BAILMENT	\$ 29,068.74	Inventory Only			McJunkin Red Man Corporation
ANADARKO PETROLEUM-ELKHART, KS	1105 Sherman Avenue	Elkhart	KS	67950	CUSTOMER BAILMENT	\$ 2,297.30	Inventory Only			McJunkin Red Man Corporation
ANADARKO-VERNAL, UT	65 Miles South of Vernal	Vernal	UT	84078	CUSTOMER BAILMENT	\$ 86,688.77	Inventory Only			McJunkin Red Man Corporation
ANADARKO-VERNAL, UT	50 Miles S of Vernal	Vernal	UT	84078	CUSTOMER BAILMENT	\$917,275.13	Inventory Only			McJunkin Red Man Corporation
ANCHORAGE, AK	2320 Post Road	Anchorage	AK	99501		\$744,497.06	Service Branch			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
ANDREWS, TX	1200 South Main	Andrews	TX	79714		\$ 468,713.78	Service Branch			McJunkin Red Man Corporation
ARCADIA, LA	730 First St. Hwy. 81	Arcadia	LA	71001		\$ 479,242.04	Service Branch			McJunkin Red Man Corporation
ARCTIC PIPE INSPECTION INC-HOUSTON, TX	9500 Sheldon Road	Houston	TX	77049	THIRD PARTY — OCTG	\$4,735,854.54	Third Party Yard			McJunkin Red Man Corporation
ARCTIC-HOUSTON, TX	9500 Sheldon Road	Houston	TX	77049	THIRD PARTY — OCTG	\$1,092,177.22	Third Party Yard			McJunkin Red Man Corporation
ARDMORE, OK	621 1/2 Interstate Drive	Ardmore	OK	73401		\$ 879,233.06	Service Branch			McJunkin Red Man Corporation
ARKEMA-AXIS, AL	13755 Highway 43 North	Axis	AL	36505	CUSTOMER BAILMENT	\$ 5,603.63	Inventory Only			McJunkin Red Man Corporation
ARMOR-COTE-ROBSTOWN, TX	Highway 77 S FM Rd 2826	Robstown	TX	78380	THIRD PARTY — LINE PIPE	\$ 35,933.98	Third Party Yard			McJunkin Red Man Corporation
ARROW WHSE-HOUSTON, TX	10600 Beaumont Highway	Houston	TX	77013	THIRD PARTY — OCTG	\$ 49,358.93	Third Party Yard			McJunkin Red Man Corporation
ARTESIA, NM	200 East Main	Artesia	NM	88210		\$ 953,058.31	Service Branch			McJunkin Red Man Corporation
ASHLAND WAREHOUSE-ASHLAND, KY	12005 Virginia Blvd	Ashland	KY	41102		\$ 430,440.11	Inventory Only	Leased		McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
ATLANTA GAS LIGHT-ATHENS, GA	170 Paradise Blvd	Athens	GA	30607	CUSTOMER BAILMENT	\$ 3,057.09	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-ATHENS, GA	170 Paradise Blvd	Athens	GA	30607	CUSTOMER BAILMENT	\$ 9,014.22	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-ATLANTA, GA	660 Ralph McGill Blvd	Atlanta	GA	30308	CUSTOMER BAILMENT	\$14,537.71	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-ATLANTA, GA	5105 Tulane Drive SW	Atlanta	GA	30336	CUSTOMER BAILMENT	\$17,125.60	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-ATLANTA, GA	660 Ralph McGill Blvd	Atlanta	GA	30308	CUSTOMER BAILMENT	\$81,177.05	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-AUGUSTA, GA	1840 Wylde Road	Augusta	GA	30909	CUSTOMER BAILMENT	\$ 7,777.78	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-BALL GROUND, GA	357 Wilbanks Drive	Ball Ground	GA	30107	CUSTOMER BAILMENT	\$ 1,987.00	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-BLYTHEVILLE, AR	5056 N County Rd 967	Blytheville	AR	72315	THIRD PARTY — PBB	\$19,114.78	Third Party Yard — BR 009			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-BRUNSWICK, GA	133 Owens Lane	Brunswick	GA	31525	CUSTOMER BAILMENT	\$ 1,571.11	Inventory Only			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
ATLANTA GAS LIGHT-BRUNSWICK, GA	133 Owens Lane	Brunswick	GA	31525	CUSTOMER BAILMENT	\$ 8,468.53	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-CARROLLTON, GA	Old Bremen Road	Carrollton	GA	30117	CUSTOMER BAILMENT	\$ 3,027.45	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-CARROLLTON, GA	Old Bremen Road	Carrollton	GA	30117	CUSTOMER BAILMENT	\$ 11,651.19	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-CARTERSVILLE, GA	130 Allatoona Dam Road	Cartersville	GA	30120	INTERNAL — BR 009	\$248,680.37	Inventory Only — BR 009			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-CHAMBLEE, GA	4959 New Peachtree Road	Chamblee	GA	30341	CUSTOMER BAILMENT	\$ 2,320.90	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-CHAMBLEE, GA	4959 New Peachtree Road	Chamblee	GA	30341	CUSTOMER BAILMENT	\$ 31,180.67	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-CHATTANOOGA, TN	2207 Olan Mills Drive	Chattanooga	TN	37421	CUSTOMER BAILMENT	\$ 3,019.68	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-CHATTANOOGA, TN	2207 Olan Mills Drive	Chattanooga	TN	37421	CUSTOMER BAILMENT	\$ 17,352.58	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-CHESAPEAKE, VA	1363 Great Bridge Blvd	Chesapeake	VA	23320	CUSTOMER BAILMENT	\$ 35,379.11	Inventory Only			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
ATLANTA GAS LIGHT-CONYERS, GA	350 Gees Mill Business Parkway	Conyers	GA	30013	CUSTOMER BAILMENT	\$ 3,543.80	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-CONYERS, GA	350 Gees Mill Business Parkway	Conyers	GA	30013	CUSTOMER BAILMENT	\$24,591.72	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-CUMMING, GA	1480 Oak Industrial Lane	Cumming	GA	30041	CUSTOMER BAILMENT	\$ 4,367.90	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-CUMMING, GA	1480 Oak Industrial Lane	Cumming	GA	30041	CUSTOMER BAILMENT	\$44,806.36	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-DULUTH, GA	2695 Old Peachtree Road	Duluth	GA	30096	CUSTOMER BAILMENT	\$ 5,073.17	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-DULUTH, GA	2695 Old Peachtree Road	Duluth	GA	30096	CUSTOMER BAILMENT	\$61,658.12	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-FLEMINGTON, NJ	60 East Main Street	Flemington	NJ	8822	CUSTOMER BAILMENT	\$ 7,753.46	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-GAINESVILLE, GA	2100 Atlanta Highway	Gainesville	GA	30504	CUSTOMER BAILMENT	\$ 909.37	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-GAINESVILLE, GA	2100 Atlanta Highway	Gainesville	GA	30504	CUSTOMER BAILMENT	\$ 6,407.90	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-GRIFFIN, GA	314 W College Street	Griffin	GA	30224	CUSTOMER BAILMENT	\$ 1,613.18	Inventory Only			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
ATLANTA GAS LIGHT-GRIFFIN, GA	314 W College Street	Griffin	GA	30224	CUSTOMER BAILMENT	\$ 5,745.97	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-HIALEAH, FL	955 East 25th Street	Hialeah	FL	33013	CUSTOMER BAILMENT	\$ 2,323.17	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-HIALEAH, FL	955 East 25th Street	Hialeah	FL	33013	CUSTOMER BAILMENT	\$36,371.16	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-JACKSONVILLE, FL	5440 Highway Avenue	Jacksonville	FL	32254	CUSTOMER BAILMENT	\$ 1,902.90	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-JESUP, GA	630 West Cherry Street	Jesup	GA	31545	CUSTOMER BAILMENT	\$ 1,551.41	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-JESUP, GA	630 West Cherry Street	Jesup	GA	31545	CUSTOMER BAILMENT	\$ 5,192.15	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-MACON, GA	1691 Bass Road	Macon	GA	31210	CUSTOMER BAILMENT	\$ 3,969.62	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-MACON, GA	1691 Bass Road	Macon	GA	31210	CUSTOMER BAILMENT	\$12,386.84	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-MARIETTA, GA	1356 Cobb Industrial Road	Marietta	GA	30066	CUSTOMER BAILMENT	\$ 2,979.28	Inventory Only			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
ATLANTA GAS LIGHT-MARIETTA, GA	1356 Cobb Industrial Road	Marietta	GA	30066	CUSTOMER BAILMENT	\$54,129.17	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-MILLEDGEVILLE, GA	550 Hammock Road	Milledgeville	GA	31061	CUSTOMER BAILMENT	\$ 1,059.98	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-MILLEDGEVILLE, GA	550 Hammock Road	Milledgeville	GA	31061	CUSTOMER BAILMENT	\$ 2,949.21	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-NEWNAN, GA	242 Bullsboro Drive	Newnan	GA	30263	CUSTOMER BAILMENT	\$ 3,124.33	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-NEWNAN, GA	242 Bullsboro Drive	Newnan	GA	30263	CUSTOMER BAILMENT	\$17,545.23	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-NEWPORT NEWS, VA	746 Diligence Drive	Newport News	VA	23606	CUSTOMER BAILMENT	\$ 3,557.20	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-NEWPORT NEWS, VA	746 Diligence Drive	Newport News	VA	23606	CUSTOMER BAILMENT	\$31,197.12	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-NORFOLK, VA	3719 Virginia Beach Blvd	Norfolk	VA	23502	CUSTOMER BAILMENT	\$10,798.84	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-NORFOLK, VA	3719 Virginia Beach Blvd	Norfolk	VA	23502	CUSTOMER BAILMENT	\$43,438.12	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-OWENTON, KY	970 Highway 127 N	Owenton	KY	40359	INTERNAL — BR 009	\$14,006.00	Inventory Only — BR 009			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
ATLANTA GAS LIGHT-PLATTSMOUTH, NE	203 Wiles Road	Plattsmouth	NE	68048	INTERNAL — BR 009	\$185,060.50	Inventory Only — BR 009			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-RICHMOND, VA	2500 Bellwood Road	Richmond	VA	23237	CUSTOMER BAILMENT	\$ 5,099.00	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-RIVERDALE, GA	508 Highway 138 SW	Riverdale	GA	30274	CUSTOMER BAILMENT	\$ 7,719.54	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-RIVERDALE, GA	508 Highway 138 SW	Riverdale	GA	30274	CUSTOMER BAILMENT	\$ 38,532.49	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-ROCKLEDGE, FL	4180 S US Highway 1	Rockledge	FL	32955	CUSTOMER BAILMENT	\$ 1,451.71	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-ROCKLEDGE, FL	4180 S US Highway 1	Rockledge	FL	32955	CUSTOMER BAILMENT	\$ 20,993.89	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-ROME, GA	1515 Veterans Memorial Highway	Rome	GA	30161	CUSTOMER BAILMENT	\$ 2,294.38	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-ROME, GA	1515 Veterans Memorial Highway	Rome	GA	30161	CUSTOMER BAILMENT	\$ 16,200.61	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-SAVANNAH, GA	1674 Catham Parkway	Savannah	GA	31415	CUSTOMER BAILMENT	\$ 1,340.07	Inventory Only			McJunkin Red Man Corporation

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ATLANTA GAS LIGHT-SAVANNAH, GA	1647 Chatham Parkway	Savannah	GA	31415	CUSTOMER BAILMENT	\$18,958.30	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-STEWARTSVILLE, NJ	148 Edison Road	Stewartsville	NJ	08886	CUSTOMER BAILMENT	\$15,681.41	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-TUCKER, GA	4411 Bibb Blvd	Tucker	GA	30084	CUSTOMER BAILMENT	\$13,551.41	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-UNION, NJ	Utilities Road	Union	NJ	07083	CUSTOMER BAILMENT	\$55,421.50	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-VALDOSTA, GA	1559 Commerce Drive	Valdosta	GA	31601	CUSTOMER BAILMENT	\$ 1,035.86	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-VALDOSTA, GA	1559 Commerce Drive	Valdosta	GA	31601	CUSTOMER BAILMENT	\$ 7,236.11	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-VIDALIA, GA	103 Brantley Road	Vidalia	GA	30474	CUSTOMER BAILMENT	\$ 1,071.78	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-VIDALIA, GA	103 Brantley Road	Vidalia	GA	30474	CUSTOMER BAILMENT	\$ 5,032.26	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-WAYCROSS, GA	18 Memorial Drive	Waycross	GA	31503	CUSTOMER BAILMENT	\$ 960.87	Inventory Only			McJunkin Red Man Corporation
ATLANTA GAS LIGHT-WAYCROSS, GA	18 Memorial Drive	Waycross	GA	31503	CUSTOMER BAILMENT	\$ 6,738.41	Inventory Only			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
ATLANTA GAS LIGHT- WOODSTOCK, GA	451 Toonigh Road	Woodstock	GA	30115	CUSTOMER BAILMENT	\$ 11,950.78	Inventory Only			McJunkin Red Man Corporation
ATLANTA, GA	4411 Bibb Blvd	Tucker	GA	30084		\$3,764,528.05	Service Branch	Leased		McJunkin Red Man Corporation
ATLANTA, MI	16950 M-32 East	Atlanta	GA	49709		\$ 212,384.02		Leased		McJunkin Red Man Corporation
ATLAS ROOFING CORP- ARDMORE, OK	2300 South Veterans Blvd	Ardmore	OK	73401	CUSTOMER BAILMENT	\$ 2,664.81	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID- TEX DIVISION-ABILENE, TX	1449 South Treadaway	Abilene	TX	79602	CUSTOMER BAILMENT	\$ 91,737.02	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID- TEX DIVISION- ARLINGTON, TX	106 Stadium Drive	Arlington	TX	76010	CUSTOMER BAILMENT	\$ 103,328.27	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID- TEX DIVISION-ATHENS, TX	9350 CR 1205	Athens	TX	75751	CUSTOMER BAILMENT	\$ 7,955.88	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID- TEX DIVISION-ATHENS, TX	6466 St Highway 19 S	Athens	TX	75751	CUSTOMER BAILMENT	\$ 26,535.32	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID- TEX DIVISION- BEDFORD, TX	2000 Reliance Parkway	Bedford	TX	76021	CUSTOMER BAILMENT	\$ 94,248.06	Inventory Only			McJunkin Red Man Corporation

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ATMOS ENERGY MID-TEX DIVISION-BOYD, TX	142 North FM 730	Boyd	TX	76023	CUSTOMER BAILMENT	\$ 63,829.32	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-BROWNWOOD, TX	4304 Danhil Drive	Brownwood	TX	76801	CUSTOMER BAILMENT	\$ 41,500.88	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-BRYAN, TX	297 Earl Rudder FWY	Bryan	TX	77802	CUSTOMER BAILMENT	\$ 15,832.09	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-BRYAN, TX	297 N Earl Rudder Fwy	Bryan	TX	77802	CUSTOMER BAILMENT	\$ 98,030.81	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-BURNET, TX	3100 S Water Street	Burnet	TX	78611	CUSTOMER BAILMENT	\$ 19,795.83	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-CARROLLTON, TX	1400 East Patton Place	Carrollton	TX	75007	CUSTOMER BAILMENT	\$111,647.50	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-CORSICANA, TX	2340 S Business 45	Corsicana	TX	75110	CUSTOMER BAILMENT	\$ 45,980.96	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-DALLAS, TX	2601 Logan Street	Dallas	TX	75215	CUSTOMER BAILMENT	\$290,346.72	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-DENTON, TX	106 N Bradshaw Street	Denton	TX	76205	CUSTOMER BAILMENT	\$ 20,249.95	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-DENTON, TX	106 N Bradshaw Street	Denton	TX	76205	CUSTOMER BAILMENT	\$ 81,574.08	Inventory Only			McJunkin Red Man Corporation

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ATMOS ENERGY MID-TEX DIVISION-DESOTO, TX	917 E Centre Park Blvd	Desoto	TX	75115	CUSTOMER BAILMENT	\$ 60,793.65	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-EASTLAND, TX	240 Highway 3101	Eastland	TX	76448	CUSTOMER BAILMENT	\$ 27,530.51	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-FORT WORTH, TX	100 W Morningside Drive	Fort Worth	TX	76110	CUSTOMER BAILMENT	\$ 17,602.98	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-FREDERICKSBURG, TX	107 S Lee Street	Fredericksburg	TX	78624	CUSTOMER BAILMENT	\$ 35,024.02	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-FT WORTH, TX	4580 Blue Mound Road	Fort Worth	TX	76106	CUSTOMER BAILMENT	\$ 40,850.10	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-FT WORTH, TX	100 W Morningside Drive	Fort Worth	TX	76110	CUSTOMER BAILMENT	\$215,162.35	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-GAINESVILLE, TX	2601 W Highway 82	Gainesville	TX	76240	CUSTOMER BAILMENT	\$ 29,213.65	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-GARLAND, TX	1310 Highway 66	Garland	TX	75040	CUSTOMER BAILMENT	\$ 18,539.09	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-GARLAND, TX	1310 Highway 66	Garland	TX	75040	CUSTOMER BAILMENT	\$120,554.98	Inventory Only			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
ATMOS ENERGY MID-TEX DIVISION-GATESVILLE, TX	407 N Highway 36	Gatesville	TX	76528	CUSTOMER BAILMENT	\$18,691.67	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-GREENVILLE, TX	7909 Traders Circle	Greenville	TX	75402	CUSTOMER BAILMENT	\$46,035.02	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-GROESBECK, TX	1774 N Highway 4	Groesbeck	TX	76642	CUSTOMER BAILMENT	\$55,384.00	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-HILLSBORO, TX	1507 Abbott Avenue	Hillsboro	TX	76645	CUSTOMER BAILMENT	\$30,134.27	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-IRVING, TX	1931 E 6th Street	Irving	TX	75060	CUSTOMER BAILMENT	\$97,927.54	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-JOSHUA, TX	360 N Gregory	Joshua	TX	76058	CUSTOMER BAILMENT	\$36,851.75	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-KILLEEN, TX	317 N 2nd Street	Killeen	TX	76541	CUSTOMER BAILMENT	\$58,849.68	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-LONGVIEW, TX	2009 East Cotton	Longview	TX	75602	CUSTOMER BAILMENT	\$41,724.31	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-MCKINNEY, TX	1681 Corporate Drive	McKinney	TX	75217	CUSTOMER BAILMENT	\$91,248.19	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-PALESTINE, TX	200 Willow Creek Parkway	Palestine	TX	75801	CUSTOMER BAILMENT	\$25,691.65	Inventory Only			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RE Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
ATMOS ENERGY MID-TEX DIVISION-PARIS, TX	3005 NW Loop 286	Paris	TX	75460	CUSTOMER BAILMENT	\$ 48,758.46	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-PLANO, TX	3697 Maple Shade	Plano	TX	75075	CUSTOMER BAILMENT	\$ 2,087.14	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-PLANO, TX	3697 Maple Shade	Plano	TX	75075	CUSTOMER BAILMENT	\$ 98,305.22	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-ROUND ROCK, TX	3110 North I-35	Round Rock	TX	78624	CUSTOMER BAILMENT	\$105,628.36	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-SAN ANGELO, TX	1730 North Main	San Angelo	TX	76903	CUSTOMER BAILMENT	\$ 59,295.86	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-SHERMAN, TX	5111 Blue Flame Lane	Sherman	TX	75090	CUSTOMER BAILMENT	\$ 118.86	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-SHERMAN, TX	5111 Blue Flame Lane	Sherman	TX	75090	CUSTOMER BAILMENT	\$ 67,358.00	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-STAMFORD, TX	1601 CR 124	Stamford	TX	79553	CUSTOMER BAILMENT	\$ 18,939.03	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-STEPHENVILLE, TX	883 North Graham Street	Stephenville	TX	76401	CUSTOMER BAILMENT	\$ 37,023.02	Inventory Only			McJunkin Red Man Corporation

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ATMOS ENERGY MID-TEX DIVISION-SULPHUR SPRINGS, TX	1530 W Industrial	Sulphur Springs	TX	75482	CUSTOMER BAILMENT	\$34,881.61	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-SWEETWATER, TX	FM 419	Sweetwater	TX	79556	CUSTOMER BAILMENT	\$34,118.85	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-TEMPLE, TX	2138 Lucius Mccelvey Drive	Temple	TX	76504	CUSTOMER BAILMENT	\$54,360.90	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-TENNESSEE COLONY, TX	1897 FM 2706	Tennessee Colony	TX	75861	CUSTOMER BAILMENT	\$ 7,183.47	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-WACO, TX	1500 W Loop 340	Waco	TX	76712	CUSTOMER BAILMENT	\$87,275.77	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-WAXAHACHIE, TX	901 Ferris Avenue	Waxahachie	TX	75165	CUSTOMER BAILMENT	\$41,471.58	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY MID-TEX DIVISION-WICHITA FALLS, TX	5808 Ashleyanne Circle	Wichita Falls	TX	76310	CUSTOMER BAILMENT	\$82,099.06	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-ANTHONY, KS	224 North Massachusetts	Anthony	KS	67003	CUSTOMER BAILMENT	\$ 8,971.62	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-BONNER SPRINGS, KS	132 North Armour	Bonner Springs	KS	66012	CUSTOMER BAILMENT	\$ 5,552.07	Inventory Only			McJunkin Red Man Corporation

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ATMOS ENERGY-BOWLING GREEN, KY	2850 Russellville Road	Bowling Green	KY	42101	CUSTOMER BAILMENT	\$65,854.69	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-BUTLER, MO	100 South Main Street	Butler	MO	64730	CUSTOMER BAILMENT	\$10,247.09	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-CAMPBELLSVILLE, KY	410 E Main Street	Campbellsville	KY	42718	CUSTOMER BAILMENT	\$22,934.69	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-CARUTHERSVILLE, MO	900 Truman Blvd	Caruthersville	MO	63830	CUSTOMER BAILMENT	\$26,961.01	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-CLARKSDALE, MS	121 Delta Street	Clarksdale	MS	38614	CUSTOMER BAILMENT	\$ 1,828.13	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-CLEVELAND, MS	107 W Sunflower Road	Cleveland	MS	38732	CUSTOMER BAILMENT	\$ 2,262.17	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-COLUMBUS, GA	2300 Victory Drive	Columbus	GA	31901	CUSTOMER BAILMENT	\$66,322.28	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-COLUMBUS, MS	1423 Main Street	Columbus	MS	39701	CUSTOMER BAILMENT	\$ 6,897.56	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-DANVILLE, KY	449 Whirlaway Drive	Danville	KY	40422	CUSTOMER BAILMENT	\$28,202.94	Inventory Only			McJunkin Red Man Corporation

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ATMOS ENERGY-FLOWOOD, MS	790 Liberty Road	Flowood	MS	39232	CUSTOMER BAILMENT	\$ 10,507.21	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-FRANKLIN, TN	200 Noah Drive	Franklin	TN	37064	CUSTOMER BAILMENT	\$ 2,357.06	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-GAINESVILLE, GA	175 John W Morrow Way	Gainesville	GA	30501	CUSTOMER BAILMENT	\$ 50,349.12	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-GLASGOW, KY	200 N Broadway	Glasgow	KY	42141	CUSTOMER BAILMENT	\$ 19,668.45	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-GREENVILLE, MS	332 Main Street	Greenville	MS	38701	CUSTOMER BAILMENT	\$ 6,111.89	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-GREENWOOD, MS	120 East Church Street	Greenwood	MS	38930	CUSTOMER BAILMENT	\$ 2,090.22	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-GRENADA, MS	1456 Commerce Street	Grenada	MS	38901	CUSTOMER BAILMENT	\$ 1,680.64	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-GUNNISON, CO	417 Bidwell Street	Gunnison	CO	81230	CUSTOMER BAILMENT	\$ 16,635.37	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-HANNIBAL, MO	2 Industrial Loop Road	Hannibal	MO	63401	CUSTOMER BAILMENT	\$ 16,501.79	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-HARRISBURG, IL	611 North Main Street	Harrisburg	IL	62946	CUSTOMER BAILMENT	\$ 16,691.51	Inventory Only			McJunkin Red Man Corporation

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ATMOS ENERGY-HERINGTON, KS	601 West Main Street	Herington	KS	67449	CUSTOMER BAILMENT	\$ 12,091.20	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-HOPKINSVILLE, KY	1833 East 9th Street	Hopkinsville	KY	42240	CUSTOMER BAILMENT	\$ 20,204.33	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-INDEPENDENCE, KS	21st & Maple Street	Independence	KS	67301	CUSTOMER BAILMENT	\$ 22,838.22	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-INDIANOLA, MS	100 B Front Street	Indianola	MS	38751	CUSTOMER BAILMENT	\$ 4,234.44	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-JACKSON, MO	720 Lee Avenue	Jackson	MO	63755	CUSTOMER BAILMENT	\$ 39,965.12	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-JACKSON, MS	4155 Industrial Drive	Jackson	MS	39209	CUSTOMER BAILMENT	\$ 53,273.95	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-JACKSON, MS	4155 Industrial Drive	Jackson	MS	39209	CUSTOMER BAILMENT	\$ 61,928.54	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-JACKSON, MS	4155 Industrial Drive	Jackson	MS	39209		\$434,069.44	Service Branch			McJunkin Red Man Corporation
ATMOS ENERGY-JOHNSON, KS	201 South Main Street	Johnson	KS	67855	CUSTOMER BAILMENT	\$ 17,082.33	Inventory Only			McJunkin Red Man Corporation

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ATMOS ENERGY-KEOKUK, IA	24 South 10th Street	Keokuk	IA	52632	CUSTOMER BAILMENT	\$ 17,799.75	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-KIRKSVILLE, MO	916 North Green Street	Kirksville	MO	63501	CUSTOMER BAILMENT	\$ 17,848.63	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-KOSKIUSKO, MS	510 Veterans Memorial Dr	Kosciusko	MS	39090	CUSTOMER BAILMENT	\$ 6,286.52	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-LUBBOCK, TX	4003 MLK Jr. Blvd	Lubbock	TX	79404		\$768,613.57	Service Branch			McJunkin Red Man Corporation
ATMOS ENERGY-MADISONVILLE, KY	638 W Broadway	Madisonville	KY	42431	CUSTOMER BAILMENT	\$ 35,872.43	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-MALDEN, MO	216 West Main Street	Malden	MO	63863	CUSTOMER BAILMENT	\$ 16,752.28	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-MAYFIELD, KY	900 Commonwealth Drive	Mayfield	KY	42066	CUSTOMER BAILMENT	\$ 15,384.15	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-MERIDIAN, MS	1701 6th Street	Meridian	MS	39301	CUSTOMER BAILMENT	\$ 7,198.88	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-METROPOLIS, IL	700 Market Street	Metropolis	IL	62960	CUSTOMER BAILMENT	\$ 12,561.31	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-MIDLAND, TX	Permian Basin Unit	Midland	TX	79706	CUSTOMER BAILMENT	\$ 94,839.51	Inventory Only			McJunkin Red Man Corporation

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ATMOS ENERGY-MONROE, LA	800 Delta Drive	Monroe	LA	71203		\$139,293.14	Service Branch			McJunkin Red Man Corporation
ATMOS ENERGY-NATCHEZ, MS	54 E Franklin Street	Natchez	MS	39120	CUSTOMER BAILMENT	\$ 3,871.85	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-OLATHE, KS	730 North Ridgeview Drive	Olathe	KS	66061	CUSTOMER BAILMENT	\$ 57,954.95	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-OWENSBORO, KY	3425 New Hartford Road	Owensboro	KY	42303	CUSTOMER BAILMENT	\$ 62,246.69	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-PADUCAH, KY	3034 Parker Street	Paducah	KY	42003	CUSTOMER BAILMENT	\$ 49,108.77	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-PLEASANTON, KS	903 Depot Street	Pleasanton	KS	66075	CUSTOMER BAILMENT	\$ 4,431.48	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-PRINCETON, KY	307 Marion Road	Princeton	KY	42445	CUSTOMER BAILMENT	\$ 15,845.36	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-SALIDA, CO	1148 F Street	Salida	CO	81201	CUSTOMER BAILMENT	\$ 21,236.19	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-SHELBYVILLE, KY	130 Stonecrest Road	Shelbyville	KY	40065	CUSTOMER BAILMENT	\$ 21,539.91	Inventory Only			McJunkin Red Man Corporation

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ATMOS ENERGY-SIKESTON, MO	142 North Ranney Street	Sikeston	MO	63801	CUSTOMER BAILMENT	\$40,861.93	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-SOUTHAVEN, MS	5249 Pepperchase Drive	Southaven	MS	38671	CUSTOMER BAILMENT	\$25,252.45	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-STARKVILLE, MS	402 University Drive	Starkville	MS	39759	CUSTOMER BAILMENT	\$ 3,637.91	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-TUPELO, MS	1308 West Main Street	Tupelo	MS	38801	CUSTOMER BAILMENT	\$ 7,053.79	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-UNION CITY, TN	1504 South First Street	Union City	TN	38261	CUSTOMER BAILMENT	\$16,383.18	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-VANDALIA, IL	224 South 6th Street	Vandalia	IL	62471	CUSTOMER BAILMENT	\$14,437.59	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-VIRDEN, IL	136 East Dean Street	Virden	IL	62690	CUSTOMER BAILMENT	\$10,095.39	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-WEST POINT, MS	120 S Division Street	West Point	MS	39773	CUSTOMER BAILMENT	\$ 992.02	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-YATES CENTER, KS	111 East Butler Street	Yates Center	KS	66783	CUSTOMER BAILMENT	\$12,529.64	Inventory Only			McJunkin Red Man Corporation
ATMOS ENERGY-YAZOO CITY, MS	941 Calhoun Drive	Yazoo City	MS	39194	CUSTOMER BAILMENT	\$ 4,107.65	Inventory Only			McJunkin Red Man Corporation

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ATMOS-HAMMOND, LA	720 South Morrison Blvd	Hammond	LA	70403	CUSTOMER BAILMENT	\$55,658.80	Inventory Only			McJunkin Red Man Corporation
ATMOS-JONESBORO, LA	318 Cedar Street	Jonesboro	LA	71251	CUSTOMER BAILMENT	\$ 3,544.43	Inventory Only			McJunkin Red Man Corporation
ATMOS-LAFAYETTE, LA	1818 Eraste Landry Road	Lafayette	LA	70506	CUSTOMER BAILMENT	\$70,697.90	Inventory Only			McJunkin Red Man Corporation
ATMOS-MANDEVILLE, LA	68388 Compass Way East	Mandeville	LA	70471	CUSTOMER BAILMENT	\$92,678.95	Inventory Only			McJunkin Red Man Corporation
ATMOS-MARRERO, LA	5241 Taravella Road	Marrero	LA	70072	CUSTOMER BAILMENT	\$44,838.70	Inventory Only			McJunkin Red Man Corporation
ATMOS-MERAUX, LA	4105 E Judge Perez Drive	Meraux	LA	70075	CUSTOMER BAILMENT	\$23,178.84	Inventory Only			McJunkin Red Man Corporation
ATMOS-METAIRIE, LA	2000 Arnoult Road D	Metairie	LA	70001	CUSTOMER BAILMENT	\$81,540.31	Inventory Only			McJunkin Red Man Corporation
ATMOS-MONROE, LA	800 Delta Drive	Monroe	LA	71203	CUSTOMER BAILMENT	\$58,708.01	Inventory Only			McJunkin Red Man Corporation
ATMOS-NATCHITOCHE, LA	300 Industrial Road	Natchitoches	LA	71457	CUSTOMER BAILMENT	\$15,980.43	Inventory Only			McJunkin Red Man Corporation

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ATMOS-NORCO, LA	101 Apple Street	Norco	LA	70079	CUSTOMER BAILMENT	\$ 46,770.27	Inventory Only			McJunkin Red Man Corporation
ATMOS-PINEVILLE, LA	1903 Military Road	Pineville	LA	71360	CUSTOMER BAILMENT	\$ 12,901.36	Inventory Only			McJunkin Red Man Corporation
ATMOS-PRAIRIEVILLE, LA	38144 Post Office Road	Prairieville	LA	70769	CUSTOMER BAILMENT	\$ 68,024.19	Inventory Only			McJunkin Red Man Corporation
AUGUSTA NEWSPRINT-AUGUSTA, GA	2434 Doug Barnard Parkway	Augusta	GA	30906	CUSTOMER BAILMENT	\$ 14,026.75	Inventory Only			McJunkin Red Man Corporation
AUGUSTA, GA	519 Laney Walker Blvd	Augusta	GA	30901		\$454,541.01		Leased		McJunkin Red Man Corporation
AUSTINTOWN, OH	5550 Dunlap Road	Austintown	OH	44515		\$554,026.70		Leased		McJunkin Red Man Corporation
AUTOMATION SHOP-BATON ROUGE, LA	1050 Commercial Drive	Port Allen	LA	70767		\$ 26,160.20	Shop			McJunkin Red Man Corporation
AUTOMATION SHOP-NORTH SALT LAKE CITY, UT	485 N 400 West	N Salt Lake City	UT	84054		\$514,721.59	Shop			McJunkin Red Man Corporation
AUTOMATION-TULSA, OK	1336 N 143rd E Ave	Tulsa	OK	74116		\$559,435.44	Shop			McJunkin Red Man Corporation
B & B PIPE & TOOL-BAKERSFIELD, CA	2301 Parker Lane	Bakersfield	CA	93308	THIRD PARTY — PBB	\$280,014.58	Third Party Yard — BR 122			McJunkin Red Man Corporation

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B A E ORDNANCE SYSTEMS-KINGSPORT, TN	1037 Tidewater Court	Kingsport	TN	37660	INTERNAL — BR 869	\$ 42,149.82	Inventory Only — BR 869			McJunkin Red Man Corporation
BAKERSFIELD, CA	3000 Pegasus Drive	Bakersfield	CA	93380		\$9,365,345.40	Hub			McJunkin Red Man Corporation
BALL WINCH PIPELINE SERVICES-WILLIS, TX	15786 Highway 75 North	Willis	TX	77378	THIRD PARTY — LINE PIPE	\$ 106,999.65	Third Party Yard			McJunkin Red Man Corporation
BASELL-WESTLAKE, LA	Highway 108	Westlake	LA	70669	CUSTOMER BAILMENT	\$ 4,873.30	Inventory Only			McJunkin Red Man Corporation
BASELL-WESTLAKE, LA	Highway 108	Westlake	LA	70669	CUSTOMER BAILMENT	\$ 8,152.22	Inventory Only			McJunkin Red Man Corporation
BATON ROUGE, LA	1100 LeBlanc Rd	Port Allen	LA	70767		\$2,527,543.06	Service Branch			McJunkin Red Man Corporation
BAYOU COATING, LLC-BATON ROUGE, LA	12710 Leisure Road	Baton Rouge	LA	70807	THIRD PARTY — LINE PIPE	\$ 35,768.76	Third Party Yard			McJunkin Red Man Corporation
BAYOU PIPE COATING-NEW IBERIA, LA	5200 Curtis Lane	New Iberia	LA	70560	THIRD PARTY — LINE PIPE	\$ 134,855.80	Third Party Yard			McJunkin Red Man Corporation
BE&K-MONCKS CORNER, SC	3300 Cyprus Gardens Road	Moncks Corner	SC	29461		\$ 134,273.24	Inventory Only			McJunkin Red Man Corporation

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BEAUMONT, TX	6375 Highway 347	Beaumont	TX	77705		\$ 857,164.95	Service Branch			McJunkin Red Man Corporation
BELFIELD, ND	1086 HWY 10 East	Belfield	ND	58622		\$5,178,286.39	Service Branch			McJunkin Red Man Corporation
BELLINGHAM, WA	3974 Hammer Drive	Bellingham	WA	98226		\$ 640,803.52	Service Branch			McJunkin Red Man Corporation
BENICIA, CA	3110 Bayshore Road	Benicia	CA	94510		\$4,136,236.86	Service Branch			McJunkin Red Man Corporation
BENMIT DIVISION-DALTON, OH	14852 West Lincoln Street	Dalton	OH	44618	THIRD PARTY — OCTG	\$8,861,687.73	Third Party Yard			McJunkin Red Man Corporation
BERG STEEL PIPE-PANAMA CITY, FL	Port Industrial Park	Panama City	FL	32412	THIRD PARTY — LINE PIPE	\$ 173.39				McJunkin Red Man Corporation
BHM PIPE & SUPPLY CO-CROSBY, TX	11615 FM Road 2100	Crosby	TX	77532	THIRD PARTY — OCTG	\$ 2,527.42	Third Party Yard			McJunkin Red Man Corporation
BIG WEST OIL CO-NORTH SALT LAKE CITY, UT	333 West Center Street	North Salt Lake City	UT	84054	CUSTOMER BAILMENT	\$ 16,338.10	Inventory Only			McJunkin Red Man Corporation
BILLINGS, MT	1224 Cordova Street Unit #2	Billings	MT	59101		\$ 378,674.36	Service Branch			McJunkin Red Man Corporation
BLACK HILLS TRUCKING-WILLISTON, ND	1008 58th Street W	Williston	ND	58801	THIRD PARTY — OCTG	\$2,686,219.62	Third Party Yard			McJunkin Red Man Corporation

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BORGER, TX	1108 West Wilson	Borger	TX	79007		\$1,057,723.52	Service Branch			McJunkin Red Man Corporation
BOWATER CALHOUN-CALHOUN, TN	Highway 11	Calhoun	TN	37309	CUSTOMER BAILMENT	\$ 38,922.53	Inventory Only			McJunkin Red Man Corporation
BOYD & SONS CONSTRUCTION LLC-WASHINGTON, IN	1312 East 200 North	Washington	IN	47501	THIRD PARTY — PBB	\$ 54,313.12	Third Party Yard — BR 218			McJunkin Red Man Corporation
BP AMOCO-TEXAS CITY, TX	2401 5th Avenue South	Texas City	TX	77590	CUSTOMER BAILMENT	\$ 218,621.68	Inventory Only			McJunkin Red Man Corporation
BP AMOCO-WANDO, SC	1306 Amoco Drive Highway 98	Wando	SC	29492	CUSTOMER BAILMENT	\$ 147,160.80	Inventory Only			McJunkin Red Man Corporation
BP AMOCO-WHITING, IN	2815 Indianapolis Blvd	Whiting	IN	46394	TRAILER	\$ 63,265.18	Inventory Only			McJunkin Red Man Corporation
BP WEST COAST PRODUCTS-BLAINE, WA	4519 Grandview Road	Blaine	WA	98230	CUSTOMER BAILMENT	\$ 13,323.68	Inventory Only			McJunkin Red Man Corporation
BP-TEXAS CITY, TX	2401 5th Avenue South	Texas City	TX	77590	TRAILER	\$ 9,644.44	Inventory Only			McJunkin Red Man Corporation
BP-TEXAS CITY, TX	2800 FM 519 East	Texas City	TX	77592	CUSTOMER BAILMENT	\$ 21,510.77	Inventory Only			McJunkin Red Man Corporation

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BRADFORD, PA	1061 Lafferty Lane	Bradford	PA	16701		\$1,898,602.62	Service Branch	Leased		McJunkin Red Man Corporation
BRIDGEPORT, TX	207 Industrial Park	Bridgeport	TX	76426		\$1,689,482.90	Service Branch			McJunkin Red Man Corporation
BUCKEYE SUPPLY-WOOSTER, OH	460 West Henry Street	Wooster	OH	44691	THIRD PARTY — OCTG	\$ 815,502.05	Third Party Yard			McJunkin Red Man Corporation
BUCKEYE SUPPLY-ZANESVILLE, OH	999 Zane Street	Zanesville	OH	43701	THIRD PARTY — OCTG	\$ 163,846.41	Third Party Yard			McJunkin Red Man Corporation
BUCKHANNON, WV	Route 33 West	Buckhannon	WV	26201		\$8,822,758.23	Service Branch	Leased		McJunkin Red Man Corporation
C M SERVICES-HOUSTON, TX	7411 Mesa Drive	Houston	TX	77028	THIRD PARTY — OCTG	\$ 63,775.24	Third Party Yard			McJunkin Red Man Corporation
C&Y YARD-CASPER, WY	10000 E Highway 20-26	Casper	WY	82601	THIRD PARTY — OCTG	\$ 363,357.66	Third Party Yard			McJunkin Red Man Corporation
CABOT OIL & GAS-MONTROSE, PA	State Route 29	Montrose	PA	18801	CUSTOMER BAILMENT	\$ 402,903.07	Inventory Only			McJunkin Red Man Corporation
CALVERT CITY, KY	4505 Gilbertsville Hwy	Calvert City	KY	42029		\$ 622,797.49	Service Branch	Leased		McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
CAMPBELL SOUP CO- NAPOLEON, OH	Maumee Avenue	Napoleon	OH	43545	CUSTOMER BAILMENT	\$ 16,971.22	Inventory Only			McJunkin Red Man Corporation
CANADIAN, TX	10870 US Hwy 60	Canadian	TX	79014		\$1,764,028.02	Service Branch			McJunkin Red Man Corporation
CAPORAL INDUSTRIES LTD-STEPHENVILLE, TX	600 Caporal Drive	Stephenville	TX	76401	THIRD PARTY — OCTG	\$ 1,892.90	Third Party Yard			McJunkin Red Man Corporation
CARRIZO SPRINGS, TX	7166 Hwy 83 South	Asherton	TX	78827		\$2,050,768.62	Service Branch			McJunkin Red Man Corporation
CARSON, CA	1555 E. Del Amo Blvd	Carson	CA	90746		\$1,137,536.27	Service Branch			McJunkin Red Man Corporation
CARTHAGE, TX	1740 NE Loop	Carthage	TX	75633		\$1,132,780.06	Service Branch			McJunkin Red Man Corporation
CASTRONICS-KIMBALL, NE	E Highway 30	Kimball	NE	69145	THIRD PARTY — OCTG	\$ 19,219.12	Third Party Yard			McJunkin Red Man Corporation
CASTRONICS-KIMBALL, NE	East Highway 30	Kimball	NE	69145	THIRD PARTY — OCTG	\$ 540,436.24	Third Party Yard			McJunkin Red Man Corporation
CELANESE EMULSIONS- ENOREE, SC	14355 Highway 221	Enoree	SC	29335	CUSTOMER BAILMENT	\$ 7,604.12	Inventory Only			McJunkin Red Man Corporation

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CELANESE EMULSIONS-MEREDOSIA, IL	1989 Old Naples Road	Meredosia	IL	62665	CUSTOMER BAILMENT	\$ 3,391.56	Inventory Only			McJunkin Red Man Corporation
CELANESE-BAY CITY, TX	FM 3057	Bay City	TX	77414	CUSTOMER BAILMENT	\$ 3,350.89	Inventory Only			McJunkin Red Man Corporation
CELANESE-BISHOP, TX	Highway 77 South 2 Miles	Bishop	TX	78343	CUSTOMER BAILMENT	\$ 13,329.13	Inventory Only			McJunkin Red Man Corporation
CELANESE-PASADENA, TX	9502 Bayport Road	Pasadena	TX	77507	CUSTOMER BAILMENT	\$ 6,899.24	Inventory Only			McJunkin Red Man Corporation
CENTER, TX	139 Catco Drive	Center	TX	75935		\$ 294,161.10	Service Branch			McJunkin Red Man Corporation
CHARLOTTE, NC	10230 Rodney Street/4301 Yancey Road per SIMS	Pineville	NC	28134		\$ 169,659.38		Leased		McJunkin Red Man Corporation
CHESAPEAKE OPERATING INC-HOBBS, NM	1616 West Bender Blvd	Hobbs	NM	88240	CUSTOMER BAILMENT	\$ 82,098.26	Inventory Only			McJunkin Red Man Corporation
CHESAPEAKE-CHANNELVIEW, TX	400 S Sheldon Road	Channelview	TX	77530	THIRD PARTY — CS	\$9,830,765.06	Third Party Yard			McJunkin Red Man Corporation
CHESAPEAKE-LONESTAR, TX	3679 FM 250	Lone Star	TX	75668	THIRD PARTY — CS	\$5,367,939.41	Third Party Yard			McJunkin Red Man Corporation

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CHESAPEAKE-MCKEESPORT, PA	3200 Youghiogheny River Road	McKeesport	PA	15134	THIRD PARTY — CS	\$6,283,484.96	Third Party Yard			McJunkin Red Man Corporation
CHESAPEAKE-OKLAHOMA CITY, OK	9327 W. Reno Ave.	Oklahoma City	OK	73129	INTERNAL — BR 860	\$ 198,891.76	Inventory Only — BR 860			McJunkin Red Man Corporation
CHEVRON CONSIGNMENT — 1788 PIPE YARD-MIDLAND, TX	4200 N FM 1788	Midland	TX	79707	THIRD PARTY — OCTG	\$ 286,210.86	Third Party Yard			McJunkin Red Man Corporation
CHEVRON CORP-BAKERSFIELD, CA	1978 China Grade Loop Road	Bakersfield	CA	93308	TRUCK STOCK	\$ 9,201.56	Inventory Only			McJunkin Red Man Corporation
CHEVRON CORP-BAKERSFIELD, CA	1978 China Grade Loop Road	Bakersfield	CA	93308	TRAILER	\$ 12,095.58	Inventory Only			McJunkin Red Man Corporation
CHEVRON CORP-BAKERSFIELD, CA	3300 Monte Cristo Road	Bakersfield	CA	93308	CUSTOMER BAILMENT	\$ 16,072.18	Inventory Only			McJunkin Red Man Corporation
CHEVRON CORP-LA BARGE, WY	4.5 Miles West Highway 235	La Barge	WY	83123	CUSTOMER BAILMENT	\$ 34,238.20	Inventory Only			McJunkin Red Man Corporation
CHEVRON CORPORATION-FELLOWS, CA	26407 Highway 33	Fellows	CA	93324	CUSTOMER BAILMENT	\$ 3,117.29	Inventory Only			McJunkin Red Man Corporation
CHEVRON CORPORATION-FELLOWS, CA	26407 Highway 33	Fellows	CA	93324	CUSTOMER BAILMENT	\$ 3,146.06	Inventory Only			McJunkin Red Man Corporation

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CHEVRON CORP-RICHMOND, CA	Kiosk #3	Richmond	CA	[94801]	CUSTOMER BAILMENT	\$5,139.10	Inventory Only			McJunkin Red Man Corporation
CHEVRON CORP-RICHMOND, CA	Kiosk #1	Richmond	CA	[94801]	CUSTOMER BAILMENT	\$5,150.73	Inventory Only			McJunkin Red Man Corporation
CHEVRON CORP-RICHMOND, CA	Kiosk #2	Richmond	CA	[94801]	CUSTOMER BAILMENT	\$5,150.74	Inventory Only			McJunkin Red Man Corporation
CHEVRON CORP-RICHMOND, CA	Kiosk #10	Richmond	CA	[94801]	CUSTOMER BAILMENT	\$5,175.42	Inventory Only			McJunkin Red Man Corporation
CHEVRON CORP-RICHMOND, CA	Kiosk #12	Richmond	CA	[94801]	CUSTOMER BAILMENT	\$5,184.63	Inventory Only			McJunkin Red Man Corporation
CHEVRON CORP-RICHMOND, CA	Kiosk #11	Richmond	CA	[94801]	CUSTOMER BAILMENT	\$5,200.81	Inventory Only			McJunkin Red Man Corporation
CHEVRON CORP-RICHMOND, CA	Kiosk #5	Richmond	CA	[94801]	CUSTOMER BAILMENT	\$5,249.62	Inventory Only			McJunkin Red Man Corporation
CHEVRON CORP-RICHMOND, CA	Kiosk #4	Richmond	CA	[94801]	CUSTOMER BAILMENT	\$5,257.16	Inventory Only			McJunkin Red Man Corporation
CHEVRON CORP-RICHMOND, CA	Kiosk #6	Richmond	CA	[94801]	CUSTOMER BAILMENT	\$5,266.49	Inventory Only			McJunkin Red Man Corporation
CHEVRON CORP-RICHMOND, CA	Kiosk #7	Richmond	CA	[94801]	CUSTOMER BAILMENT	\$5,410.97	Inventory Only			McJunkin Red Man Corporation

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CHEVRON CORP-RICHMOND, CA	Kiosk #8	Richmond	CA	[94801]	CUSTOMER BAILMENT	\$ 5,425.03	Inventory Only			McJunkin Red Man Corporation
CHEVRON CORP-RICHMOND, CA	Kiosk #9	Richmond	CA	[94801]	CUSTOMER BAILMENT	\$ 5,625.95	Inventory Only			McJunkin Red Man Corporation
CHEVRON CORP-WALTMAN, WY	1850 N Arminto Road	Waltman	WY	82648	CUSTOMER BAILMENT	\$ 7,710.05	Inventory Only			McJunkin Red Man Corporation
CHEVRON EXPLORATION & PRODUCTION-SAN ARDO, CA	66575 Sargents Canyon Road	San Ardo	CA	93450		\$ 237,787.65	Admin Branch			McJunkin Red Man Corporation
CHEVRON LOST HILLS-LOST HILLS, CA	15255 Lost Hills Road	Lost Hills	CA	93249	THIRD PARTY — OCTG	\$ 129,158.12	Third Party Yard			McJunkin Red Man Corporation
CHEVRON OCTG-BAKERSFIELD, CA	3000 Pegasus Drive	Bakersfield	CA	93380		\$5,215,950.82	Admin Branch			McJunkin Red Man Corporation
CHEVRON PHILLIPS CHEMICAL-BORGER, TX	Spur 119 East	Borger	TX	79007	CUSTOMER BAILMENT	\$ 8,812.89	Inventory Only			McJunkin Red Man Corporation
CHEVRON PHILLIPS CHEMICAL-PASADENA, TX	1400 Jefferson Road	Pasadena	TX	77002	CUSTOMER BAILMENT	\$ 759.02	Inventory Only			McJunkin Red Man Corporation
CHEVRON PHILLIPS CHEMICAL-PASADENA, TX	15272 River Road	Pasadena	TX	[]	CUSTOMER BAILMENT	\$ 1,499.00	Inventory Only			McJunkin Red Man Corporation

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CHEVRON PHILLIPS CHEMICAL-PASADENA, TX	1400 Jefferson Road	Pasadena	TX	77002	CUSTOMER BAILMENT	\$ 3,651.57	Inventory Only			McJunkin Red Man Corporation
CHEVRON USA-AVENAL, CA	11P Camp Skylind Blvd	Avenal	CA	93204	CUSTOMER BAILMENT	\$18,260.56	Inventory Only			McJunkin Red Man Corporation
CHEVRON USA-MEEKER, CO	7265 Rio Blanco Co Road #9	Meeker	CO	81641	CUSTOMER BAILMENT	\$12,920.43	Inventory Only			McJunkin Red Man Corporation
CHEVRON-ANDREWS, TX	9830 SW 4400	Andrews	TX	79714	CUSTOMER BAILMENT	\$33,665.79	Inventory Only			McJunkin Red Man Corporation
CHEVRON-AZTEC, NM	332 Rd 3100	Aztec	NM	87410	CUSTOMER BAILMENT	\$10,721.68	Inventory Only			McJunkin Red Man Corporation
CHEVRON-BAYTOWN, TX	9500 I-10 East	Baytown	TX	77521	CUSTOMER BAILMENT	\$ 3,529.87	Inventory Only			McJunkin Red Man Corporation
CHEVRON-BAYTOWN, TX	9500 I-10 East	Baytown	TX	77521	CUSTOMER BAILMENT	\$ 4,623.03	Inventory Only			McJunkin Red Man Corporation
CHEVRON-BIG LAKE, TX	1505 North State Highway 137	Big Lake	TX	76932	CUSTOMER BAILMENT	\$31,684.21	Inventory Only			McJunkin Red Man Corporation
CHEVRON-GUYMON, OK	1109 Skelly Ave	Guymon	OK	73942	CUSTOMER BAILMENT	\$ 8,349.50	Inventory Only			McJunkin Red Man Corporation
CHEVRON-NORTH SALT LAKE, UT	651 South Redwood Road	Salt Lake	UT	84123	TRAILER	\$22,877.73	Inventory Only			McJunkin Red Man Corporation

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CHEVRON-OZONA, TX	3081 IH 10E	Ozona	TX	76943	CUSTOMER BAILMENT	\$ 9,618.06	Inventory Only			McJunkin Red Man Corporation
CHEVRON-PAMPA, TX	1503 S Barnes	Pampa	TX	79065	CUSTOMER BAILMENT	\$ 5,434.07	Inventory Only			McJunkin Red Man Corporation
CHEVRON-PORT ARTHUR, TX	US Highway 87	Port Arthur	TX	77640	CUSTOMER BAILMENT	\$ 11,659.71	Inventory Only			McJunkin Red Man Corporation
CHEVRON-SUNDOWN, TX	910 South Texas	Sundown	TX	79372	CUSTOMER BAILMENT	\$ 26,559.12	Inventory Only			McJunkin Red Man Corporation
CHEVRON-TEXACO CONSIGNED YARD-RANGELY, CO	14800 State Highway 64	Rangely	CO	81648	THIRD PARTY — OCTG	\$1,187,689.61	Third Party Yard			McJunkin Red Man Corporation
CINCINNATI, OH	7275 Edington Drive	Cincinnati	OH	45241		\$ 465,161.64		Leased		McJunkin Red Man Corporation
CITGO PETROLEUM-LAKE CHARLES, LA	Highway 108	Lake Charles	LA	70601	CUSTOMER BAILMENT	\$ 48,603.45	Inventory Only			McJunkin Red Man Corporation
CITGO PETROLEUM-SULPHUR, LA	4401 Highway 108	Sulphur	LA	70665	CUSTOMER BAILMENT	\$ 52,623.87	Inventory Only			McJunkin Red Man Corporation
CITGO REFINERY-LAKE CHARLES, LA	Highway 108	Lake Charles	LA	70601	CUSTOMER BAILMENT	\$ 50,388.91	Inventory Only			McJunkin Red Man Corporation

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CITGO REFINING-CORPUS CHRISTI, TX	6743 Up River Road	Corpus Christi	TX	78409	CUSTOMER BAILMENT	\$ 3,294.39	Inventory Only			McJunkin Red Man Corporation
CITGO REFINING-CORPUS CHRISTI, TX	6743 Up River Road	Corpus Christi	TX	78409	CUSTOMER BAILMENT	\$ 3,530.31	Inventory Only			McJunkin Red Man Corporation
CITGO REFINING-CORPUS CHRISTI, TX	6743 Up River Road	Corpus Christi	TX	78409	CUSTOMER BAILMENT	\$ 4,772.01	Inventory Only			McJunkin Red Man Corporation
CITGO REFINING-CORPUS CHRISTI, TX	6743 Up River Road	Corpus Christi	TX	78409	CUSTOMER BAILMENT	\$ 4,904.94	Inventory Only			McJunkin Red Man Corporation
CITGO REFINING-CORPUS CHRISTI, TX	6743 Up River Road	Corpus Christi	TX	78409	CUSTOMER BAILMENT	\$ 5,916.82	Inventory Only			McJunkin Red Man Corporation
CITGO REFINING-CORPUS CHRISTI, TX	6743 Up River Road	Corpus Christi	TX	78409	CUSTOMER BAILMENT	\$ 6,239.76	Inventory Only			McJunkin Red Man Corporation
CLARIANT CORP-MCKITTRICK, CA	123 Contractor Road	McKittrick	CA	93251	CUSTOMER BAILMENT	\$ 3,148.72	Inventory Only			McJunkin Red Man Corporation
CLARIANT CORP-MOUNT HOLLY, NC	East Catawba Avenue	Mount Holly	NC	28120	CUSTOMER BAILMENT	\$ 5,045.14	Inventory Only			McJunkin Red Man Corporation
CLEVELAND, OH	4704 Hudson Drive	Stow	OH	44224		\$2,461,249.20	Service Branch	Leased		McJunkin Red Man Corporation

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CM SERVICES-HOUSTON, TX	7411 Mesa Drive	Houston	TX	77028	THIRD PARTY — OCTG	\$ 32,894.04	Third Party Yard			McJunkin Red Man Corporation
CNX GAS COMPANY VIRGINIA-CEDAR BLUFF, VA	627 Claypool Hill Mall Rd	Cedar Bluff	VA	24609	CUSTOMER BAILMENT	\$581,182.84	Inventory Only			McJunkin Red Man Corporation
CNX GAS-RICES LANDING, PA	253 River Road	Rices Landing	PA	15357	THIRD PARTY — PBB	\$ 6,209.46	Third Party Yard — BR 018			McJunkin Red Man Corporation
COALINGA, CA	Highway 198 & 33	Coalinga	CA	93210		\$ 95,984.79	Service Branch			McJunkin Red Man Corporation
COALINGA, CA	39405 Derrick Section 25D	Coalinga	CA	93210		\$196,727.27	Service Branch			McJunkin Red Man Corporation
COGNIS-KANKAKEE, IL	2525 South Kensington Road	Kankakee	IL	60901	CUSTOMER BAILMENT	\$ 1,264.58	Inventory Only			McJunkin Red Man Corporation
COGNIS-KANKAKEE, IL	2525 South Kensington Road	Kankakee	IL	60901	CUSTOMER BAILMENT	\$ 1,411.84	Inventory Only			McJunkin Red Man Corporation
COLUMBIA GAS OF OH-CAMBRIDGE, OH	98 Steubenville Ave	Cambridge	OH	43725	CUSTOMER BAILMENT	\$ 34,555.73	Inventory Only			McJunkin Red Man Corporation
COLUMBIA GAS OF OH-COSHOCTON, OH	515 N 3rd Street	Coshocton	OH	43812	CUSTOMER BAILMENT	\$ 33,612.53	Inventory Only			McJunkin Red Man Corporation
COLUMBIA GAS OF OH-FINDLAY, OH	1800 Broad Ave	Findlay	OH	45840	CUSTOMER BAILMENT	\$ 40,311.26	Inventory Only			McJunkin Red Man Corporation

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COLUMBIA GAS OF OH-FREMONT, OH	1525 Port Clinton Road	Fremont	OH	43420	CUSTOMER BAILMENT	\$42,981.85	Inventory Only			McJunkin Red Man Corporation
COLUMBIA GAS OF OH-LORAIN, OH	3101 N Ridge Road	Lorain	OH	44055	CUSTOMER BAILMENT	\$72,525.37	Inventory Only			McJunkin Red Man Corporation
COLUMBIA GAS OF OH-MANSFIELD, OH	1021 N Main Street	Mansfield	OH	44903	CUSTOMER BAILMENT	\$43,269.81	Inventory Only			McJunkin Red Man Corporation
COLUMBIA GAS OF OH-MARION, OH	126 Leader Street	Marion	OH	43302	CUSTOMER BAILMENT	\$42,788.57	Inventory Only			McJunkin Red Man Corporation
COLUMBIA GAS OF OH-MEDINA, OH	589 N State Road	Medina	OH	44256	CUSTOMER BAILMENT	\$25,070.06	Inventory Only			McJunkin Red Man Corporation
COLUMBIA GAS OF OH-MIDDLEBURG HEIGHTS, OH	7080 Fry Road	Middleburg Heights	OH	44130	CUSTOMER BAILMENT	\$83,776.93	Inventory Only			McJunkin Red Man Corporation
COLUMBIA GAS OF OH-MINERVA, OH	207 S Market Street	Minerva	OH	44657	CUSTOMER BAILMENT	\$43,596.88	Inventory Only			McJunkin Red Man Corporation
COLUMBIA GAS OF OH-MOUNT VERNON, OH	8484 Columbus Road	Mount Vernon	OH	43050	CUSTOMER BAILMENT	\$35,387.31	Inventory Only			McJunkin Red Man Corporation
COLUMBIA GAS OF OH-NEWARK, OH	935 Buckeye Ave	Newark	OH	43055	CUSTOMER BAILMENT	\$35,560.82	Inventory Only			McJunkin Red Man Corporation

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COLUMBIA GAS OF OH-NORWALK, OH	166 Milan Ave	Norwalk	OH	44857	CUSTOMER BAILMENT	\$ 41,340.13	Inventory Only			McJunkin Red Man Corporation
COLUMBIA GAS OF OH-SALEM, OH	273 Benton Road	Salem	OH	44460	CUSTOMER BAILMENT	\$ 52,430.96	Inventory Only			McJunkin Red Man Corporation
COLUMBIA GAS OF OH-ZANESVILLE, OH	2429 N Linden Ave	Zanesville	OH	43701	CUSTOMER BAILMENT	\$ 40,981.97	Inventory Only			McJunkin Red Man Corporation
COLUMBIA GAS TRANSMISSION-NITRO, WV	4 McJunkin Road	Nitro	WV	25143	INTERNAL — BR 002	\$ 20,938.18	Inventory Only — BR 002			McJunkin Red Man Corporation
COLUMBIA GAS TRANSMISSION-SUGAR GROVE, OH	301 Maple Street	Sugar Grove	OH	43155	CUSTOMER BAILMENT	\$115,643.69	Inventory Only			McJunkin Red Man Corporation
COLUMBIA GAS TRANSMISSION-SUGAR GROVE, OH	301 Maple Street	Sugar Grove	OH	43155	CUSTOMER BAILMENT	\$144,940.92	Inventory Only			McJunkin Red Man Corporation
COLUMBIA GAS-SUGAR GROVE, OH	6175 Old Logan Road	Sugar Grove	OH	43130	CUSTOMER BAILMENT	\$ 6,954.77	Inventory Only			McJunkin Red Man Corporation
COLUMBIA GAS-WAYNESBURG, PA	Rt 21 West	Waynesburg	PA	15370	CUSTOMER BAILMENT	\$ 2,349.83	Inventory Only			McJunkin Red Man Corporation
COLUMBIA GULF TRANSMISSION-INVERNESS, MS	4161 Four Mile Road	Inverness	MS	38753	CUSTOMER BAILMENT	\$ 1,579.05	Inventory Only			McJunkin Red Man Corporation
COLUMBIA GULF TRANSMISSION-RAYNE, LA	5799 Church Point Highway	Rayne	LA	70578	CUSTOMER BAILMENT	\$ 2,229.25	Inventory Only			McJunkin Red Man Corporation

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COLUMBUS, OH	1003 Distribution Drive Ste F	Columbus	OH	43228		\$6,019,740.01	Service Branch	Leased		McJunkin Red Man Corporation
COMMERCIAL RESINS-SIDNEY, NE	3232 Rd 101 East Bldg 232	Sidney	NE	69162	THIRD PARTY — LINE PIPE	\$4,531,433.65	Third Party Yard			McJunkin Red Man Corporation
CONOCO PHILLIPS — WESTLAKE, LA	2200 Old Spanish Trail	Westlake	LA	70669	CUSTOMER BAILMENT	\$ 6,133.97	Inventory Only			McJunkin Red Man Corporation
CONOCO PHILLIPS — WESTLAKE, LA	2200 Old Spanish Trail	Westlake	LA	70669	CUSTOMER BAILMENT	\$ 14,479.53	Inventory Only			McJunkin Red Man Corporation
CONOCO PHILLIPS-ARROYO GRANDE, CA	2555 Willow Road	Arroyo Grande	CA	93445	CUSTOMER BAILMENT	\$ 9,656.78	Inventory Only			McJunkin Red Man Corporation
CONOCO PHILLIPS-BAKER, MT	Highway 7	Baker	MT	59313	CUSTOMER BAILMENT	\$ 39,459.59	Inventory Only			McJunkin Red Man Corporation
CONOCO PHILLIPS-BELLE CHASSE, LA	15551 Highway 23	Belle Chasse	LA	70037	CUSTOMER BAILMENT	\$ 12,077.98	Inventory Only			McJunkin Red Man Corporation
CONOCO PHILLIPS-BELLE CHASSE, LA	15551 Highway 23	Belle Chasse	LA	70037	CUSTOMER BAILMENT	\$ 24,847.52	Inventory Only			McJunkin Red Man Corporation
CONOCO PHILLIPS-BILLINGS, MT	401 S 23rd Street	Billings	MT	59101	CUSTOMER BAILMENT	\$ 54,063.84	Inventory Only			McJunkin Red Man Corporation

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CONOCO PHILLIPS-DUBBERLY, LA	820 Harvey Barbershop Road	Dubberly	LA	71024	TRAILER	\$ 24,757.48	Inventory Only			McJunkin Red Man Corporation
CONOCO PHILLIPS-FORSAN, TX	14 Miles S of Big Springs TX on Hwy 87	Forsan	TX	79733	CUSTOMER BAILMENT	\$ 13,211.35				McJunkin Red Man Corporation
CONOCO PHILLIPS-GOLDSMITH, TX	302 Plant Road	Goldsmith	TX	79741	CUSTOMER BAILMENT	\$123,941.32	Inventory Only			McJunkin Red Man Corporation
CONOCO PHILLIPS-GRUVER, TX	7880 FM 2349	Gruver	TX	79040	CUSTOMER BAILMENT	\$ 6,511.52	Inventory Only			McJunkin Red Man Corporation
CONOCO PHILLIPS-LYSITE, WY	2700 Bad Water Road	Lysite	WY	82642	CUSTOMER BAILMENT	\$ 52,842.70	Inventory Only			McJunkin Red Man Corporation
CONOCO PHILLIPS-PRICE, UT	6815 South 5300 West	Price	UT	84501	CUSTOMER BAILMENT	\$393,083.82				McJunkin Red Man Corporation
CONOCO PHILLIPS-PRICE, UT	6815 South 5300 West	Price	UT	84501	CUSTOMER BAILMENT	\$393,083.82	Inventory Only			McJunkin Red Man Corporation
CONOCO PHILLIPS-RODEO, CA	1290 San Pable Avenue	Rodeo	CA	94572	CUSTOMER BAILMENT	\$ 4,434.08	Inventory Only			McJunkin Red Man Corporation
CONOCO PHILLIPS-RODEO, CA	1290 San Pable Avenue	Rodeo	CA	94572	CUSTOMER BAILMENT	\$ 13,260.40	Inventory Only			McJunkin Red Man Corporation
CONOCO PHILLIPS-RODEO, CA	1290 San Pable Avenue	Rodeo	CA	94572	CUSTOMER BAILMENT	\$ 16,331.41	Inventory Only			McJunkin Red Man Corporation

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CONOCO PHILLIPS-WESTLAKE, LA	2200 Old Spanish Trail	Westlake	LA	70669	CUSTOMER BAILMENT	\$ 45,993.71	Inventory Only			McJunkin Red Man Corporation
CONOCOPHILLIPS-CUBA, NM	Highway 37	Cuba	NM	87013	CUSTOMER BAILMENT	\$ 6,803.79	Inventory Only			McJunkin Red Man Corporation
CONOCOPHILLIPS-DARIEN, TX	5885 FM 1346/4732 Darien St per SIMS	San Antonio/Houston	TX	78220/77028	INTERNAL — BR 102	\$750,487.31	Inventory Only — BR 102			McJunkin Red Man Corporation
CONOCOPHILLIPS-GUYMON, OK	5221 Patricia Blvd	Guymon	OK	73942	CUSTOMER BAILMENT	\$ 2,227.37	Inventory Only	Leased	\$ 7,000.00	McJunkin Red Man Corporation
CONOCOPHILLIPS-LOST CABIN, WY	165 Lost Cabin Road	Lysite	WY	82642	CUSTOMER BAILMENT	\$ 93,695.94		Leased	\$ 8,910.00	McJunkin Red Man Corporation
CONOCOPHILLIPS-LOST CABIN, WY	165 Lost Cabin Road	Lysite	WY	82642	CUSTOMER BAILMENT	\$ 93,695.94	Inventory Only	Leased	\$ 8,790.00	McJunkin Red Man Corporation
CONOCOPHILLIPS-WESTLAKE, LA	2200 Old Spanish Trail	Westlake	LA	70669	IM RECORDS ONLY	\$ 2,322.25	Inventory Only	Leased	\$ 8,530.00	McJunkin Red Man Corporation
CONOCOPHILLIPS-WILMINGTON, CA	1660 W Anaheim Street	Wilmington	CA	90744	CUSTOMER BAILMENT	\$ 15,211.04		Leased	\$35,349.59	McJunkin Red Man Corporation
CONOCOPHILLIPS-WILMINGTON, CA	1660 W Anaheim Street	Wilmington	CA	90744	CUSTOMER BAILMENT	\$ 15,211.04	Inventory Only	Leased	\$11,306.58	McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
CONOCO-PONCA CITY, OK	1000 S Pine	Ponca City	OK	74601	CUSTOMER BAILMENT	\$ 3,570.47	Inventory Only	Owned		McJunkin Red Man Corporation
CONOCO-PONCA CITY, OK	1000 S Pine	Ponca City	OK	74601	CUSTOMER BAILMENT	\$ 3,642.82		Leased	\$10,190.87	McJunkin Red Man Corporation
CONOCO-PONCA CITY, OK	1000 S Pine	Ponca City	OK	74601	CUSTOMER BAILMENT	\$ 3,642.82	Inventory Only	Leased	\$ 9,641.67	McJunkin Red Man Corporation
CONOCO-PONCA CITY, OK	1000 S Pine	Ponca City	OK	74601	CUSTOMER BAILMENT	\$ 4,342.63	Inventory Only	Leased	\$ 9,700.00	McJunkin Red Man Corporation
CONOCO-PONCA CITY, OK	1000 S Pine	Ponca City	OK	74601	CUSTOMER BAILMENT	\$ 5,365.55	Inventory Only	Leased	\$12,145.83	McJunkin Red Man Corporation
CONOCO-PONCA CITY, OK	1000 S Pine	Ponca City	OK	74601	CUSTOMER BAILMENT	\$ 6,302.82	Inventory Only	Leased	\$ 900.00	McJunkin Red Man Corporation
CONROE, TX	12361 FM 3083	Conroe	TX	77301		\$233,345.65	Service Branch	Leased	\$ 2,000.00	McJunkin Red Man Corporation
CONTROLS-AUGUSTA, GA	519 Laney Walker Blvd	Augusta	GA	30901		\$312,544.49	Shop	Leased	\$16,666.67	McJunkin Red Man Corporation
CONTROLS-AUGUSTA, GA	519 Laney Walker Blvd	Augusta	GA	30901		\$312,544.49	BR 026	Leased	\$ 4,473.00	McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
CONTROLS-BAKERSFIELD, CA	3000 Pegasus Drive	Bakersfield	CA	93380		\$ 313,706.84	Shop	Leased	\$4,473.00	McJunkin Red Man Corporation
CONTROLS-BENICIA, CA	3110 Bayshore Road	Benicia	CA	94510		\$ 492,285.95	Shop	Leased — BR 026		McJunkin Red Man Corporation
CONTROLS-CARSON, CA	1555 E. Del Amo Blvd	Carson	CA	90746		\$ 26,546.80	Shop	Leased	\$6,030.00	McJunkin Red Man Corporation
CONTROLS-CHARLESTON, WV	4 McJunkin Road	Nitro	WV	25143		\$ 33,288.29	Shop	Leased — BR 032		McJunkin Red Man Corporation
CONTROLS-CHARLESTON, WV	4 McJunkin Road	Nitro	WV	25143		\$ 33,288.29		Leased — BR 099		McJunkin Red Man Corporation
CONTROLS-CINCINNATI, OH	8399 Zionsville Road/7275 Edington Drive per SIMS	Indianapolis/Cincinnati	IN/OH	46268/45241		\$ 712,737.64	Shop	Leased	\$3,810.00	McJunkin Red Man Corporation
CONTROLS-CINCINNATI, OH	8399 Zionsville Road/7275 Edington Drive per SIMS	Indianapolis/Cincinnati	IN/OH	46268/45241		\$ 712,737.64	BR 099	Leased	\$3,062.50	McJunkin Red Man Corporation
CONTROLS-GALENA PARK, TX	2333 Clinton Drive	Galena Park	TX	77547		\$5,939,193.38	Shop	Customer Site		McJunkin Red Man Corporation
CONTROLS-MUNSTER, IN	101 W. 45th Street	Munster	IN	46321		\$ 320,990.96	Shop	Leased	\$4,812.50	McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
CONTROLS-MUNSTER, IN	101 W. 45th Street	Munster	IN	46321		\$320,990.96	BR 032	Leased	\$1,908.67	McJunkin Red Man Corporation
CORBIN, KY	3123 Cumberland Falls Highway	Corbin	KY	40701		\$928,724.79	Service Branch	Leased	\$4,883.24	McJunkin Red Man Corporation
CORPUS CHRISTI, TX	1901 Clarkwood	Corpus Christi	TX	78410		\$771,069.88	Service Branch	Leased	\$6,050.00	McJunkin Red Man Corporation
COTTONDALE, AL	5477 Skyland Blvd	Cottdale	AL	35453		\$750,249.79	Inventory Only	Leased	\$1,850.00	McJunkin Red Man Corporation
COTTONDALE, AL	5477 Skyland Blvd	Cottdale	AL	35453		\$750,249.79	Leased	Owned		McJunkin Red Man Corporation
CRANE, TX	586 North Gaston	Crane	TX	79731		\$491,839.14	Service Branch	Leased	\$2,500.00	McJunkin Red Man Corporation
CRITERION CATALYSTS CO-PORT ALLEN, LA	1699 Catalysts Drive	Port Allen	LA	70767	CUSTOMER BAILMENT	\$ 14,394.46		Owned		McJunkin Red Man Corporation
CRITERION CATALYSTS CO-PORT ALLEN, LA	1699 Catalysts Drive	Port Allen	LA	70767	CUSTOMER BAILMENT	\$ 14,394.46	Inventory Only	Leased	\$2,500.00	McJunkin Red Man Corporation
CUSTOM PIPE COATERS-HOUSTON, TX	7177 Cavalcade Street	Houston	TX	77028	THIRD PARTY — LINE PIPE	\$ 7,780.79	Third Party Yard	Leased	\$7,231.00	McJunkin Red Man Corporation
CUSTOM PIPE COATERS-HOUSTON, TX	7177 Cavalcade Street	Houston	TX	77028	THIRD PARTY — LINE PIPE	\$ 7,780.79		Leased	\$6,600.00	McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
CYMRIC, CA	3646 West Reward Road	McKittrick	CA	93251		\$755,350.42	Service Branch			McJunkin Red Man Corporation
D C P MIDSTREAM-BORGER, TX	9101 Highway 136	Borger	TX	79007	CUSTOMER BAILMENT	\$ 22,461.09	Inventory Only			McJunkin Red Man Corporation
D C P MIDSTREAM-CHEYENNE WELL, CO	41707 Co Road P	Cheyenne Wells	CO	80810	CUSTOMER BAILMENT	\$ 961.74	Inventory Only			McJunkin Red Man Corporation
D C P MIDSTREAM-GOLDSMITH, TX	Highway 158	Goldsmith	TX	79741	CUSTOMER BAILMENT	\$ 7,117.35	Inventory Only			McJunkin Red Man Corporation
D C P MIDSTREAM-GRANBURY, TX	6610 Lipan Highway	Granbury	TX	76048	CUSTOMER BAILMENT	\$ 12,145.56	Inventory Only			McJunkin Red Man Corporation
D C P MIDSTREAM-GRUVER, TX	15150 County Road 9	Gruver	TX	79040	CUSTOMER BAILMENT	\$ 16,336.24	Inventory Only			McJunkin Red Man Corporation
D C P MIDSTREAM-OKARCHE, OK	8644 Edmond Road NE	Okarche	OK	73762	CUSTOMER BAILMENT	\$ 55,990.43	Inventory Only			McJunkin Red Man Corporation
D C P MIDSTREAM-PAMPA, TX	11703 Highway 152	Pampa	TX	79065	CUSTOMER BAILMENT	\$ 3,711.34		Leased	\$5,562.25	McJunkin Red Man Corporation
D C P MIDSTREAM-PAMPA, TX	11703 Highway 152	Pampa	TX	79065	CUSTOMER BAILMENT	\$ 3,711.34	Inventory Only			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
D C P MIDSTREAM-TOLAR, TX	4205 Hill City Highway	Tolar	TX	76476	CUSTOMER BAILMENT	\$ 10,070.73	Inventory Only	Leased	\$5,100.00	McJunkin Red Man Corporation
D C P MIDSTREAM-TRIBUNE, KS	11 S Tribune, KS 3 East	Tribune	KS	67879	CUSTOMER BAILMENT	\$ 799.94	Inventory Only			McJunkin Red Man Corporation
DALLAS, TX	841 Heinz Way	Grand Prairie	TX	75051		\$6,883,227.29	Service Branch	Leased	\$5,530.00	McJunkin Red Man Corporation
DANSCO MANUFACTURING-CANTON, OH	2149 Moore Avenue SE	Canton	OH	44707	THIRD PARTY — OCTG	\$ 27,775.70		Leased	\$7,000.00	McJunkin Red Man Corporation
DAVENPORT, IA	5109 Tremont Avenue	Davenport	IA	52807		\$ 44,107.36	Service Branch	Leased	\$5,000.00	McJunkin Red Man Corporation
DCP-OZONA, TX	Oz Yard	Ozona	TX	76943	CUSTOMER BAILMENT	\$ 50,822.66	Inventory Only			McJunkin Red Man Corporation
DECATUR, AL	668 McEntire Lane	Decatur	AL	35601		\$ 550,860.91	Service Branch	Leased		McJunkin Red Man Corporation
DEGUSSA CORPORATION-THEODORE, AL	4201 Degussa Road	Theodore	AL	36582	CUSTOMER BAILMENT	\$ 50,474.57	Inventory Only			McJunkin Red Man Corporation
DELTA TUBULAR INT'L(FRANK'S)-HOUSTON, TX	9518 East Mt Road	Houston	TX	77050	THIRD PARTY — OCTG	\$5,238,918.36	Third Party Yard			McJunkin Red Man Corporation
DELTA TUBULAR-HOUSTON, TX	9393 Sheldon Road	Houston	TX	77049	THIRD PARTY — OCTG	\$2,107,611.49	Third Party Yard			McJunkin Red Man Corporation

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DENVER, CO	4295 Kearney Street	Denver	CO	80216		\$1,536,592.29	Service Branch			McJunkin Red Man Corporation
DEVON GAS SERVICES-BRIDGEPORT, TX	415 CR 3502	Bridgeport	TX	76426	CUSTOMER BAILMENT	\$ 19,207.63	Inventory Only			McJunkin Red Man Corporation
DILLEY, TX	1064 W. Highway 85	Dilley	TX	78017		\$ 916,592.04	Service Branch			McJunkin Red Man Corporation
DOUBLE T INDUSTRIES-ROLLA, KS	JCT 56 & 51	Rolla	KS	67954	THIRD PARTY — OCTG	\$ 11,315.47	Third Party Yard			McJunkin Red Man Corporation
DOW CHEMICAL-ST JAMES, LA	9901 Highway 18 River Road	St. James	LA	[]	CUSTOMER BAILMENT	\$ 8,475.39	Inventory Only			McJunkin Red Man Corporation
DUPONT TEIJIN FILMS U S L P-FAYETTEVILLE, NC	3220 Cedar Creek Rd	Fayetteville	NC	28312	CUSTOMER BAILMENT	\$ 8,991.17	Inventory Only			McJunkin Red Man Corporation
DUPONT-AXIS, AL	Highway 43 North	Axis	AL	36505	CUSTOMER BAILMENT	\$ 29,810.79	Inventory Only			McJunkin Red Man Corporation
DUPONT-DELISLE, MS	7685 Klin & Delisle Road	Pass Christian	MS	39571	CUSTOMER BAILMENT	\$ 83,834.64	Inventory Only			McJunkin Red Man Corporation
DUPONT-EDGEMOOR, DE	105 Hay Road	Edgemoor	DE	19809	CUSTOMER BAILMENT	\$ 110,539.78				McJunkin Red Man Corporation

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DUPONT-FAYETTEVILLE, NC	22828 Highway 87 West	Fayetteville	NC	28306	CUSTOMER BAILMENT	\$ 39,607.45	Inventory Only			McJunkin Red Man Corporation
DUPONT-GREGORY, TX	Highway 361	Gregory	TX	78359	CUSTOMER BAILMENT	\$ 54,185.59	Inventory Only			McJunkin Red Man Corporation
DUPONT-LA PORTE, TX	12501 Strang Road	La Porte	TX	77571	CUSTOMER BAILMENT	\$ 6,878.23	Inventory Only			McJunkin Red Man Corporation
DUPONT-MEMPHIS, TN	2820 Fite Road	Memphis	TN	38053	THIRD PARTY — PBB	\$ 766.31				McJunkin Red Man Corporation
DUPONT-MT. CLEMENS, MI	400 Groesbeck Highway	Mt. Clemens	MI	48036	CUSTOMER BAILMENT	\$ 7,888.94	Inventory Only			McJunkin Red Man Corporation
DURA BOND-MCKEESPORT, PA	3200 Youghioghney River Road	McKeesport	PA	15134	THIRD PARTY — LINE PIPE	\$ 532,963.05	Third Party Yard			McJunkin Red Man Corporation
DURA BOND-MCKEESPORT, PA	3200 Youghioghney River Road	McKeesport	PA	15134	THIRD PARTY — LINE PIPE	\$ 1,112,085.04	Third Party Yard			McJunkin Red Man Corporation
DURA-BOND COATING INC-EXPORT, PA	2658 Puckety Drive	Export	PA	15632	THIRD PARTY — LINE PIPE	\$ 563,541.79	Third Party Yard			McJunkin Red Man Corporation
DURA-BOND COATING INC-MCKEESPORT, PA	3200 Youghioghney River Road	McKeesport	PA	15134	THIRD PARTY — LINE PIPE	\$16,334,353.77	Third Party Yard			McJunkin Red Man Corporation
E I DUPONT DE NEMOURS & CO INC-NEW JOHNSONVILLE, TN	One Dupont Road	New Johnsonville	TN	37134	CUSTOMER BAILMENT	\$ 123,686.25	Inventory Only			McJunkin Red Man Corporation

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E I DUPONT DE NEMOURS & CO INC- WASHINGTON, WV	Rt 892 Dupount Road	Washington	WV	26181	CUSTOMER BAILMENT	\$ 7,099.56	Inventory Only			McJunkin Red Man Corporation
E L FARMER YARD- HOUSTON, TX	15706 Beaumont Highway	Houston	TX	77013	THIRD PARTY — OCTG	\$ 134,599.53	Third Party Yard			McJunkin Red Man Corporation
E.L. FARMER TRUCKING-ODESSA, TX	1002 S County Rd West	Odessa	TX	79763	THIRD PARTY	\$1,998,725.99	Third Party Yard			McJunkin Red Man Corporation
EAST BRUNSWICK, NJ	28 Kennedy Boulevard	East Brunswick	NJ	08816		\$3,271,947.51	Service Branch	Leased		McJunkin Red Man Corporation
EASTERN AMERICAN ENERGY-MYRTLE, WV	US Rt 119 South	Myrtle	WV	25670	CUSTOMER BAILMENT	\$ 16,724.34	Inventory Only			McJunkin Red Man Corporation
EASTERN-MARMET, WV	8000 Maccorkle Avenue	Marmet	WV	25315	CUSTOMER BAILMENT	\$ 11,891.02	Inventory Only			McJunkin Red Man Corporation
EASTMAN CHEMICAL CO-LONGVIEW, TX	Callahan Road	Longview	TX	75602	CUSTOMER BAILMENT	\$ 938.06	Inventory Only			McJunkin Red Man Corporation
EASTMAN CHEMICAL CO-LONGVIEW, TX	Callahan Road	Longview	TX	75602	CUSTOMER BAILMENT	\$ 2,103.91	Inventory Only			McJunkin Red Man Corporation
EASTMAN CHEMICAL CO-LONGVIEW, TX	Callahan Road	Longview	TX	75602	CUSTOMER BAILMENT	\$ 2,206.74	Inventory Only			McJunkin Red Man Corporation

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>RB Type</u>	<u>Inventory Value</u>	<u>Type</u>	<u>Leased/Owned</u>	<u>Rent Expense (monthly)</u>	<u>Perfection Entity</u>
EASTMAN CHEMICAL CO-LONGVIEW, TX	Callahan Road	Longview	TX	75602	CUSTOMER BAILMENT	\$ 4,415.16	Inventory Only			McJunkin Red Man Corporation
EASTMAN CHEMICAL CO-LONGVIEW, TX	Callahan Road	Longview	TX	75602	CUSTOMER BAILMENT	\$ 4,658.96	Inventory Only			McJunkin Red Man Corporation
EASTMAN CHEMICAL CO-LONGVIEW, TX	Callahan Road	Longview	TX	75602	CUSTOMER BAILMENT	\$ 7,033.89	Inventory Only			McJunkin Red Man Corporation
EASTMAN CHEMICAL CO-LONGVIEW, TX	Callahan Road	Longview	TX	75602	CUSTOMER BAILMENT	\$ 7,501.19	Inventory Only			McJunkin Red Man Corporation
EASTMAN CHEMICAL CO-LONGVIEW, TX	Callahan Road	Longview	TX	75602	CUSTOMER BAILMENT	\$ 9,302.28	Inventory Only			McJunkin Red Man Corporation
EASTMAN CHEMICAL CO-LONGVIEW, TX	Callahan Road	Longview	TX	75602	CUSTOMER BAILMENT	\$ 11,058.68	Inventory Only			McJunkin Red Man Corporation
EASTMAN CHEMICAL CO-LONGVIEW, TX	Callahan Road	Longview	TX	75602	CUSTOMER BAILMENT	\$ 16,873.79	Inventory Only			McJunkin Red Man Corporation
EASTMAN CHEMICAL CO-LONGVIEW, TX	Callahan Road	Longview	TX	75602	CUSTOMER BAILMENT	\$ 19,273.94	Inventory Only			McJunkin Red Man Corporation
ELEMENTIS CHROMIUM-CASTLE HAYNE, NC	5408 Holly Shelter Road	Castle Hayne	NC	28429	CUSTOMER BAILMENT	\$ 2,796.00	Inventory Only			McJunkin Red Man Corporation
ELK CITY, OK	315 West 20th Street	Elk City	OK	73644		\$2,925,920.70	Service Branch			McJunkin Red Man Corporation

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ELK CITY-ELK CITY, OK	315 West 20th Street	Elk City	OK	73644	TRAILER	\$ 3,780.18	Inventory Only			McJunkin Red Man Corporation
ELKHART, KS	150 US Highway 56	Elkhart	KS	67950		\$757,291.64	Service Branch			McJunkin Red Man Corporation
ENERGAS-AMARILLO, TX	306 N Grand Street	Amarillo	TX	79107	CUSTOMER BAILMENT	\$ 86,795.32	Inventory Only			McJunkin Red Man Corporation
ENERGAS-BIG SPRING, TX	2002 E FM 700	Big Spring	TX	79720	CUSTOMER BAILMENT	\$ 19,987.16	Inventory Only			McJunkin Red Man Corporation
ENERGAS-BROWNFIELD, TX	217 W Hill	Brownfield	TX	79316	CUSTOMER BAILMENT	\$ 7,181.81	Inventory Only			McJunkin Red Man Corporation
ENERGAS-HEREFORD, TX	E Highway 60 & Progressive Road	Hereford	TX	79045	CUSTOMER BAILMENT	\$ 29,915.92	Inventory Only			McJunkin Red Man Corporation
ENERGAS-LITTLEFIELD, TX	500 W 7th Street	Littlefield	TX	79339	CUSTOMER BAILMENT	\$ 22,449.26	Inventory Only			McJunkin Red Man Corporation
ENERGAS-LUBBOCK, TX	40th & Martin Luther King	Lubbock	TX	79404	CUSTOMER BAILMENT	\$ 43,336.95	Inventory Only			McJunkin Red Man Corporation
ENERGAS-PAMPA, TX	1417 S Barnes	Pampa	TX	79065	CUSTOMER BAILMENT	\$ 18,978.89	Inventory Only			McJunkin Red Man Corporation

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>RB Type</u>	<u>Inventory Value</u>	<u>Type</u>	<u>Leased/Owned</u>	<u>Rent Expense (monthly)</u>	<u>Perfection Entity</u>
ENERGAS-PLAINVIEW, TX	21 Street & Columbia	Plainview	TX	79072	CUSTOMER BAILMENT	\$ 28,334.70	Inventory Only			McJunkin Red Man Corporation
ENERGAS-SEMINOLE, TX	305 SE Ave B	Seminole	TX	79360	CUSTOMER BAILMENT	\$ 10,887.04	Inventory Only			McJunkin Red Man Corporation
ENERGEN RESOURCES CORP-AZTEC, NM	811 South Main Street	Aztec	NM	87410	CUSTOMER BAILMENT	\$ 14,845.14	Inventory Only			McJunkin Red Man Corporation
ENERGY TRANSFER-GIDDINGS, TX	3945 East Austin	Giddings	TX	78942	CUSTOMER BAILMENT	\$ 47,760.14	Inventory Only			McJunkin Red Man Corporation
ENERGY TRANSFER-TEAGUE, TX	1815 E Main	Teague	TX	75860	THIRD PARTY — PBB	\$119,996.24	Third Party Yard — BR 820			McJunkin Red Man Corporation
ENERGY TRANSFER-VICTORIA, TX	248 Burroughsville Road	Victoria	TX	77905	CUSTOMER BAILMENT	\$ 6,259.88	Inventory Only			McJunkin Red Man Corporation
ENGLOBAL ENGINEERING-HOUSTON, TX	225 Portwall Suite 200	Houston	TX	77029	CUSTOMER BAILMENT	\$ 5,601.45	Inventory Only			McJunkin Red Man Corporation
ENOGEX-CALUMET, OK	18005 NW 192nd Street	Calumet	OK	73014	CUSTOMER BAILMENT	\$ 3,822.22	Inventory Only			McJunkin Red Man Corporation
EOG RESOURCES-BOWIE, TX	252 Jerry Walker Road	Bowie	TX	76230	THIRD PARTY — PBB	\$ 1,014.90	Third Party Yard — BR 856			McJunkin Red Man Corporation

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EOG RESOURCES-FORESTBURG, TX	16625 FM 455	Forestburg	TX	76239	CUSTOMER BAILMENT	\$ 168.90	Inventory Only			McJunkin Red Man Corporation
EQUISTAR CHEMICAL-LA PORTE, TX	1515 Miller Cut Off Road	La Porte	TX	77571	CUSTOMER BAILMENT	\$ 2,559.41	Inventory Only			McJunkin Red Man Corporation
EQUISTAR-CLINTON, IA	Main Zone Store	Clinton	IA	52732	CUSTOMER BAILMENT	\$ 3,176.83	Inventory Only			McJunkin Red Man Corporation
EQUISTAR-CORPUS CHRISTI, TX	1501 Mckinzie Rd	Corpus Christi	TX	78410	CUSTOMER BAILMENT	\$ 1,152.29	Inventory Only			McJunkin Red Man Corporation
EQUISTAR-LA PORTE, TX	1515 Miller Cut Off Road	La Porte	TX	77571	CUSTOMER BAILMENT	\$ 402.75	Inventory Only			McJunkin Red Man Corporation
EQUISTAR-LAPORTE, TX	1515 Miller Cut Off Road	La Porte	TX	77571	CUSTOMER BAILMENT	\$ 1,019.83	Inventory Only			McJunkin Red Man Corporation
EQUISTAR-LAPORTE, TX	1515 Miller Cut Off Road	La Porte	TX	77571	CUSTOMER BAILMENT	\$ 1,065.70	Inventory Only			McJunkin Red Man Corporation
EQUISTAR-MORRIS, IL	Route 6 & Tabler Road	Morris	IL	60450	CUSTOMER BAILMENT	\$ 342.19	Inventory Only			McJunkin Red Man Corporation
EQUISTAR-MORRIS, IL	Route 6 & Tabler Road	Morris	IL	60450	CUSTOMER BAILMENT	\$ 4,926.56	Inventory Only			McJunkin Red Man Corporation
EQUISTAR-MORRIS, IL	Route 6 & Tabler Road	Morris	IL	60450	CUSTOMER BAILMENT	\$15,363.52	Inventory Only			McJunkin Red Man Corporation

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EQUISTAR-PASADENA, TX	5761 Underwood	Pasadena	TX	77507	CUSTOMER BAILMENT	\$ 1,217.04	Inventory Only			McJunkin Red Man Corporation
ERLANGER-CATOOSA, OK	5610 Bird Creek Avenue	Catoosa	OK	74015	THIRD PARTY — OCTG	\$ 30,145.65	Third Party Yard			McJunkin Red Man Corporation
ERLANGER-CATOOSA, OK	5610 Bird Creek Avenue	Catoosa	OK	74015	THIRD PARTY — OCTG	\$ 76,706.14	Third Party Yard			McJunkin Red Man Corporation
EUNICE — MIDDLE PLANT-EUNICE, NM	State Road 176	Eunice	NM	88231	CUSTOMER BAILMENT	\$ 14,391.89	Inventory Only			McJunkin Red Man Corporation
EVANS, CO	4049 Carson Ave.	Evans	CO	80620		\$4,379,389.05	Service Branch			McJunkin Red Man Corporation
EVANSVILLE SERVICE AREA-LOUISVILLE, KY	3405 Kramers Lane	Louisville	KY	40216	INTERNAL — BR 010	\$ 6,838.25	Inventory Only — BR 010			McJunkin Red Man Corporation
EXXON CO USA MO1511-BILLINGS, MT	700 Exxon Road	Billings	MT	59101	CUSTOMER BAILMENT	\$ 22,302.38	Inventory Only			McJunkin Red Man Corporation
EXXONMOBIL BAYTOWN CHEMICAL-BAYTOWN, TX	3525 Decker Drive	Baytown	TX	77520	CUSTOMER BAILMENT	\$ 556.12	Inventory Only			McJunkin Red Man Corporation
EXXONMOBIL BAYTOWN OLEFINS PLANT-BAYTOWN, TX	3525 Decker Drive	Baytown	TX	77520	CUSTOMER BAILMENT	\$ 5,998.44	Inventory Only			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
EXXONMOBIL BAYTOWN OLEFINS PLANT-BAYTOWN, TX	3525 Decker Drive	Baytown	TX	77520	CUSTOMER BAILMENT	\$ 6,640.53	Inventory Only			McJunkin Red Man Corporation
EXXONMOBIL BAYTOWN OLEFINS PLANT-BAYTOWN, TX	3525 Decker Drive	Baytown	TX	77520	CUSTOMER BAILMENT	\$ 9,432.71	Inventory Only			McJunkin Red Man Corporation
EXXONMOBIL BAYTOWN OLEFINS PLANT-BAYTOWN, TX	3525 Decker Drive	Baytown	TX	77520	CUSTOMER BAILMENT	\$ 9,635.04	Inventory Only			McJunkin Red Man Corporation
EXXONMOBIL BAYTOWN OLEFINS PLANT-BAYTOWN, TX	3525 Decker Drive	Baytown	TX	77520	CUSTOMER BAILMENT	\$14,397.21	Inventory Only			McJunkin Red Man Corporation
EXXONMOBIL BAYTOWN OLEFINS PLANT-BAYTOWN, TX	3525 Decker Drive	Baytown	TX	77520	CUSTOMER BAILMENT	\$20,310.46	Inventory Only			McJunkin Red Man Corporation
EXXONMOBIL BAYTOWN OLEFINS PLANT-BAYTOWN, TX	3525 Decker Drive	Baytown	TX	77520	CUSTOMER BAILMENT	\$41,086.33	Inventory Only			McJunkin Red Man Corporation
EXXONMOBIL CHALMETTE-CHALMETTE, LA	1790 Paris Road	Chalmette	LA	70043	CUSTOMER BAILMENT	\$16,029.17	Inventory Only			McJunkin Red Man Corporation
EXXONMOBIL CHEMICAL PLASTICS-BATON ROUGE, LA	11676 Hwy 19	Baton Rouge	LA	[]	CUSTOMER BAILMENT	\$ 8,309.72	Inventory Only			McJunkin Red Man Corporation
EXXONMOBIL CHEMICAL-BATON ROUGE, LA	4999 Scenic Highway	Baton Rouge	LA	70807	CUSTOMER BAILMENT	\$ 832.90	Inventory Only			McJunkin Red Man Corporation
EXXONMOBIL CHEMICAL-BATON ROUGE, LA	4999 Scenic Highway	Baton Rouge	LA	70807	CUSTOMER BAILMENT	\$ 1,089.58	Inventory Only			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
EXXONMOBIL CHEMICAL-BATON ROUGE, LA	4999 Scenic Highway	Baton Rouge	LA	70807	CUSTOMER BAILMENT	\$ 1,362.52	Inventory Only			McJunkin Red Man Corporation
EXXONMOBIL CHEMICAL-BATON ROUGE, LA	4999 Scenic Highway	Baton Rouge	LA	70807	CUSTOMER BAILMENT	\$ 1,758.14	Inventory Only			McJunkin Red Man Corporation
EXXONMOBIL CHEMICAL-BATON ROUGE, LA	4999 Scenic Highway	Baton Rouge	LA	70807	CUSTOMER BAILMENT	\$ 2,361.68	Inventory Only			McJunkin Red Man Corporation
EXXONMOBIL CHEMICAL-BATON ROUGE, LA	4999 Scenic Highway	Baton Rouge	LA	70807	CUSTOMER BAILMENT	\$ 5,979.79	Inventory Only			McJunkin Red Man Corporation
EXXONMOBIL CHEMICAL-BATON ROUGE, LA	75 South Avenue B & 37th Street	Baton Rouge	LA	[]	CUSTOMER BAILMENT	\$ 8,285.73	Inventory Only			McJunkin Red Man Corporation
EXXONMOBIL CHEMICAL-BATON ROUGE, LA	4999 Scenic Highway	Baton Rouge	LA	70807	CUSTOMER BAILMENT	\$ 9,581.70	Inventory Only			McJunkin Red Man Corporation
EXXONMOBIL MONT BELVIEU PLASTICS PLANT-MONT BELVIEU, TX	13330 Hatcherville Road	Mont Belvieu	TX	77523	CUSTOMER BAILMENT	\$16,224.85	Inventory Only			McJunkin Red Man Corporation
EXXONMOBIL REFINERY-BATON ROUGE, LA	4999 Scenic Highway	Baton Rouge	LA	70807	CUSTOMER BAILMENT	\$ 716.19	Inventory Only	Leased	\$22,770.00	McJunkin Red Man Corporation
EXXONMOBIL REFINERY-BATON ROUGE, LA	3545 Scenic Highway	Baton Rouge	LA	70805	CUSTOMER BAILMENT	\$ 1,311.86	Inventory Only	Leased	\$12,413.58	McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
EXXONMOBIL REFINERY-BATON ROUGE, LA	3545 Scenic Highway	Baton Rouge	LA	70805	CUSTOMER BAILMENT	\$1,318.70	Inventory Only	Leased	\$ 3,713.15	McJunkin Red Man Corporation
EXXONMOBIL REFINERY-BATON ROUGE, LA	3545 Scenic Highway	Baton Rouge	LA	70805	CUSTOMER BAILMENT	\$1,362.52	Inventory Only	Leased — BR142	\$ -	McJunkin Red Man Corporation
EXXONMOBIL REFINERY-BATON ROUGE, LA	3545 Scenic Highway	Baton Rouge	LA	70805	CUSTOMER BAILMENT	\$1,933.61	Inventory Only	Owned — BR107	\$ -	McJunkin Red Man Corporation
EXXONMOBIL REFINERY-BATON ROUGE, LA	3545 Scenic Highway	Baton Rouge	LA	70805	CUSTOMER BAILMENT	\$2,318.67	Inventory Only	Leased	\$21,984.48	McJunkin Red Man Corporation
EXXONMOBIL REFINERY-BATON ROUGE, LA	3545 Scenic Highway	Baton Rouge	LA	70805	CUSTOMER BAILMENT	\$2,370.34	Inventory Only	Leased	\$ 3,207.60	McJunkin Red Man Corporation
EXXONMOBIL REFINERY-BATON ROUGE, LA	3545 Scenic Highway	Baton Rouge	LA	70805	CUSTOMER BAILMENT	\$2,370.34	Inventory Only	Owned	\$ -	McJunkin Red Man Corporation
EXXONMOBIL REFINERY-BATON ROUGE, LA	3545 Scenic Highway	Baton Rouge	LA	70805	CUSTOMER BAILMENT	\$2,683.21	Inventory Only	Leased	\$19,810.69	McJunkin Red Man Corporation
EXXONMOBIL REFINERY-BATON ROUGE, LA	3545 Scenic Highway	Baton Rouge	LA	70805	CUSTOMER BAILMENT	\$4,877.12	Inventory Only	Leased — BR112	\$ -	McJunkin Red Man Corporation
EXXONMOBIL REFINERY-BATON ROUGE, LA	3545 Scenic Highway	Baton Rouge	LA	70805	CUSTOMER BAILMENT	\$5,981.10	Inventory Only	Customer Site	\$ -	McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
EXXONMOBIL REFINERY-BATON ROUGE, LA	3545 Scenic Highway	Baton Rouge	LA	70805	CUSTOMER BAILMENT	\$ 8,092.38	Inventory Only	Leased — BR160	\$ -	McJunkin Red Man Corporation
EXXONMOBIL REFINERY-BATON ROUGE, LA	3545 Scenic Highway	Baton Rouge	LA	70805	CUSTOMER BAILMENT	\$ 8,312.64	Inventory Only	Customer Site	\$ -	McJunkin Red Man Corporation
EXXONMOBIL-BAYTOWN, TX	San Jacinto and Railroad	Baytown	TX	77520	CUSTOMER BAILMENT	\$ 1,683.48	Inventory Only	Customer Site	\$ -	McJunkin Red Man Corporation
EXXONMOBIL-BAYTOWN, TX	San Jacinto and Railroad	Baytown	TX	77520	CUSTOMER BAILMENT	\$ 23,146.17	Inventory Only	Customer Site	\$ -	McJunkin Red Man Corporation
EXXONMOBIL-BAYTOWN, TX	San Jacinto and Railroad	Baytown	TX	77520	CUSTOMER BAILMENT	\$ 51,197.75	Inventory Only	Customer Site	\$ -	McJunkin Red Man Corporation
EXXONMOBIL-BAYTOWN, TX	San Jacinto and Railroad	Baytown	TX	77520	CUSTOMER BAILMENT	\$ 86,525.76	Inventory Only	Customer Site	\$ -	McJunkin Red Man Corporation
EXXONMOBIL-HAWKINS, TX	Highway 14 & FM1795	Hawkins	TX	75765	TRAILER	\$ 25,652.72	Inventory Only	Leased	\$22,131.45	McJunkin Red Man Corporation
EXXON-RIFLE, CO	4743 County Road 3	Rifle	CO	81650	CUSTOMER BAILMENT	\$ 163,305.33	Inventory Only	Leased	\$ 4,812.50	McJunkin Red Man Corporation
FAIRFIELD, TX	377 IH 45 South	Fairfield	TX	75840		\$1,353,129.90	Service Branch	Customer Site	\$ -	McJunkin Red Man Corporation
FARMINGTON, NM	2400 Bloomfield Highway	Farmington	NM	87401		\$2,729,264.70	Service Branch	Leased	\$24,350.00	McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
FELLOWS, CA	26407 Highway 33	Fellows	CA	93324		\$1,269,360.55	Service Branch	Leased	\$26,200.00	McJunkin Red Man Corporation
FMC GRANGER-GRANGER, WY	Westvaco Road	Granger	WY	82934	CUSTOMER BAILMENT	\$ 12,685.95		Leased	\$ 5,330.00	McJunkin Red Man Corporation
FMC GRANGER-GRANGER, WY	Westvaco Road	Granger	WY	82934	CUSTOMER BAILMENT	\$ 12,685.95	Inventory Only	Leased	\$ 2,200.00	McJunkin Red Man Corporation
FMC-GRANGER, WY	Westvaco Road	Granger	WY	82934	CUSTOMER BAILMENT	\$ 96,243.15		Leased	\$ 7,500.00	McJunkin Red Man Corporation
FMC-GRANGER, WY	Westvaco Road	Granger	WY	82934	CUSTOMER BAILMENT	\$ 96,243.15	Inventory Only	Leased	\$10,560.00	McJunkin Red Man Corporation
FMC-GREEN RIVER, WY	Mine — 8 Shaft	Green River	WY	82935	CUSTOMER BAILMENT	\$ 6,859.77		Leased	\$ 7,500.00	McJunkin Red Man Corporation
FMC-GREEN RIVER, WY	Mine — 8 Shaft	Green River	WY	82935	CUSTOMER BAILMENT	\$ 6,859.77	Inventory Only	Leased	\$ 5,810.63	McJunkin Red Man Corporation
FORT WORTH PIPE SERVICES LP-CRESSON, TX	2250 N Cresson Highway	Cresson	TX	76049	THIRD PARTY — OCTG	\$ 85,232.80	Third Party Yard — MRC	Leased	\$ 5,000.00	McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
FORT WORTH PIPE SERVICES LP-CRESSON, TX	2250 N Cresson Highway	Cresson	TX	76049	THIRD PARTY — OCTG	\$ 85,232.80		Leased	\$10,000.00	McJunkin Red Man Corporation
FORT WORTH PIPE SERVICES, LP-DUBOIS, PA	650 Rail Terminal Drive	Dubois	PA	15801	THIRD PARTY — OCTG	\$11,362,695.82	Third Party Yard	Leased	\$ 8,000.00	McJunkin Red Man Corporation
FORT WORTH PIPE SERVICES, LP-DUBOIS, PA	650 Rail Terminal Drive	Dubois	PA	15801	THIRD PARTY — OCTG	\$11,362,695.82		Leased	\$ 4,000.00	McJunkin Red Man Corporation
FORT WORTH PIPE SERVICES-SAYRE, PA	60 Dominic Pace	Sayre	PA	18840	THIRD PARTY — PBB	\$ 664,517.61	Third Party Yard — BR 065	Leased	\$ 5,000.00	McJunkin Red Man Corporation
FORT WORTH PIPE SERVICES-SAYRE, PA	60 Dominic Pace	Sayre	PA	18840	THIRD PARTY — PBB	\$ 664,517.61		Leased	\$ 3,000.00	McJunkin Red Man Corporation
FORTUNA ENERGY-BIG FLATS, NY	60 Hammond Street	Big Flats	NY	14814	TRAILER	\$ 27,459.85	Inventory Only	Leased	\$ 6,600.00	McJunkin Red Man Corporation
FREER IRON WORKS-FREER, TX	202 North Norton	Freer	TX	78357	THIRD PARTY — PBB	\$ 68,302.12	Third Party Yard — BR 872	Leased	\$ 2,500.00	McJunkin Red Man Corporation
FREER IRON WORKS-FREER, TX	202 North Norton	Freer	TX	78357	THIRD PARTY — PBB	\$ 68,302.12		Owned		McJunkin Red Man Corporation
GALENA PARK PIPE YARD-GALENA PARK, TX	2333 Clinton Drive	Galena Park	TX	77547		\$ 8,799,791.87	Inventory Only	Leased	\$ 3,000.00	McJunkin Red Man Corporation
GALENA PARK, TX	2333 Clinton Drive	Galena Park	TX	77547		\$13,025,161.24	Hub	Leased	\$ 2,750.00	McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
GARRETT TRUCKING-AMBER, OK	1338 CR 1270	Amber	OK	73079	THIRD PARTY	\$7,225,659.74	Third Party Yard	Leased	\$14,943.00	McJunkin Red Man Corporation
GARRETT TRUCKING-AMBER, OK	1338 CR 1270	Amber	OK	73079	THIRD PARTY	\$7,225,659.74		Leased	\$13,977.63	McJunkin Red Man Corporation
GARWOOD EXCESS AGLR METERS-PHILADELPHIA, PA	28 Kennedy Boulevard	East Brunswick	NJ	08816	INTERNAL — BR 050	\$ 23,837.40	Inventory Only — BR 050	Leased — BR818		McJunkin Red Man Corporation
GAYLORD, MI	1733 O'Rourke Boulevard	Gaylord	MI	49735		\$ 377,854.43	Service Branch	Leased	\$ 5,000.00	McJunkin Red Man Corporation
GENERAL CHEMICAL GROUP-GREEN RIVER, WY	Alchem Road	Green River	WY	82935	CUSTOMER BAILMENT	\$ 16,871.53		Leased	\$ 5,330.00	McJunkin Red Man Corporation
GENERAL CHEMICAL GROUP-GREEN RIVER, WY	Alchem Road	Green River	WY	82935	CUSTOMER BAILMENT	\$ 16,871.53	Inventory Only	Leased	\$13,580.86	McJunkin Red Man Corporation
GEORGIA PACIFIC CONSUMER OPERATIONS-ZACHARY, LA	1000 West Mt Pleasant Road	Zachary	LA	70791	CUSTOMER BAILMENT	\$ 3,816.55		Leased	\$ 3,500.00	McJunkin Red Man Corporation
GEORGIA PACIFIC CONSUMER OPERATIONS-ZACHARY, LA	1000 West Mt Pleasant Road	Zachary	LA	70791	CUSTOMER BAILMENT	\$ 3,922.91	Inventory Only			McJunkin Red Man Corporation
GEORGIA PACIFIC CONSUMER OPERATIONS-ZACHARY, LA	1000 West Mt Pleasant Road	Zachary	LA	70791	CUSTOMER BAILMENT	\$ 4,953.81	Inventory Only	Leased	\$ 3,110.00	McJunkin Red Man Corporation

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GILLETTE, WY	1471 Garman Court	Gillette	WY	82716		\$7,169,687.82	Service Branch	Leased	\$1,200.00	McJunkin Red Man Corporation
GONZALES, TX	261 Oil Patch Lane	Gonzales	TX	78629		\$4,307,309.85	Service Branch	Customer Site		McJunkin Red Man Corporation
GRAND JUNCTION, CO	769 Valley Court	Grand Junction	CO	81505		\$ 198,369.84	Service Branch			McJunkin Red Man Corporation
GRANDVIEW, MO	13907 Century Lane	Grandview	MO	64030		\$ 531,301.70	Service Branch			McJunkin Red Man Corporation
GRANDVIEW, MO	13907 Century Lane	Grandview	MO	64030		\$ 531,301.70		Leased		McJunkin Red Man Corporation
GRANT ATLAS BRADFORD-CHANNELVIEW, TX	539 Sheldon Road #A	Channelview	TX	77530	THIRD PARTY — OCTG	\$ 1,779.44	Third Party Yard			McJunkin Red Man Corporation
GRANTPRIDECO TUBE ALLOY-CASPER, WY	3501 N Poplar	Casper	WY	82601	THIRD PARTY — OCTG	\$ 45,327.35	Third Party Yard			McJunkin Red Man Corporation
GREELEY GAS-CANON CITY, CO	1901 East Main Street	Canon City	CO	81212	CUSTOMER BAILMENT	\$ 14,487.91	Inventory Only			McJunkin Red Man Corporation
GREELEY GAS-CORTEZ, CO	1002 East Main Street	Cortez	CO	81321	CUSTOMER BAILMENT	\$ 5,314.10	Inventory Only			McJunkin Red Man Corporation

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GREELEY GAS-CRAIG, CO	65 South Ranney Street	Craig	CO	81625	CUSTOMER BAILMENT	\$ 7,122.68	Inventory Only			McJunkin Red Man Corporation
GREELEY GAS-DURANGO, CO	107 Jameson Street	Durango	CO	81303	CUSTOMER BAILMENT	\$ 10,344.29				McJunkin Red Man Corporation
GREELEY GAS-GREELEY, CO	810 22nd Avenue	Greeley	CO	80631	CUSTOMER BAILMENT	\$ 42,850.52	Inventory Only			McJunkin Red Man Corporation
GREELEY GAS-LAMAR, CO	209 East Sage	Lamar	CO	81052	CUSTOMER BAILMENT	\$ 15,563.97	Inventory Only			McJunkin Red Man Corporation
GREELEY GAS-STEAMBOAT SPRINGS, CO	2770 Downhill Drive	Steamboat Springs	CO	80487	CUSTOMER BAILMENT	\$ 7,708.77	Inventory Only			McJunkin Red Man Corporation
GREEN BAY PACKAGING-MORRILTON, AR	Highway 113	Morrilton	AR	72110	CUSTOMER BAILMENT	\$ 14,705.16	Inventory Only			McJunkin Red Man Corporation
GULF COAST HIGH YIELD-GRAND PRAIRIE, TX	841 Heinz Way	Grand Prairie	TX	75051		\$2,506,016.56	Inventory Only			McJunkin Red Man Corporation
HARVEY, LA	1100 First Ave.	Harvey	LA	70058		\$2,021,645.74	Service Branch			McJunkin Red Man Corporation
HAVRE PIPELINE-HAVRE, MT	Clear Creek Road	Havre	MT	59501	CUSTOMER BAILMENT	\$ 35,099.01	Inventory Only			McJunkin Red Man Corporation
HEMPHILL SPEEDY-WILLIAMSPORT, PA	2680 Reach Road	Williamsport	PA	17701	THIRD PARTY — OCTG	\$ 390,254.65	Third Party Yard			McJunkin Red Man Corporation

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HESS CORP-CHARLSON, ND	10391 43rd Street NW	Charlson	ND	58763		\$ 300,237.78	Inventory Only			McJunkin Red Man Corporation
HILAND PARTNERS-ALEXANDER, ND	3507 149 Avenue NW	Alexander	ND	58831	TRAILER	\$ 9,575.22	Inventory Only			McJunkin Red Man Corporation
HOLMES WESTERN OIL-TAFT, CA	4300 Midway Road	Taft	CA	93268	CUSTOMER BAILMENT	\$ 11,473.98	Inventory Only			McJunkin Red Man Corporation
HOLMES WESTERN OIL-TAFT, CA	4300 Midway Road	Taft	CA	93268	CUSTOMER BAILMENT	\$ 78,223.69	Inventory Only			McJunkin Red Man Corporation
HORSEHEADS NY PIPE YARD-HORSEHEADS, NY	224 North Main Street	Horseheads	NY	14845		\$11,699,141.60	Inventory Only			McJunkin Red Man Corporation
HORSEHEADS, NY	224 North Main	Horseheads	NY	14845		\$ 8,345,419.42	Service Branch	Leased		McJunkin Red Man Corporation
HOUMA, LA	110 Venture Blvd.	Houma	LA	70360		\$ 381,955.39	Service Branch			McJunkin Red Man Corporation
HOUSTON OCTG-HOUSTON, TX	2 Houston Center, 909 Fannin , Suite 3100	Houston	TX	77010		\$ 52,704.41	Admin Branch			McJunkin Red Man Corporation
HOUSTON TUBULAR INC-WEIRTON, WV	Half Moon Industrial Park	Weirton	WV	26062	THIRD PARTY	\$ 412,623.60	Third Party Yard			McJunkin Red Man Corporation

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HOUSTON TUBULARS INC-PEARLAND, TX	13600 Hatfield	Pearland	TX	77581	THIRD PARTY	\$ 1,210,510.20	Third Party Yard			McJunkin Red Man Corporation
HOUSTON, TX	4732 Darien Street	Houston	TX	77028		\$22,081,685.06	Hub			McJunkin Red Man Corporation
HUNTINGTON BEACH, CA	20101 Golden West Street	Huntington Beach	CA	92648		\$ 66,449.67	Service Branch			McJunkin Red Man Corporation
HURRICANE, WV	3384 Teays Valley Road Bldg 1	Hurricane	WV	25526		\$ 2,545,999.58	Service Branch	Leased		McJunkin Red Man Corporation
HYDRIL-ANADARKO PROGRAM-HOUSTON, TX	302 Mccarty Street	Houston	TX	77029	THIRD PARTY — OCTG	\$ 1,155,563.69	Third Party Yard			McJunkin Red Man Corporation
HYDRIL-MCCARTY- HOUSTON, TX	302 Mccarty Street	Houston	TX	77029	THIRD PARTY — OCTG	\$ 81,196.51	Third Party Yard			McJunkin Red Man Corporation
INDIANA BRANCH	480 Geesy Road	Indiana	PA	15701		\$ 4,131,508.65	Inventory Only			McJunkin Red Man Corporation
INDIANA BRANCH	480 Geesy Road	Indiana	PA	15701		\$ 4,131,508.65	Leased — BR 017			McJunkin Red Man Corporation
INDIANA, PA	100 Jack Drive/480 Geesy Road per SIMS	Indiana	PA	15701		\$ 3,418,329.75	Service Branch	Leased		McJunkin Red Man Corporation

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INDIANAPOLIS, IN	8399 Zionsville Road	Indianapolis	IN	46268		\$3,126,186.12	Shop	Leased		McJunkin Red Man Corporation
INDSPEC CHEMICAL CORP-PETROLIA, PA	133 Main Street	Petrolia	PA	16050	CUSTOMER BAILMENT	\$ 28,484.19	Inventory Only			McJunkin Red Man Corporation
INDUSTRIAL RUBBER-HIBBING, MN	3804 East 13th Avenue	Hibbing	MN	55746	THIRD PARTY — PBB	\$ 4,923.53	Third Party Yard — BR 846			McJunkin Red Man Corporation
INEOS-ALVIN, TX	2 Miles S of FM 2917 on FM 2004	Alvin	TX	77511	CUSTOMER BAILMENT	\$ 41,583.21	Inventory Only			McJunkin Red Man Corporation
INEOS-LIMA, OH	Ft Amanda & Adgate Roads	Lima	OH	45804	CUSTOMER BAILMENT	\$ 798.51	Inventory Only			McJunkin Red Man Corporation
INEOS-LIMA, OH	Ft Amanda & Adgate Roads	Lima	OH	45804	CUSTOMER BAILMENT	\$ 5,276.22	Inventory Only			McJunkin Red Man Corporation
INEOS-LIMA, OH	Ft Amanda & Adgate Roads	Lima	OH	45804	CUSTOMER BAILMENT	\$ 23,017.83	Inventory Only			McJunkin Red Man Corporation
INTERNATIONAL PAPER CO-COURTLAND, AL	16504 County Road 150	Courtland	AL	35618	CUSTOMER BAILMENT	\$ 68,502.23	Inventory Only			McJunkin Red Man Corporation
INTERNATIONAL PAPER-CAMPTI, LA	4537 Highway 480	Campti	LA	71411	CUSTOMER BAILMENT	\$ 1,725.63	Inventory Only			McJunkin Red Man Corporation

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INTERNATIONAL PAPER- TEXARKANA, TX	9978 Farm Market Road 3129	Texarkana	TX	75504	CUSTOMER BAILMENT	\$ 29,569.82	Inventory Only			McJunkin Red Man Corporation
ITS THREADING AND MFG.,INC.-HOUSTON, TX	7735 Miller Road #3	Houston	TX	77049	THIRD PARTY — OCTG	\$ 249,388.13	Third Party Yard			McJunkin Red Man Corporation
JACKSONVILLE, FL	5440 Highway Avenue	Jacksonville	FL	32254		\$1,118,545.71	Service Branch	Leased		McJunkin Red Man Corporation
JET SUBSURFACE- GAYLORD, MI	1733 O'Rourke Boulevard	Gaylord	MI	49735	CUSTOMER BAILMENT	\$ 10,372.26	Inventory Only			McJunkin Red Man Corporation
JOHN BUNNING-ROCK SPRINGS, WY	1600 Elk Street	Rock Springs	WY	82901	THIRD PARTY	\$5,801,823.34	Third Party Yard			McJunkin Red Man Corporation
JOLIET, IL	4026 Mound Road	Joliet	IL	60436		\$ 602,957.90	Service Branch	Leased		McJunkin Red Man Corporation
JONAH GAS GATHERING CO-BOULDER, WY	29 Patrik Road	Boulder	WY	82923	CUSTOMER BAILMENT	\$ 40,246.00	Inventory Only			McJunkin Red Man Corporation
JOURDANTON, TX	1012 Hwy 97 West	Jourdanton	TX	78026		\$2,816,858.42	Service Branch			McJunkin Red Man Corporation
KALKASKA, MI	2602 US 131 North	Kalkaska	MI	49646		\$ 516,838.64	Service Branch			McJunkin Red Man Corporation

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KAUKAUNA, WI	1215 Hyland Avenue/2130 W Pershing Street per SIMS	Kaukauna	WI	54130		\$ 92,633.62	Service Branch	Leased		McJunkin Red Man Corporation
KEANE DRILLING-LEWIS RUN, PA	101 Keane Road	Lewis Run	PA	16738	THIRD PARTY — PBB	\$ 4,107.31	Third Party Yard — BR 029			McJunkin Red Man Corporation
KERN RIVER, CA	1978 China Grade Loop Road	Bakersfield	CA	93308		\$ 803,259.81	Service Branch			McJunkin Red Man Corporation
KERR MCGEE OIL & GAS-VERNAL, UT	Blue Feather Pipe Yard	Vernal	UT	84078	CUSTOMER BAILMENT	\$ 56,358.40	Inventory Only			McJunkin Red Man Corporation
KINDER MORGAN-VICTORIA, TX	409 Holt Road	Victoria	TX	77905	CUSTOMER BAILMENT	\$ 17,911.56	Inventory Only			McJunkin Red Man Corporation
KINGSPORT, TN	1037 Tidewater Court	Kingsport	TN	37660		\$ 570,694.04	Service Branch	Leased		McJunkin Red Man Corporation
KOPPEL STEEL BAYTOWN-BAYTOWN, TX	2600 Texas Highway 99	Baytown	TX	77520	THIRD PARTY — OCTG	\$ 3,458.98	Third Party Yard			McJunkin Red Man Corporation
KRATON POLYMERS-BELPRE, OH	Rt 50 West	Belpre	OH	45714	CUSTOMER BAILMENT	\$ 14,954.89	Inventory Only			McJunkin Red Man Corporation
LABARGE COATING-CHANNELVIEW, TX	711 Shields Road	Channelview	TX	77530	THIRD PARTY — LINE PIPE	\$7,774,495.82	Third Party Yard			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
LABARGE COATING-CHANNELVIEW, TX	400 South Sheldon Road	Channelview	TX	77530	THIRD PARTY — LINE PIPE	\$27,489,137.01	Third Party Yard			McJunkin Red Man Corporation
LABARGE PIPE & STEEL-ST LOUIS, MO	7400 South Broadway	St. Louis	MO	63111	THIRD PARTY — LINE PIPE	\$ 2,746,859.98	Third Party Yard — MRC			McJunkin Red Man Corporation
LAKE CHARLES, LA	804 PPG Drive Bld F	Westlake	LA	70069		\$ 940,753.15	Service Branch			McJunkin Red Man Corporation
LAREDO, TX	6339 Highway 359	Laredo	TX	78043		\$ 1,542,850.16	Service Branch			McJunkin Red Man Corporation
LAUREL, MS	3051 Industrial Boulevard	Laurel	MS	39440		\$ 618,162.41	Service Branch			McJunkin Red Man Corporation
LIBERTY COATING COMPANY-MORRISVILLE, PA	21 S Steel Road	Morrisville	PA	19067	THIRD PARTY — LINE PIPE	\$ 339,517.50	Third Party Yard			McJunkin Red Man Corporation
LINCOLN MANUFACTURING OF OHIO-STRASBURG, OH	777 South Wooster Avenue	Strasburg	OH	44680	THIRD PARTY — OCTG	\$ 210.52				McJunkin Red Man Corporation
LINCOLN MANUFACTURING-MAGNOLIA, TX	31209 FM 2978 Road	Magnolia	TX	77354	THIRD PARTY — OCTG	\$ 300,665.44	Third Party Yard			McJunkin Red Man Corporation
LINDSAY, OK	603 SE 4th	Lindsay	OK	73052		\$ 567,366.37	Service Branch			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
LITTLE ROCK, AR	8111 Industry Drive/1720 Queensway Street per SIMS	Little Rock/Searcy	AR	72117/72143		\$ 564,170.95	Service Branch			McJunkin Red Man Corporation
LOCK HAVEN PA-LOCK HAVEN, PA	1582 Woodward Avenue FM 729	Lock Haven	PA	17745		\$ 538,144.98	Inventory Only	Leased		McJunkin Red Man Corporation
LONE STAR TUBULAR SVC-LONE STAR, TX		Lone Star	TX	75668	THIRD PARTY — OCTG	\$ 67,357.36	Third Party Yard			McJunkin Red Man Corporation
LONGHORN CUSTOM COATING-ODESSA, TX	4021 Rasco	Odessa	TX	79764	THIRD PARTY — OCTG	\$ 8,981.93	Third Party Yard			McJunkin Red Man Corporation
LONGVIEW, TX	1405 West Cotton St.	Longview	TX	75602		\$ 475,948.83	Service Branch			McJunkin Red Man Corporation
LOST HILLS, CA	15255 Lost Hills Road	Lost Hills	CA	93249		\$ 519,162.55	Service Branch			McJunkin Red Man Corporation
LOUISVILLE, KY	3405 Kramers Lane	Louisville	KY	40216		\$1,010,865.20	Service Branch	Leased		McJunkin Red Man Corporation
LOVINGTON, NM	306 East Avenue D	Lovington	NM	88260		\$ 579,015.79	Service Branch			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
LUNDVALL TRUCKING-GREELEY, CO	1907 1st Avenue	Greeley	CO	80631	THIRD PARTY — LINE PIPE	\$1,273,244.26	Third Party Yard			McJunkin Red Man Corporation
LYONDELL BASSELL-PASADENA, TX	12001 Bay Area Blvd	Pasadena	TX	77507	CUSTOMER BAILMENT	\$ 1,195.10	Inventory Only			McJunkin Red Man Corporation
LYONDELL CHEMICAL-CHANNELVIEW, TX	2502 Sheldon Road	Channelview	TX	77049	CUSTOMER BAILMENT	\$ 2,293.71	Inventory Only			McJunkin Red Man Corporation
LYONDELL EQUISTAR-MORRIS, IL	Route 6 & Tabler Road	Morris	IL	60450	CUSTOMER BAILMENT	\$ 26.87	Inventory Only			McJunkin Red Man Corporation
MARATHON ASHLAND PETROLEUM-CATLETTSBURG, KY	US Rt 23 North	Catlettsburg	KY	41129	TRAILER	\$ 18,933.79	Inventory Only			McJunkin Red Man Corporation
MARATHON CONSIGNED-HOBBS, NM	2340 West Maryland Blvd	Hobbs	NM	88240	THIRD PARTY — OCTG	\$ 2,469.02	Third Party Yard			McJunkin Red Man Corporation
MARATHON OIL CO-BYRON, WY	341 Highway 14A W	Byron	WY	82412	CUSTOMER BAILMENT	\$ 37,644.28	Inventory Only			McJunkin Red Man Corporation
MARATHON OIL CO-CODY, WY	238 Rd 3 EM	Cody	WY	82414	CUSTOMER BAILMENT	\$ 17,492.93	Inventory Only			McJunkin Red Man Corporation
MARATHON OIL CO-GROESBECK, TX	158 County Road 750	Groesbeck	TX	76642	CUSTOMER BAILMENT	\$ 31,216.90	Inventory Only			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
MARATHON OIL CO-HAYNESVILLE, LA	176 Marathon Road	Haynesville	LA	71038	CUSTOMER BAILMENT	\$30,446.14	Inventory Only			McJunkin Red Man Corporation
MARATHON OIL CO-KENAI, AK	304090 K-Beach Road	Kenai	AK	99611	CUSTOMER BAILMENT	\$51,698.97	Inventory Only			McJunkin Red Man Corporation
MARATHON OIL CO-MARLOW, OK	2201 S Broadway Highway 81	Marlow	OK	73055	CUSTOMER BAILMENT	\$ 4,695.64	Inventory Only			McJunkin Red Man Corporation
MARATHON PETROLEUM CO-CANTON, OH	3500 21st Street SW	Canton	OH	44707	TRAILER	\$67,332.67	Inventory Only			McJunkin Red Man Corporation
MARATHON PETROLEUM LLC-TEXAS CITY, TX	1027 Sixth Avenue South	Texas City	TX	77590	CUSTOMER BAILMENT	\$ 2,451.46	Inventory Only			McJunkin Red Man Corporation
MARATHON PETROLEUM LLC-TEXAS CITY, TX	1027 Sixth Avenue South	Texas City	TX	77590	CUSTOMER BAILMENT	\$ 4,192.07	Inventory Only			McJunkin Red Man Corporation
MARATHON PETROLEUM LLC-TEXAS CITY, TX	1027 Sixth Avenue South	Texas City	TX	77590	CUSTOMER BAILMENT	\$85,847.58	Inventory Only			McJunkin Red Man Corporation
MARATHON PETROLEUM-TEXAS CITY, TX	1027 Sixth Avenue South	Texas City	TX	77590	CUSTOMER BAILMENT	\$ 471.90	Inventory Only			McJunkin Red Man Corporation
MARATHON PETROLEUM-TEXAS CITY, TX	1027 Sixth Avenue South	Texas City	TX	77590	CUSTOMER BAILMENT	\$ 771.83	Inventory Only			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
MARATHON PETROLEUM-TEXAS CITY, TX	1027 Sixth Avenue South	Texas City	TX	77590	CUSTOMER BAILMENT	\$ 1,867.33	Inventory Only			McJunkin Red Man Corporation
MARATHON PETROLEUM-TEXAS CITY, TX	1027 Sixth Avenue South	Texas City	TX	77590	CUSTOMER BAILMENT	\$ 6,470.19	Inventory Only			McJunkin Red Man Corporation
MARIETTA, OH	235 Mitchell's Lane	Marietta	OH	45750		\$ 308,841.27	Service Branch	Leased		McJunkin Red Man Corporation
MASON, MI	4149 Legion Drive	Mason	MI	48854		\$ 810,744.80	Service Branch	Leased		McJunkin Red Man Corporation
MCALESTER, OK	6325 East Hwy. 270/101 East Highway 270 per SIMS	McAlester/Alderson	OK	74501		\$ 755,361.65	Service Branch			McJunkin Red Man Corporation
MCJUNKIN APPALACHIAN 9A7-OLIVER SPRINGS, TN	10435 Petros Highway	Oliver Springs	TN	37840		\$ 422,493.06	Inventory Only			McJunkin Red Man Corporation
MCKITTRICK, CA	20372 7th Standard Road	McKittrick	CA	93251		\$1,760,308.30	Service Branch			McJunkin Red Man Corporation
MEASUREMENTATION INC-COLDSRING, TX	35 Petroleum Road	Coldspring	TX	77331	CUSTOMER BAILMENT	\$ 6,801.48	Inventory Only			McJunkin Red Man Corporation
MEDFORD, OK	2500 S Highway 81	Medford	OK	73759		\$ 199,640.81	Service Branch			McJunkin Red Man Corporation

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MIDWEST PIPE COATERS-SCHERERVILLE, IN	925 Kennedy Avenue	Schererville	IN	46375	THIRD PARTY — LINE PIPE	\$ 35,901.01	Third Party Yard			McJunkin Red Man Corporation
MIDWEST PIPE COATING LLC-SCHERERVILLE, IN	925 Kennedy Avenue	Schererville	IN	46375	THIRD PARTY — LINE PIPE	\$1,179,503.02	Third Party Yard			McJunkin Red Man Corporation
MIDWEST PIPE COATING-SCHERERVILLE, IN	925 Kennedy Avenue	Schererville	IN	46375	THIRD PARTY — LINE PIPE	\$4,041,455.52	Third Party Yard			McJunkin Red Man Corporation
MILLENNIUM CHEMICALS-ASHTABULA, OH	2900 Middle Road	Ashtabula	OH	44004	CUSTOMER BAILMENT	\$ 45,273.06	Inventory Only			McJunkin Red Man Corporation
MILLENNIUM-ASHTABULA, OH	2900 Middle Road	Ashtabula	OH	44004		\$ 219,472.07	Service Branch			McJunkin Red Man Corporation
MILWAUKEE, WI	1200 West Mallory Avenue	Milwaukee	WI	53221		\$ 126,526.21		Leased		McJunkin Red Man Corporation
MISSION, TX	5500 W. Highway 107	Mission	TX	78504		\$2,067,300.83	Service Branch			McJunkin Red Man Corporation
MOBILE, AL	4099 Halls Mill Road/8013 Highway 90 per SIMS	Mobile/Moss Point	AL/MS	36693/		\$1,081,129.37	Service Branch			McJunkin Red Man Corporation
				39563						McJunkin Red Man Corporation
MOBILE-ULYSSES, KS	7 N. 11 E. 2 N. 1/2E	Ulysses	KS	67880	CUSTOMER BAILMENT	\$ 1,505.89	Inventory Only			McJunkin Red Man Corporation

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MOBILE-ULYSSES, KS	9 East	Ulysses	KS	67880	CUSTOMER BAILMENT	\$ 4,459.67	Inventory Only			McJunkin Red Man Corporation
MOCKINGBIRD MIDSTREAM GAS SERVICES-DILLEY, TX	16640 IH 35 South	Dilley	TX	78017	CUSTOMER BAILMENT	\$ 15,178.26	Inventory Only			McJunkin Red Man Corporation
MOHALL, ND	103 1st Ave. NW	Mohall	ND	58761		\$1,206,469.57	Service Branch			McJunkin Red Man Corporation
MOMENTIVE PERFORMANCE-WATERFORD, NY	260 Hudson River Road	Waterford	NY	12188	CUSTOMER BAILMENT	\$ 57,974.50	Inventory Only			McJunkin Red Man Corporation
MRC FLOMATON-FLOMATON, AL	505 Houston Street	Flomaton	AL	36441		\$ 96,576.58	Inventory Only			McJunkin Red Man Corporation
MRC LABARGE-WAGONER, OK	2220 West Highway 142/1300 North Labarge Avenue per SIMS	Wagoner	OK	74467		\$2,078,126.39	Service Branch			McJunkin Red Man Corporation
MRC RIFLE-RIFLE, CO	1879 County Road 264	Rifle	CO	81650		\$ 741,400.07	Inventory Only			McJunkin Red Man Corporation
MRC ROCK SPRINGS-ROCK SPRINGS, WY	2221 Westgate Drive	Rock Springs	WY	82901		\$ 38,541.24	Inventory Only			McJunkin Red Man Corporation

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MRC WEST ALEXANDER-WEST ALEXANDER, PA	947 Old Brick Road	West Alexander	PA	15376		\$1,641,083.99	Inventory Only	Leased		McJunkin Red Man Corporation
MRC-HESS-SEMINOLE, TX	Hwy 214	Seminole	TX	79360		\$ 139,746.69	Inventory Only			McJunkin Red Man Corporation
MRM SATELLITE STORE-HOBBS, NM	1611 West Maryland Str	Hobbs	NM	88240		\$1,205,312.07	Inventory Only			McJunkin Red Man Corporation
MT PLEASANT, MI	1302 S Mission Road	Mount Pleasant	MI	48858		\$1,223,784.39	Service Branch			McJunkin Red Man Corporation
MULTI-CHEM GROUP LLC-QUINTON, OK	1427 West Main Street	Quinton	OK	74561	CUSTOMER BAILMENT	\$ 10,901.03	Inventory Only			McJunkin Red Man Corporation
MUNSTER, IN	101 W. 45th Street	Munster	IN	46321		\$ 254,762.71	Leased — BR 032			McJunkin Red Man Corporation
MUNSTER, IN	101 W. 45th Street	Munster	IN	46321		\$8,680,724.28	Hub	Leased		McJunkin Red Man Corporation
MUSSELEWHITE TRKG CO.-LEVELLAND, TX	1700 10 Street	Levelland	TX	79336	THIRD PARTY — OCTG	\$ 6,395.36	Third Party Yard			McJunkin Red Man Corporation
NARROWS, VA	3520 Virginia Avenue	Narrows	VA	24124		\$ 672,174.64	Service Branch	Leased		McJunkin Red Man Corporation
NAVAJO REFINING-LOVINGTON, NM	Lovington Highway	Lovington	NM	88260	CUSTOMER BAILMENT	\$ 4,942.79	Inventory Only			McJunkin Red Man Corporation

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NEW MARTINSVILLE, WV	State Route 2	Proctor	WV	26055		\$ 2,633,133.90	Service Branch	Leased		McJunkin Red Man Corporation
NEW MEXICO GAS COMPANY-PLATTSMOUTH, NE	514 Carmony Road NE/203 Wiles Road per SIMS	Albuquerque/Plattsmouth	NM/NE	87107/68048	INTERNAL — BR 289	\$ 82,000.00	Inventory Only — BR 289			McJunkin Red Man Corporation
NITRO BRANCH	4 McJunkin Road	Nitro	WV	25143	INTERNAL — BR 002	\$ 13.41	Inventory Only — BR 002			McJunkin Red Man Corporation
NITRO STAGING-NITRO, WV	4 McJunkin Road	Nitro	WV	25143		\$ 676.81	Inventory Only			McJunkin Red Man Corporation
NITRO, WV	4 McJunkin Road	Nitro	WV	25143		\$25,143,567.62	Hub			McJunkin Red Man Corporation
NOBLE/E L FARMER YARD-HOUSTON, TX	15706 Beaumont Highway	Houston	TX	77013	THIRD PARTY — OCTG	\$ 2,583,944.41	Third Party Yard			McJunkin Red Man Corporation
NORRIS SUCKER RODS-WOOSTER, OH	3745 Triway Land	Wooster	OH	44691	THIRD PARTY — PBB	\$ 100,819.55	Third Party Yard — BR 042			McJunkin Red Man Corporation
NORTH CHARLESTON, SC	5945 Commerce Circle	North Charleston	SC	29406		\$ 550,049.50		Leased		McJunkin Red Man Corporation

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NORTH SALT LAKE CITY, UT	485 N 400 West	N Salt Lake City	UT	84054		\$4,624,703.67	Service Branch			McJunkin Red Man Corporation
NORTON, VA	550 Hawthorne Drive	Norton	VA	24273		\$3,316,542.28	Service Branch	Leased		McJunkin Red Man Corporation
NUTRASWEET-AUGUSTA, GA	1750 Lovers Lane	Augusta	GA	30901	CUSTOMER BAILMENT	\$ 35,209.99	Inventory Only			McJunkin Red Man Corporation
OCCIDENTAL CHEMICAL-CONVENT, LA	7377 Highway 3214	Convent	LA	70723	CUSTOMER BAILMENT	\$ 23,170.23	Inventory Only			McJunkin Red Man Corporation
OCCIDENTAL CHEMICAL-GREGORY, TX	87 Ingleside Plant Highway 361	Gregory	TX	78359	CUSTOMER BAILMENT	\$ 25,470.39	Inventory Only			McJunkin Red Man Corporation
OCCIDENTAL CHEMICAL-TAFT, LA	14 Plant Taft — 226 Highway 3142	Taft	LA	70057	CUSTOMER BAILMENT	\$ 16,687.53	Inventory Only			McJunkin Red Man Corporation
OCTG, LLP-HOUSTON, TX	9200 Sheldon Road	Houston	TX	77049	THIRD PARTY — OCTG	\$8,841,752.27	Third Party Yard			McJunkin Red Man Corporation
ODESSA DRILL PIPE RECLAMATION-ODESSA, TX	11816 W I-20 East	Odessa	TX	79763	THIRD PARTY — OCTG	\$1,191,660.93	Third Party Yard			McJunkin Red Man Corporation
ODESSA, TX	333 South County Road West	Odessa	TX	79763		\$5,961,038.65	Service Branch			McJunkin Red Man Corporation

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OKLAHOMA CITY, OK	9327 W. Reno Ave.	Oklahoma City	OK	73127		\$2,366,240.57	Service Branch			McJunkin Red Man Corporation
OLD OCEAN, TX	Hwy 35 South & FM 524	Old Ocean	TX	77463		\$ 281,233.03	Service Branch			McJunkin Red Man Corporation
ONEOK FIELD SERVICES-BUSHTON, KS	777 Avenue Y	Bushton	KS	67427	CUSTOMER BAILMENT	\$ 86,412.20	Inventory Only	Owned		McJunkin Red Man Corporation
ONEOK FIELD SERVICES-HUGOTON, KS	114 West 2nd Street	Hugoton	KS	67951	CUSTOMER BAILMENT	\$ 4,219.48	Inventory Only	Leased	\$ 5,000.00	McJunkin Red Man Corporation
ONEOK FIELD SERVICES-LAKIN, KS	993 Road T	Lakin	KS	67860	CUSTOMER BAILMENT	\$ 1,087.70	Inventory Only	Leased	\$ 3,000.00	McJunkin Red Man Corporation
ONEOK FIELD SERVICES-MEDICINE LODGE, KS	1990 SE Highway 160	Medicine Lodge	KS	67104	CUSTOMER BAILMENT	\$ 10,364.03		Leased	\$ 5,830.00	McJunkin Red Man Corporation
ONEOK FIELD SERVICES-MEDICINE LODGE, KS	1990 SE Highway 160	Medicine Lodge	KS	67104	CUSTOMER BAILMENT	\$ 10,364.03	Inventory Only	Leased	\$11,000.00	McJunkin Red Man Corporation
ONEOK FIELD SERVICES-SUN CITY, KS	1/2 N & 5W	Sun City	KS	67143	CUSTOMER BAILMENT	\$ 4,665.20	Inventory Only	Owned		McJunkin Red Man Corporation
OXY VINYLs-LA PORTE, TX	2400 Miller Cut Off Road	La Porte	TX	77571	CUSTOMER BAILMENT	\$ 16,517.55		Leased	\$ 4,400.00	McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
OXY VINYL-S-LA PORTE, TX	2400 Miller Cut Off Road	La Porte	TX	77571	CUSTOMER BAILMENT	\$ 16,517.55	Inventory Only	Leased	\$11,170.00	McJunkin Red Man Corporation
OXY-GEISMAR, LA	8318 Ashland Drive	Geismar	LA	70737	CUSTOMER BAILMENT	\$ 9,744.37		Leased	\$ 8,332.20	McJunkin Red Man Corporation
OXY-GEISMAR, LA	8318 Ashland Drive	Geismar	LA	70737	CUSTOMER BAILMENT	\$ 9,744.37	Inventory Only	Leased	\$ 4,600.00	McJunkin Red Man Corporation
PACIFIC PERFORATING-BAKERSFIELD, CA	25090 Highway 33	Bakersfield	CA	93308	THIRD PARTY — PBB	\$ 195,842.05	Third Party Yard — BR 122	Owned — BR 071		McJunkin Red Man Corporation
PACIFIC PERFORATING-BAKERSFIELD, CA	25090 Highway 33	Bakersfield	CA	93308	THIRD PARTY — PBB	\$ 195,842.05		Leased — BR865		McJunkin Red Man Corporation
PANHANDLE OILFIELD SERVICE CO- MORGANTOWN, WV	1300 Heavy Haul Road	Morgantown	WV	26508	THIRD PARTY — PBB	\$1,680,527.66	Third Party Yard — BR 017	Leased	\$ 3,810.00	McJunkin Red Man Corporation
PANHANDLE OILFIELD SERVICE CO- MORGANTOWN, WV	1300 Heavy Haul Road	Morgantown	WV	26508	THIRD PARTY — PBB	\$1,680,527.66		Leased	\$11,200.00	McJunkin Red Man Corporation
PANHANDLE OILFIELD SERVICES-JERSEY SHORE, PA	70 Maryland Avenue	Jersey Shore	PA	[]	THIRD PARTY — PBB	\$ 870,942.50	Third Party Yard — BR 065	Customer Site		McJunkin Red Man Corporation
PASADENA, TX	1423 Highway 225	Pasadena	TX	77506		\$ 231,052.69	Service Branch	Leased — BR865		McJunkin Red Man Corporation

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PATTERSON TRUCKING-CHANNELVIEW, TX	539 S Sheldon Road	Channelview	TX	77530	THIRD PARTY — OCTG	\$266,523.07		Leased	\$ 2,750.00	McJunkin Red Man Corporation
PATTERSON-CHANNELVIEW, TX	539 Sheldon Road	Channelview	TX	77530	THIRD PARTY — OCTG	\$117,710.55	Third Party Yard	Leased	\$ 2,200.00	McJunkin Red Man Corporation
PATTERSON-CHANNELVIEW, TX	539 Sheldon Road	Channelview	TX	77530	THIRD PARTY — OCTG	\$117,710.55		Leased	\$ 2,800.00	McJunkin Red Man Corporation
PENN VA OIL-RAVENCLIFF, WV	Old Rt 5	Ravencliff	WV	25913	CUSTOMER BAILMENT	\$ 7,433.06		Owned		McJunkin Red Man Corporation
PENN VA OIL-RAVENCLIFF, WV	Old Rt 5	Ravencliff	WV	25913	CUSTOMER BAILMENT	\$ 7,433.06	Inventory Only	Leased	\$ 1,275.00	McJunkin Red Man Corporation
PENNSYLVANIA GENERAL ENERGY-MARIENVILLE, PA	Route 66 North	Marienville	PA	16239	CUSTOMER BAILMENT	\$ 44,509.91		Leased	\$ 3,250.00	McJunkin Red Man Corporation
PENNSYLVANIA GENERAL ENERGY-MARIENVILLE, PA	Route 66 North	Marienville	PA	16239	CUSTOMER BAILMENT	\$ 44,509.91	Inventory Only	Leased	\$20,592.00	McJunkin Red Man Corporation
PENNSYLVANIA GENERAL ENERGY-MARIENVILLE, PA	Route 66 North	Marienville	PA	16239	CUSTOMER BAILMENT	\$260,511.65		Leased	\$ 3,300.00	McJunkin Red Man Corporation
PENNSYLVANIA GENERAL ENERGY-MARIENVILLE, PA	Route 66 North	Marienville	PA	16239	CUSTOMER BAILMENT	\$260,511.65	Inventory Only	Leased	\$ 3,250.00	McJunkin Red Man Corporation
PENNSYLVANIA GENERAL ENERGY-PORT ALLEGANY, PA	3448 RT 155N	Port Allegany	PA	16743	CUSTOMER BAILMENT	\$660,711.89	Inventory Only	Owned		McJunkin Red Man Corporation

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PERRYTON, TX	513 SE 9th Street	Perryton	TX	79070		\$ 887,497.25	Service Branch	Leased	\$ 6,500.00	McJunkin Red Man Corporation
PESCO-FARMINGTON, NM	2400 Bloomfield Highway	Farmington	NM	87401	CUSTOMER BAILMENT	\$ 24,182.48		Leased	\$ 1,200.00	McJunkin Red Man Corporation
PESCO-FARMINGTON, NM	2400 Bloomfield Highway	Farmington	NM	87401	CUSTOMER BAILMENT	\$ 24,182.48	Inventory Only	Leased	\$ 7,556.05	McJunkin Red Man Corporation
PETROLEUM SERVICE-WOODWARD, OK	2421 Western Avenue	Woodward	OK	73801	THIRD PARTY	\$5,713,139.52	Third Party Yard	Owned		McJunkin Red Man Corporation
PETROLEUM SERVICE-WOODWARD, OK	2421 Western Avenue	Woodward	OK	73801	THIRD PARTY	\$5,713,139.52		Leased	\$17,268.24	McJunkin Red Man Corporation
PHILADELPHIA, PA	1001 Industrial Highway	Eddystone	PA	19022		\$ 864,093.52	Service Branch	Leased		McJunkin Red Man Corporation
PHOENIX/COUPLING SPECIALTIES-CHANNELVIEW, TX	437 S Sheldon Road	Channelview	TX	77530	THIRD PARTY — OCTG	\$ 67,682.26	Third Party Yard	Leased	\$ 350.00	McJunkin Red Man Corporation
PIKEVILLE, KY	389 Tollage Creek Bldg 1	Pikeville	KY	41501		\$2,877,202.19	Service Branch	Leased		McJunkin Red Man Corporation
PITTSBURGH, PA	1103 Station Street	Coraopolis	PA	15108		\$3,781,303.86	Service Branch	Customer Site		McJunkin Red Man Corporation

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PITTSBURGH, PA	1103 Station Street	Coraopolis	PA	15108		\$3,781,303.86		Leased		McJunkin Red Man Corporation
PJ OPERATING CORP- WOOSTER, OH	426 South Grant Street	Wooster	OH	44691	THIRD PARTY — PBB	\$ 5,785.31				McJunkin Red Man Corporation
PNEUMATIC PRODUCTS- OCALA, FL	4647 SW 40th Avenue	Ocala	FL	34474	CUSTOMER BAILMENT	\$ 74,432.51	Inventory Only			McJunkin Red Man Corporation
PONCA CITY, OK	3400 S 7th Street	Ponca City	OK	74601		\$ 403,168.77	Service Branch			McJunkin Red Man Corporation
POWELL, WY	1175 Panther Blvd	Powell	WY	82435		\$ 291,763.86	Service Branch			McJunkin Red Man Corporation
PPG INDUSTRIES- WESTLAKE, LA	1300 PPG Drive	Westlake	LA	70669	CUSTOMER BAILMENT	\$ 405,762.72	Inventory Only			McJunkin Red Man Corporation
PRADON CONSTRUCTION-ODESSA, TX	2100 W 83rd Street	Odessa	TX	79764	THIRD PARTY	\$2,843,986.25	Third Party Yard			McJunkin Red Man Corporation
PRATT, KS	40061 N. 281 Highway	Pratt	KS	67124		\$ 614,058.45	Service Branch			McJunkin Red Man Corporation
PRECISION BOILER LLC- MORRISTOWN, TN	5727 Superior Drive	Morristown	TN	37814	CUSTOMER BAILMENT	\$ 4,720.68	Inventory Only			McJunkin Red Man Corporation
PROCTOR&GAMBLE C/O HJ RUSSELL/FDI- CINCINNATI, OH	3875 Reservoir Road	Lima	OH	45801	CUSTOMER BAILMENT	\$ 9,586.97	Inventory Only			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
PURCHASING SERVICES WAREHOUSE-HOUSTON, TX	2333 Clinton Drive/4732 Darien per SIMS	Galena Park/Houston	TX	77547		\$ 63,502.85	Admin Branch			McJunkin Red Man Corporation
PYROMATION/DEISTER UNIQUE MATERIAL- INDIANAPOLIS, IN	8399 Zionsville Road	Indianapolis	IN	46268	INTERNAL — BR 099	\$ 14,786.11	Inventory Only — BR 099			McJunkin Red Man Corporation
QUESTAR E & P-VERNAL, UT	11002 East 17500 South	Vernal	UT	84078	CUSTOMER BAILMENT	\$ 49,148.11	Inventory Only			McJunkin Red Man Corporation
QUESTAR GAS MANAGEMENT-VERNAL, UT	1601 E 1700 S	Vernal	UT	84078	CUSTOMER BAILMENT	\$ 16,441.06				McJunkin Red Man Corporation
QUESTAR GAS MANAGEMENT-VERNAL, UT	1601 E 1700 S	Vernal	UT	84078	CUSTOMER BAILMENT	\$ 16,441.06	Inventory Only			McJunkin Red Man Corporation
RANGE RESOURCES CORP-TONKAWA, OK	303 Thunderbird Road	Tonkawa	OK	74653	TRAILER	\$ 14,427.33	Inventory Only			McJunkin Red Man Corporation
RANGELY, CO	14800 State Highway 64	Rangely	CO	81648		\$ 951,537.07	Service Branch			McJunkin Red Man Corporation
REBAR COATINGS/COMMERCIAL RESINS-COMMERCE CITY, CO	8100 East 96th Avenue	Commerce City	CO	80640	THIRD PARTY — LINE PIPE	\$1,318,608.09	Third Party Yard			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
REYNOLDS TRANSPORTATION- GILLETTE, WY	601 Larch Street	Gillette	WY	82716	THIRD PARTY — PBB	\$1,306,597.93	Third Party Yard — BR 068			McJunkin Red Man Corporation
RICHMOND, VA	2500 Bellwood Road	Richmond	VA	23237		\$2,686,269.83	Service Branch	Leased		McJunkin Red Man Corporation
RIFLE, CO	2001 County Road 319	Rifle	CO	81650		\$2,380,397.39	Service Branch			McJunkin Red Man Corporation
RIVERTON, WY	25 County Acres Road	Riverton	WY	82501		\$ 482,614.05	Service Branch			McJunkin Red Man Corporation
ROCK SPRINGS, WY	2851 Yellowstone Road	Rock Springs	WY	82901		\$3,941,237.20	Service Branch			McJunkin Red Man Corporation
ROHM & HAAS-DEER PARK, TX	1900 Tidal Road	Deer Park	TX	77015	CUSTOMER BAILMENT	\$ 2,437.73				McJunkin Red Man Corporation
ROHM & HAAS-DEER PARK, TX	1900 Tidal Road	Deer Park	TX	77015	CUSTOMER BAILMENT	\$ 6,304.69	Inventory Only			McJunkin Red Man Corporation
ROHM & HAAS-DEER PARK, TX	1900 Tidal Road	Deer Park	TX	77015	CUSTOMER BAILMENT	\$ 8,694.60	Inventory Only			McJunkin Red Man Corporation
ROHM & HAAS-DEER PARK, TX	1900 Tidal Road	Deer Park	TX	77015	CUSTOMER BAILMENT	\$ 14,272.19				McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
ROHM & HAAS-DEER PARK, TX	1900 Tidal Road	Deer Park	TX	77015	CUSTOMER BAILMENT	\$ 14,272.19	Inventory Only			McJunkin Red Man Corporation
ROHM & HAAS-LA PORTE, TX	13300 Bay Area Blvd	La Porte	TX	77571	CUSTOMER BAILMENT	\$ 15,146.27	Inventory Only			McJunkin Red Man Corporation
ROHM & HAAS-LOUISVILLE, KY	4300 Camp Ground Road	Louisville	KY	40216	CUSTOMER BAILMENT	\$ 9,986.38	Inventory Only			McJunkin Red Man Corporation
ROOSEVELT, UT	1687 West Hwy 40	Roosevelt	UT	84066		\$1,540,411.57	Inventory Only			McJunkin Red Man Corporation
S I W PIPE AND SUPPLY-ODESSA, TX	6149 W 10th Street	Odessa	TX	79763	THIRD PARTY — OCTG	\$ 15,268.82	Third Party Yard			McJunkin Red Man Corporation
S I W PIPE AND SUPPLY-ODESSA, TX	6149 W 10th Street	Odessa	TX	79763	THIRD PARTY — OCTG	\$ 15,268.82				McJunkin Red Man Corporation
SAINT PAUL PARK REFINING CO LLC-SAINTE PAUL PARK, MN	459 3rd Street	Saint Paul Park	MN	55071	CUSTOMER BAILMENT	\$ 927.93	Inventory Only			McJunkin Red Man Corporation
SAINT PAUL PARK REFINING CO LLC-SAINTE PAUL PARK, MN	459 3rd Street	Saint Paul Park	MN	55071	CUSTOMER BAILMENT	\$ 934.39	Inventory Only			McJunkin Red Man Corporation
SAINT PAUL PARK REFINING CO LLC-SAINTE PAUL PARK, MN	459 3rd Street	Saint Paul Park	MN	55071	CUSTOMER BAILMENT	\$ 943.57	Inventory Only			McJunkin Red Man Corporation
SAINT PAUL PARK REFINING CO LLC-SAINTE PAUL PARK, MN	459 3rd Street	Saint Paul Park	MN	55071	CUSTOMER BAILMENT	\$ 1,275.20	Inventory Only			McJunkin Red Man Corporation

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SAINT PAUL PARK REFINING CO LLC- SAINT PAUL PARK, MN	459 3rd Street	Saint Paul Park	MN	55071	CUSTOMER BAILMENT	\$ 1,728.61	Inventory Only			McJunkin Red Man Corporation
SAINT PAUL PARK REFINING CO LLC- SAINT PAUL PARK, MN	459 3rd Street	Saint Paul Park	MN	55071	CUSTOMER BAILMENT	\$ 1,868.47	Inventory Only			McJunkin Red Man Corporation
SAINT PAUL PARK REFINING CO LLC- SAINT PAUL PARK, MN	459 3rd Street	Saint Paul Park	MN	55071	CUSTOMER BAILMENT	\$ 3,571.28	Inventory Only			McJunkin Red Man Corporation
SAINT PAUL PARK REFINING CO LLC- SAINT PAUL PARK, MN	459 3rd Street	Saint Paul Park	MN	55071	CUSTOMER BAILMENT	\$ 4,723.07	Inventory Only			McJunkin Red Man Corporation
SAINT PAUL PARK REFINING CO LLC- SAINT PAUL PARK, MN	459 3rd Street	Saint Paul Park	MN	55071	CUSTOMER BAILMENT	\$ 5,659.24	Inventory Only			McJunkin Red Man Corporation
SAINT PAUL PARK REFINING CO LLC- SAINT PAUL PARK, MN	459 3rd Street	Saint Paul Park	MN	55071	CUSTOMER BAILMENT	\$ 7,405.67	Inventory Only			McJunkin Red Man Corporation
SAN ANTONIO, TX	5885 FM 1346	San Antonio	TX	78220		\$1,681,751.98	Hub			McJunkin Red Man Corporation
SAN ARDO, CA	66893 Sargent Kenyon Road	San Ardo	CA	93450		\$ 65,675.80	Service Branch			McJunkin Red Man Corporation
SEARCY, AR	2301 Eastline Road-1720 Queensway Street per SIMS	Searcy	AR	72143		\$ 912,530.12	Service Branch			McJunkin Red Man Corporation

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SEKISUI SPECIALTY CHEMICAL-PASADENA, TX	1423 Highway 225	Pasadena	TX	77506	CUSTOMER BAILMENT	\$ 3,836.95	Inventory Only			McJunkin Red Man Corporation
SENECA RESOURCES-BROOKVILLE, PA	51 Zents Blvd	Brookville	PA	15825	CUSTOMER BAILMENT	\$ 58,213.66	Inventory Only			McJunkin Red Man Corporation
SHAWCOR PIPE PROTECTION-FONTANA, CA	14000 San Bernardino Avenue	Fontana	CA	92335	THIRD PARTY — LINE PIPE	\$ 136,958.08	Third Party Yard			McJunkin Red Man Corporation
SHAWCOR PIPE PROTECTION-PEARLAND, TX	4501 Knapp Road	Pearland	TX	77581	THIRD PARTY — LINE PIPE	\$14,502,016.32	Third Party Yard			McJunkin Red Man Corporation
SHAWCOR PIPE PROTECTION-VINEYARD, UT	1750 N Pioneer Lane	Vineyard	UT	84058	THIRD PARTY — LINE PIPE	\$16,259,297.37	Third Party Yard			McJunkin Red Man Corporation
SHELL REFINING-ANACORTES, WA	600 South Texas Road	Anacortes	WA	98221	CUSTOMER BAILMENT	\$ 22,406.79	Inventory Only			McJunkin Red Man Corporation
SHELL-MARTINEZ, CA	3845 Pacheco Blvd	Martinez	CA	94553	CUSTOMER BAILMENT	\$ 4,419.61	Inventory Only	Owned		McJunkin Red Man Corporation
SHELL-MARTINEZ, CA	3845 Pacheco Blvd	Martinez	CA	94553	CUSTOMER BAILMENT	\$ 11,381.51	Inventory Only			McJunkin Red Man Corporation
SHELL-MARTINEZ, CA	3845 Pacheco Blvd	Martinez	CA	94553	CUSTOMER BAILMENT	\$ 15,637.86	Inventory Only			McJunkin Red Man Corporation

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>RB Type</u>	<u>Inventory Value</u>	<u>Type</u>	<u>Leased/Owned</u>	<u>Rent Expense (monthly)</u>	<u>Perfection Entity</u>
SHELL-MARTINEZ, CA	3845 Pacheco Blvd	Martinez	CA	94553	CUSTOMER BAILMENT	\$ 15,832.46	Inventory Only			McJunkin Red Man Corporation
SHELL-MARTINEZ, CA	3845 Pacheco Blvd	Martinez	CA	94553	CUSTOMER BAILMENT	\$ 20,834.16	Inventory Only			McJunkin Red Man Corporation
SHELL-MARTINEZ, CA	3845 Pacheco Blvd	Martinez	CA	94553	CUSTOMER BAILMENT	\$ 21,527.31	Inventory Only			McJunkin Red Man Corporation
SHREVEPORT, LA	9104 Linwood Ave.	Shreveport	LA	71106		\$2,632,012.47	Service Branch	Agency		McJunkin Red Man Corporation
SIDNEY, MT	2650 South Central	Sidney	MT	59270		\$ 550,720.98	Service Branch	Agency		McJunkin Red Man Corporation
SIVANCE LLC-GAINESVILLE, FL	5002 NE 54th Place	Gainesville	FL	32609	CUSTOMER BAILMENT	\$ 6,753.97	Inventory Only	Owned		McJunkin Red Man Corporation
SOLDOTNA, AK	35159 K-B Drive	Soldotna	AK	99669		\$ 966,608.92	Service Branch	Leased	\$5,500.00	McJunkin Red Man Corporation
SOLUTIA-GREENWOOD, SC	Highway 246	Greenwood	SC	29646	CUSTOMER BAILMENT	\$ 7,149.50		Owned		McJunkin Red Man Corporation
SOLUTIA-GREENWOOD, SC	Highway 246	Greenwood	SC	29646	CUSTOMER BAILMENT	\$ 7,149.50	Inventory Only	Leased	\$4,320.00	McJunkin Red Man Corporation
SOLVAY ADVANCED POLYMERS-AUGUSTA, GA	1870 Tobacco Road	Augusta	GA	30906	CUSTOMER BAILMENT	\$ 8,276.70		Leased	\$5,200.00	McJunkin Red Man Corporation

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SOLVAY ADVANCED POLYMERS-AUGUSTA, GA	1870 Tobacco Road	Augusta	GA	30906	CUSTOMER BAILMENT	\$ 8,276.70	Inventory Only	Leased	\$11,848.32	McJunkin Red Man Corporation
SOLVAY ADVANCED POLYMERS-AUGUSTA, GA	1870 Tobacco Road	Augusta	GA	30906	CUSTOMER BAILMENT	\$31,699.02		Leased	\$ 8,901.00	McJunkin Red Man Corporation
SOLVAY ADVANCED POLYMERS-AUGUSTA, GA	1870 Tobacco Road	Augusta	GA	30906	CUSTOMER BAILMENT	\$31,699.02	Inventory Only	Leased	\$ 9,571.56	McJunkin Red Man Corporation
SOLVAY MINERALS-GREEN RIVER, WY	West of Green River	Green River	WY	82935	CUSTOMER BAILMENT	\$31,988.89		Leased	\$ 8,933.33	McJunkin Red Man Corporation
SOLVAY MINERALS-GREEN RIVER, WY	West of Green River	Green River	WY	82935	CUSTOMER BAILMENT	\$31,988.89	Inventory Only	Leased	\$ 7,500.00	McJunkin Red Man Corporation
SOUTH JERSEY GAS-FRANKLINVILLE, NJ	170 Paradise Blvd	Franklinville	NJ	08322	CUSTOMER BAILMENT	\$16,024.78		Leased	\$ 2,000.00	McJunkin Red Man Corporation
SOUTH JERSEY GAS-FRANKLINVILLE, NJ	170 Paradise Blvd	Franklinville	NJ	08322	CUSTOMER BAILMENT	\$16,024.78	Inventory Only	Leased	\$12,766.67	McJunkin Red Man Corporation
SOUTH JERSEY GAS-GLASSBORO, NJ	142 South Main Street	Glassboro	NJ	08028	CUSTOMER BAILMENT	\$48,960.14		Owned		McJunkin Red Man Corporation
SOUTH JERSEY GAS-GLASSBORO, NJ	142 South Main Street	Glassboro	NJ	08028	CUSTOMER BAILMENT	\$48,960.14	Inventory Only	Leased	\$ 2,350.00	McJunkin Red Man Corporation

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SOUTH JERSEY GAS-MILLVILLE, NJ	1211 North 2nd Street	Millville	NJ	08232	CUSTOMER BAILMENT	\$55,500.69		Owned		McJunkin Red Man Corporation
SOUTH JERSEY GAS-MILLVILLE, NJ	1211 North 2nd Street	Millville	NJ	08232	CUSTOMER BAILMENT	\$55,500.69	Inventory Only	Leased	\$ 5,000.00	McJunkin Red Man Corporation
SOUTH JERSEY GAS-PLEASANTVILLE, NJ	230 New North Road	Pleasantville	NJ	08232	CUSTOMER BAILMENT	\$12,753.64		Leased	\$ 4,000.00	McJunkin Red Man Corporation
SOUTH JERSEY GAS-PLEASANTVILLE, NJ	230 New North Road	Pleasantville	NJ	08232	CUSTOMER BAILMENT	\$12,753.64	Inventory Only	Leased	\$11,258.75	McJunkin Red Man Corporation
SOUTH JERSEY GAS-PLEASANTVILLE, NJ	111 North Franklin Avenue	Pleasantville	NJ	08232	CUSTOMER BAILMENT	\$57,444.47		Leased	\$ 4,860.00	McJunkin Red Man Corporation
SOUTH JERSEY GAS-PLEASANTVILLE, NJ	111 North Franklin Avenue	Pleasantville	NJ	08232	CUSTOMER BAILMENT	\$57,444.47	Inventory Only	Leased	\$17,633.33	McJunkin Red Man Corporation
SOUTH JERSEY GAS-SWANTON, NJ	916 Rt 9 North	Swainton	NJ	08210	CUSTOMER BAILMENT	\$13,800.97		Leased	\$ 7,100.00	McJunkin Red Man Corporation
SOUTH JERSEY GAS-SWANTON, NJ	916 Rt 9 North	Swainton	NJ	08210	CUSTOMER BAILMENT	\$13,800.97	Inventory Only	Leased	\$17,000.00	McJunkin Red Man Corporation
SOUTH JERSEY GAS-SWANTON, NJ	1708 Rt 9 North	Swainton	NJ	08210	CUSTOMER BAILMENT	\$66,042.38		Leased	\$ 5,340.50	McJunkin Red Man Corporation
SOUTH JERSEY GAS-SWANTON, NJ	1708 Rt 9 North	Swainton	NJ	08210	CUSTOMER BAILMENT	\$66,042.38	Inventory Only	Leased	\$15,000.00	McJunkin Red Man Corporation

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SOUTH JERSEY GAS-VINELAND, NJ	805 Sheridan Ave	Vineland	NJ	08361	CUSTOMER BAILMENT	\$ 17,557.91		Leased	\$ 7,366.66	McJunkin Red Man Corporation
SOUTH JERSEY GAS-VINELAND, NJ	805 Sheridan Ave	Vineland	NJ	08361	CUSTOMER BAILMENT	\$ 17,557.91	Inventory Only	Agency		McJunkin Red Man Corporation
SOUTH JERSEY GAS-WATERFORD WORKS, NJ	305 Center Avenue	Waterford Works	NJ	08089	CUSTOMER BAILMENT	\$ 2,357.23	Inventory Only	Leased	\$ 4,000.00	McJunkin Red Man Corporation
SOUTHWEST SUPPLY-HAZLEHURST, MS	19120 Highway 51	Hazlehurst	MS	39083	CUSTOMER BAILMENT	\$ 12,577.86		Leased	\$12,400.00	McJunkin Red Man Corporation
SOUTHWEST SUPPLY-HAZLEHURST, MS	19120 Highway 51	Hazlehurst	MS	39083	CUSTOMER BAILMENT	\$ 12,577.86	Inventory Only	Leased	\$ 8,451.67	McJunkin Red Man Corporation
ST PAUL, MN	353 Fillmore Avenue East	St. Paul	MN	55107		\$ 504,875.48	Service Branch	Leased	\$ 5,500.00	McJunkin Red Man Corporation
ST PAUL, MN	353 Fillmore Avenue East	St. Paul	MN	55107		\$ 504,875.48		Leased	\$ 5,400.00	McJunkin Red Man Corporation
ST. ALBANS, WV	Route 35, NorthWinfield Road	St. Albans	WV	25177		\$1,990,909.80	Inventory Only	Leased	\$ 7,800.00	McJunkin Red Man Corporation
ST. ALBANS, WV	Route 35, NorthWinfield Road	St. Albans	WV	25177		\$1,990,909.80		Leased	\$12,900.00	McJunkin Red Man Corporation

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ST. LOUIS, MO	1318 Pine Bluff Drive/3672 Highway 111 per SIMS	St. Charles/Granite City	MO/IL	63304/620	40	\$ 461,142.74	Service Branch	Owned		McJunkin Red Man Corporation
ST. LOUIS, MO	1318 Pine Bluff Drive/3672 Highway 111 per SIMS	St. Charles/Granite City	MO/IL	63304/620	40	\$ 461,142.74		Leased	\$ 4,800.00	McJunkin Red Man Corporation
STALLION OILFIELD SERVICE-WILLISTON, ND	14070 49th Street NW	Williston	ND	58801	THIRD PARTY — OCTG	\$ 550,737.82	Third Party Yard	Leased	\$15,000.00	McJunkin Red Man Corporation
STALLION OILFIELD SERVICE-WILLISTON, ND	14070 49th Street NW	Williston	ND	58801	THIRD PARTY — OCTG	\$ 550,737.82		Leased	\$12,945.66	McJunkin Red Man Corporation
STANLEY, ND	6161 Highway 8	Stanley	ND	58784		\$1,837,560.16	Service Branch	Leased	\$22,300.00	McJunkin Red Man Corporation
STAR TUBULAR SERVICES-LONE STAR, TX	FM 250 Box 300	Lone Star	TX	75668	THIRD PARTY	\$5,871,043.53	Third Party Yard	Leased	\$28,125.00	McJunkin Red Man Corporation
STEWART TUBULAR PRODUCTS-HOUSTON, TX	1810 Afton	Houston	TX	77055	THIRD PARTY — OCTG	\$ 29,095.35	Third Party Yard	Leased	\$ 2,708.00	McJunkin Red Man Corporation
STUPP CORPORATION-BATON ROUGE, LA	12555 Ronaldson Road	Baton Rouge	LA	70807	THIRD PARTY — LINE PIPE MILL	\$2,849,047.38	Third Party Yard			McJunkin Red Man Corporation
STUPP CORPORATION-BATON ROUGE, LA	12555 Ronaldson Road	Baton Rouge	LA	70807	THIRD PARTY — LINE PIPE MILL	\$2,849,047.38		Leased	\$ 2,850.00	McJunkin Red Man Corporation

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SUPERIOR INSPECTION SERVICE, INC- KALKASKA, MI	1864 Prough Road SW	Kalkaska	MI	49646	THIRD PARTY — PBB	\$610,053.14	Third Party Yard — BR 218	Leased	\$6,000.00	McJunkin Red Man Corporation
SUPERIOR INSPECTION SERVICE, INC- KALKASKA, MI	1864 Prough Road SW	Kalkaska	MI	49646	THIRD PARTY — PBB	\$610,053.14		Leased	\$3,600.00	McJunkin Red Man Corporation
SNYDER, TX	3913 LaMesa Highway	Snyder	TX	79549		\$295,941.72	Service Branch	Leased	\$4,603.33	McJunkin Red Man Corporation
TARGA RESOURCES-EUNICE, NM	Texas Avenue & 4th Street	Eunice	NM	88231	CUSTOMER BAILMENT	\$ 2,965.66	Inventory Only			McJunkin Red Man Corporation
TARGA RESOURCES-GALENA PARK, TX	12807 American Petroleum Rd	Galena Park	TX	77547	CUSTOMER BAILMENT	\$ 4,399.55	Inventory Only			McJunkin Red Man Corporation
TARGA RESOURCES-LOVINGTON, NM	Lovington Highway	Lovington	NM	88260	CUSTOMER BAILMENT	\$ 326.10	Inventory Only			McJunkin Red Man Corporation
TARGA RESOURCES-LOVINGTON, NM	Lovington Highway	Lovington	NM	88260	CUSTOMER BAILMENT	\$ 997.68	Inventory Only			McJunkin Red Man Corporation
TARGA RESOURCES-LOVINGTON, NM	Lovington Highway	Lovington	NM	88260	CUSTOMER BAILMENT	\$ 7,315.77	Inventory Only			McJunkin Red Man Corporation
TARGA RESOURCES-MONT BELVIEU, TX	10319 Highway 146 North	Mont Belvieu	TX	77523	CUSTOMER BAILMENT	\$ 60,006.35	Inventory Only			McJunkin Red Man Corporation

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TARGA RESOURCES-MONUMENT, NM	Monument Highway	Monument	NM	88265	CUSTOMER BAILMENT	\$ 11,741.05	Inventory Only			McJunkin Red Man Corporation
TEJAS TUBULAR PROCESSING, INC-HOUSTON, TX	8640 N Green River Drive	Houston	TX	77028	THIRD PARTY — OCTG	\$ 34,838.90	Third Party Yard			McJunkin Red Man Corporation
TEXAS CITY, TX	4705 Highway 1765	La Marque	TX	77568		\$ 582,772.60	Service Branch			McJunkin Red Man Corporation
TEXAS STEEL CONV-HOUSTON, TX	3101 Holmes Road	Houston	TX	77021	THIRD PARTY — OCTG	\$ 2,015.50				McJunkin Red Man Corporation
THILMANY, LLC-DE PERE, WI	200 Main Avenue	De Pere	WI	54115	CUSTOMER BAILMENT	\$ 2,469.98	Inventory Only			McJunkin Red Man Corporation
THILMANY, LLC-KAUKAUNA, WI	600 Thilmany Road	Kaukauna	WI	54130	CUSTOMER BAILMENT	\$ 16,254.09	Inventory Only			McJunkin Red Man Corporation
TIOGA, ND	10356 68th Street Northwest	Tioga	ND	58852		\$1,997,594.62	Service Branch			McJunkin Red Man Corporation
TIOGA, ND	Hwy 40 North and Signal Road	Tioga	ND	58852		\$2,325,621.56	Service Branch			McJunkin Red Man Corporation
TK LINER SHOP-ODESSA, TX	2400 Stevens Road	Odessa	TX	79764	THIRD PARTY — OCTG	\$ 619,024.66	Third Party Yard			McJunkin Red Man Corporation

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TKI-MOATSVILLE, WV	Route 1, Box 256	Moatsville	WV	26405	THIRD PARTY — PBB	\$ 8,802.61	Third Party Yard — BR 017			McJunkin Red Man Corporation
TMK IPSCO-BROOKFIELD, OH	6880 Parkway Drive	Brookfield	OH	44403	THIRD PARTY — OCTG	\$ 6,879.17	Third Party Yard			McJunkin Red Man Corporation
TOLEDO QUALITY NIPPLES-TOLEDO, OH	3110 Frenchmens Road	Toledo	OH	43607	INTERNAL — BR 152	\$ 83,039.06	Inventory Only — BR 152			McJunkin Red Man Corporation
TOLEDO, OH	3110 Frenchmens Road	Toledo	OH	43607		\$2,137,293.11	Service Branch	Leased		McJunkin Red Man Corporation
TREND GATHERING AND TREATING-FRANKLIN, TX	9771 FM 979 East	Franklin	TX	77856	CUSTOMER BAILMENT	\$ 52,077.18	Inventory Only			McJunkin Red Man Corporation
TUBO AMELIA SOUTH-AMELIA, LA	2112 Highway 662 N	Amelia	LA	70340	THIRD PARTY — OCTG	\$5,829,330.37	Third Party Yard			McJunkin Red Man Corporation
TUBO-CTG-PERMIAN ODSA-ODESSA, TX	316 South Williams	Odessa	TX	79763	THIRD PARTY — OCTG	\$ 490,694.15	Third Party Yard			McJunkin Red Man Corporation
TUBO-INSP-CTG-HARVEY-BC AREA-HARVEY, LA	1208 First Avenue	Harvey	LA	70058	THIRD PARTY — OCTG	\$ 8,004.30	Third Party Yard			McJunkin Red Man Corporation
TUBO-INSP-FARMINGTON-AZTEC, NM	#30 Road 3351	Aztec	NM	87410	THIRD PARTY — OCTG	\$ 355,774.99	Third Party Yard			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
TUBO-INSP-HUGHES SPRINGS, TX	Highway 161 South	Hughes Springs	TX	75656	THIRD PARTY — OCTG	\$ 60,832.25	Third Party Yard			McJunkin Red Man Corporation
TUBO-INSP-OKLAHOMA CITY, OK	1800 SE 44th Street	Oklahoma City	OK	73127	THIRD PARTY — OCTG	\$ 257,829.75	Third Party Yard			McJunkin Red Man Corporation
TUBO-NORTH-INSP-INT'L-HOUSTON, TX	10222 Sheldon Road	Houston	TX	77049	THIRD PARTY	\$20,706,004.13	Third Party Yard			McJunkin Red Man Corporation
TUBOSCOPE COATING EDMOND OK-EDMOND, OK	3600 S Kelley	Edmond	OK	73013	THIRD PARTY — OCTG	\$ 177,020.79	Third Party Yard			McJunkin Red Man Corporation
TUBOSCOPE COATING-HOUMA, LA	209 East Woodlawn Ranch Road	Houma	LA	70363	THIRD PARTY — OCTG	\$ 2,928.52	Third Party Yard			McJunkin Red Man Corporation
TUBOSCOPE COATING-MIDLAND-ODESSA, TX	11919 County Road 128 W	Odessa	TX	79765	THIRD PARTY — OCTG	\$ 1,150,329.15	Third Party Yard			McJunkin Red Man Corporation
TUBOSCOPE-HOUSTON, TX	12100 West Little York	Houston	TX	77041	THIRD PARTY — OCTG	\$ 590.39	Third Party Yard			McJunkin Red Man Corporation
TUBOSCOPE-HOUSTON, TX	10222 Sheldon Road	Houston	TX	77049	THIRD PARTY — OCTG	\$ 91,252.35	Third Party Yard			McJunkin Red Man Corporation
TUBOSCOPE-WILLISTON, ND	N County Road 7	Williston	ND	58801	THIRD PARTY — OCTG	\$ 2,099,511.22	Third Party Yard			McJunkin Red Man Corporation
TUBO-SOUTH-INSP-HOUSTON, TX	9015 Sheldon Road	Houston	TX	77049	THIRD PARTY — OCTG	\$ 7,081,188.83	Third Party Yard			McJunkin Red Man Corporation

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
TUBULAR SERVICES- JPORT-HOUSTON, TX	2030 Jacinto Port Blvd	Houston	TX	77015	THIRD PARTY — OCTG	\$ 124,080.14	Third Party Yard			McJunkin Red Man Corporation
TUBULAR SERVICES- MCCARTY-HOUSTON, TX	1010 Mccarty Street	Houston	TX	77029	THIRD PARTY — OCTG	\$ 550,282.26	Third Party Yard			McJunkin Red Man Corporation
TUBULAR SOLUTIONS, LLC-HOUSTON, TX	8800 Miller Road 2	Houston	TX	77049	THIRD PARTY — OCTG	\$ 666.98				McJunkin Red Man Corporation
TULSA, OK	1336 N 143rd E Ave	Tulsa	OK	74116		\$1,835,143.06	Service Branch			McJunkin Red Man Corporation
TURNER BROTHERS- EDMOND, OK	4725 North Blvd	Edmond	OK	73013	THIRD PARTY — OCTG	\$5,093,678.58	Third Party Yard			McJunkin Red Man Corporation
UGI CENTRAL PENNSYLVANIA GAS INC-WATERFORD, NJ	305 Center Avenue	Waterford	NJ	08089	INTERNAL — BR 020	\$ 133,200.01	Inventory Only — BR 020			McJunkin Red Man Corporation
ULTRA PREMIUM OILFIELD SERVICE- ODESSA, TX	3333 Brazos	Odessa	TX	79763	THIRD PARTY — OCTG	\$ 57,791.81	Third Party Yard			McJunkin Red Man Corporation
ULTRA PREMIUM- HOUSTON, TX	8216 Miller Road #3	Houston	TX	77049	THIRD PARTY — OCTG	\$ 9,387.02	Third Party Yard			McJunkin Red Man Corporation
ULYSSES, KS	2300 West Oklahoma	Ulysses	KS	67880		\$ 481,946.17	Service Branch			McJunkin Red Man Corporation

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>RB Type</u>	<u>Inventory Value</u>	<u>Type</u>	<u>Leased/Owned</u>	<u>Rent Expense (monthly)</u>	<u>Perfection Entity</u>
UNITED CITIES GAS-COLUMBIA, TN	810 Nashville Highway	Columbia	TN	38401	CUSTOMER BAILMENT	\$45,971.43	Inventory Only			McJunkin Red Man Corporation
UNITED CITIES GAS-FRANKLIN, TN	127 2nd Avenue North	Franklin	TN	37064	CUSTOMER BAILMENT	\$43,605.11	Inventory Only			McJunkin Red Man Corporation
UNITED CITIES GAS-GREENVILLE, TN	1221 Snapps Ferry Road	Greenville	TN	37745	CUSTOMER BAILMENT	\$12,524.61	Inventory Only			McJunkin Red Man Corporation
UNITED CITIES GAS-JOHNSON CITY, TN	2833 West Market Street	Johnson City	TN	37604	CUSTOMER BAILMENT	\$48,544.96	Inventory Only			McJunkin Red Man Corporation
UNITED CITIES GAS-MARION, VA	555 South Main Street	Marion	VA	24354	CUSTOMER BAILMENT	\$18,903.04	Inventory Only			McJunkin Red Man Corporation
UNITED CITIES GAS-MARYVILLE, TN	1639 Robert C Jackson Drive	Maryville	TN	37801	CUSTOMER BAILMENT	\$45,324.89	Inventory Only			McJunkin Red Man Corporation
UNITED CITIES GAS-MORRISTOWN, TN	1335 W Andrew Johnson Way	Morristown	TN	37801	CUSTOMER BAILMENT	\$32,113.67				McJunkin Red Man Corporation
UNITED CITIES GAS-MURFREESBORO, TN	334 W Lokey Avenue	Murfreesboro	TN	37129	CUSTOMER BAILMENT	\$60,442.28	Inventory Only			McJunkin Red Man Corporation
UNITED CITIES GAS-RADFORD, VA	1013 First Street	Radford	VA	24141	CUSTOMER BAILMENT	\$33,597.13	Inventory Only			McJunkin Red Man Corporation
UNITED CITIES GAS-SHELBYVILLE, TN	321 Lane Parkway	Shelbyville	TN	37160	CUSTOMER BAILMENT	\$16,536.84	Inventory Only			McJunkin Red Man Corporation

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US STEEL-LONE STAR, TX	3 Miles East of Lone Star	Lone Star	TX	75668	THIRD PARTY — OCTG	\$1,836,028.55	Third Party Yard			McJunkin Red Man Corporation
VALERO REFINING CO-MEMPHIS, TN	546 W Mallory Avenue	Memphis	TN	38109	CUSTOMER BAILMENT	\$ 29,943.28	Inventory Only			McJunkin Red Man Corporation
VALERO REFINING CO-PORT ARTHUR, TX	Highway 87, Gate 19	Port Arthur	TX	77641	CUSTOMER BAILMENT	\$ 8,386.15	Inventory Only			McJunkin Red Man Corporation
VALERO REFINING TEXAS LP-TEXAS CITY, TX	1301 Loop 197 South	Texas City	TX	77590	CUSTOMER BAILMENT	\$ 52,060.03	Inventory Only			McJunkin Red Man Corporation
VALERO TEXAS CITY-TEXAS CITY, TX	1301 Loop 197 South	Texas City	TX	77590	CUSTOMER BAILMENT	\$ 2,890.96	Inventory Only			McJunkin Red Man Corporation
VALERO TEXAS CITY-TEXAS CITY, TX	1301 Loop 197 South	Texas City	TX	77590	CUSTOMER BAILMENT	\$ 9,582.97	Inventory Only			McJunkin Red Man Corporation
VALERO-HOUSTON, TX	9701 Manchester	Houston	TX	77012	CUSTOMER BAILMENT	\$ 8,330.55	Inventory Only			McJunkin Red Man Corporation
VALERO-HOUSTON, TX	9701 Manchester	Houston	TX	77012	CUSTOMER BAILMENT	\$ 9,145.05	Inventory Only			McJunkin Red Man Corporation
VALERO-HOUSTON, TX	9701 Manchester	Houston	TX	77012	CUSTOMER BAILMENT	\$ 9,807.54	Inventory Only			McJunkin Red Man Corporation

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VALERO-HOUSTON, TX	9701 Manchester	Houston	TX	77012	CUSTOMER BAILMENT	\$ 10,420.26	Inventory Only			McJunkin Red Man Corporation
VALERO-PORT ARTHUR, TX	Highway 87, Gate 19	Port Arthur	TX	77641	CUSTOMER BAILMENT	\$ 79,535.31	Inventory Only			McJunkin Red Man Corporation
VALERO-TEXAS CITY, TX	1301 Loop 197 South	Texas City	TX	77590	CUSTOMER BAILMENT	\$ 2,131.96	Inventory Only			McJunkin Red Man Corporation
VALERO-TEXAS CITY, TX	1301 Loop 197 South	Texas City	TX	77590	CUSTOMER BAILMENT	\$ 2,133.11	Inventory Only			McJunkin Red Man Corporation
VALERO-TEXAS CITY, TX	1301 Loop 197 South	Texas City	TX	77590	CUSTOMER BAILMENT	\$ 2,926.01	Inventory Only			McJunkin Red Man Corporation
VALERO-TEXAS CITY, TX	1301 Loop 197 South	Texas City	TX	77590	CUSTOMER BAILMENT	\$ 5,081.48	Inventory Only			McJunkin Red Man Corporation
VALERO-TEXAS CITY, TX	1301 Loop 197 South	Texas City	TX	77590	CUSTOMER BAILMENT	\$ 6,645.98	Inventory Only			McJunkin Red Man Corporation
VALERO-THREE RIVERS, TX	301 Leroy Street	Three Rivers	TX	78071	CUSTOMER BAILMENT	\$101,881.57	Inventory Only			McJunkin Red Man Corporation
VALLEY PERFORATING-BAKERSFIELD, CA	3201 Gulf Street	Bakersfield	CA	93308	THIRD PARTY — PBB	\$467,884.78	Third Party Yard — BR 122			McJunkin Red Man Corporation

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VECTREN UTILITIES-BROOKVILLE, OH	354 Carr Drive	Brookville	OH	45309	TRAILER	\$ 44,237.10	Inventory Only			McJunkin Red Man Corporation
VECTREN UTILITIES-DAYTON, OH	530 N Main Street	Dayton	OH	45405	TRAILER	\$ 51,388.67	Inventory Only			McJunkin Red Man Corporation
VECTREN UTILITIES-TIPP CITY, OH	11990 Peters Pike	Tipp City	OH	45371	TRAILER	\$ 29,320.68	Inventory Only			McJunkin Red Man Corporation
VENTURA SUB BRANCH-VENTURA, CA	3504 North Ventura Avenue	Ventura	CA	93001		\$ 362,592.65	Inventory Only			McJunkin Red Man Corporation
VENTURA, CA	1800 School Canyon Road/3382 N. Ventura Avenue per SIMS	Ventura	CA	93001		\$ 593,776.46	Service Branch			McJunkin Red Man Corporation
VERNAL, UT	1360 East Highway 40	Vernal	UT	84078		\$5,019,794.74	Service Branch			McJunkin Red Man Corporation
VERSO PAPER-QUINNESEC, MI	US Highway 2	Quinnesec	MI	49876	CUSTOMER BAILMENT	\$ 41,991.59	Inventory Only			McJunkin Red Man Corporation
VERSO PAPER-SARTELL, MN	100 East Sartell Street	Sartell	MN	56377	CUSTOMER BAILMENT	\$ 36,402.89	Inventory Only			McJunkin Red Man Corporation
VICTOR PIPE-WINFIELD, MO	Highway 79 North	Winfield	MO	63389	THIRD PARTY — OCTG	\$ 7,926.35	Third Party Yard			McJunkin Red Man Corporation

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VIRGINIA NATURAL GAS-DUBOIS, PA	805 Liberty Blvd	Dubois	PA	15801	CUSTOMER BAILMENT	\$ 14,595.00	Inventory Only			McJunkin Red Man Corporation
W.L. PLASTICS-GILLETTE, WY	1301 E Lincoln Street	Gillette	WY	82716	THIRD PARTY — PBB	\$ 241,579.98	Third Party Yard — BR 068			McJunkin Red Man Corporation
W.L. PLASTICS-MILLS, WY	2075 North Pyrite Road	Mills	WY	82644	THIRD PARTY — PBB	\$ 533,175.50	Third Party Yard — BR 068			McJunkin Red Man Corporation
WASHITA VALLEY ENTERPRISES INC-OKLAHOMA CITY, OK	1702 S.E. 59th Street	Oklahoma City	OK	73129	THIRD PARTY — OCTG	\$ 442,881.62	Third Party Yard			McJunkin Red Man Corporation
WATERFORD, NJ	305 Center Avenue	Waterford	NJ	08089		\$1,280,493.64	Service Branch	Leased		McJunkin Red Man Corporation
WAYNOKA SATELLITE-WAYNOKA, OK	942 Main Street	Waynoka	OK	73860		\$ 99,003.69	Inventory Only			McJunkin Red Man Corporation
WEST WICHITA GAS GATHERING, LLC-CHENEY, KS	13521 NE 10th Street	Cheney	KS	67025	CUSTOMER BAILMENT	\$ 16,696.08	Inventory Only			McJunkin Red Man Corporation
WESTERMAN CO-BREMEN, OH	245 N Broad Street	Bremen	OH	43107	THIRD PARTY — PBB	\$ 347,515.00	Third Party Yard — BR 042			McJunkin Red Man Corporation
WESTERN PIPE COATERS & ENGRS-OREM, UT	W 2800 N Street	Orem	UT	84058	THIRD PARTY — LINE PIPE	\$ 24,270.20	Third Party Yard			McJunkin Red Man Corporation

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WESTERN PIPE COATERS-VINEYARD, UT	1610 North 250 West	Vineyard	UT	84058	THIRD PARTY — LINE PIPE	\$ 25,959.90	Third Party Yard			McJunkin Red Man Corporation
WESTERN PIPE SERVICES-HUEYTOWN, AL	3360 Davey Allison Blvd	Hueytown	AL	35023	THIRD PARTY — OCTG	\$1,906,112.63	Third Party Yard			McJunkin Red Man Corporation
WESTERN PIPE SRV-HUEYTOWN, AL	3360 Davey Allison Blvd	Hueytown	AL	35023	THIRD PARTY — LINE PIPE	\$5,501,065.38	Third Party Yard — MRC			McJunkin Red Man Corporation
WESTLAKE CORP-CALVERT CITY, KY	2468 Industrial Parkway	Calvert City	KY	42029	CUSTOMER BAILMENT	\$ 21,441.54	Inventory Only			McJunkin Red Man Corporation
WESTLAKE GROUP-CALVERT CITY, KY	2468 Industrial Parkway	Calvert City	KY	42029	CUSTOMER BAILMENT	\$ 477.80	Inventory Only			McJunkin Red Man Corporation
WESTLAKE GROUP-CALVERT CITY, KY	2468 Industrial Parkway	Calvert City	KY	42029	CUSTOMER BAILMENT	\$ 16,757.12	Inventory Only			McJunkin Red Man Corporation
WESTLAKE GROUP-CLAVERT CITY, KY	2468 Industrial Parkway	Calvert City	KY	42029	CUSTOMER BAILMENT	\$ 251.27	Inventory Only			McJunkin Red Man Corporation
WESTLAKE-CALVERT CITY, KY	2468 Industrial Parkway	Calvert City	KY	42029	CUSTOMER BAILMENT	\$ 254.58	Inventory Only			McJunkin Red Man Corporation
WESTON RM-WESTON, WV	1748 Old Route 33 East	Weston	WV	26452		\$ 185,064.64		Leased		McJunkin Red Man Corporation

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WILLIAMS E & P-AZTEC, NM	721 S Main Street	Aztec	NM	87410	CUSTOMER BAILMENT	\$ 3,964.59	Inventory Only			McJunkin Red Man Corporation
WILLIAMS ENERGY-GREEN RIVER, WY	4980 Highway 374	Green River	WY	82935	CUSTOMER BAILMENT	\$ 1,179.75	Inventory Only			McJunkin Red Man Corporation
WILLIAMS ENERGY-LA BARGE, WY	9 Miles N Route 189	La Barge	WY	83123	CUSTOMER BAILMENT	\$ 7,722.71	Inventory Only			McJunkin Red Man Corporation
WILLIAMS ENERGY-OPAL, WY	1 Mile S Route 30	Opal	WY	83124	CUSTOMER BAILMENT	\$ 7,844.39	Inventory Only			McJunkin Red Man Corporation
WILLIAMS ENERGY-WAMSUTTER, WY	8 Miles S Continental	Wamsutter	WY	82336	CUSTOMER BAILMENT	\$ 9,247.29	Inventory Only			McJunkin Red Man Corporation
WILLIAMS FIELD SERVICE-BLANCO, NM	Mile Marker 100.5 Highway 64	Blanco	NM	87412	CUSTOMER BAILMENT	\$ 2,528.27	Inventory Only			McJunkin Red Man Corporation
WILLIAMS FIELD SERVICE-BLOOMFIELD, NM	#190 County Road 4980	Bloomfield	NM	87413	CUSTOMER BAILMENT	\$ 4,027.14	Inventory Only			McJunkin Red Man Corporation
WILLIAMS FIELD SERVICE-BLOOMFIELD, NM	#190 County Road 4980	Bloomfield	NM	87413	CUSTOMER BAILMENT	\$ 6,219.34	Inventory Only			McJunkin Red Man Corporation
WILLIAMS FIELD SERVICE-BLOOMFIELD, NM	#190 County Road 4980	Bloomfield	NM	87413	CUSTOMER BAILMENT	\$30,958.85	Inventory Only			McJunkin Red Man Corporation
WILLIAMS FIELD SERVICE-DURANGO, CO	3746 County Road 307	Durango	CO	81303	CUSTOMER BAILMENT	\$ 7,950.00	Inventory Only			McJunkin Red Man Corporation

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WILLIAMS PRODUCTION-AZTEC, NM	721 S Main Street	Aztec	NM	87410	TRAILER	\$ 23,666.91	Inventory Only			McJunkin Red Man Corporation
WILLIAMS PRODUCTION-AZTEC, NM	721 S Main Street	Aztec	NM	87410	TRAILER	\$ 31,403.04	Inventory Only			McJunkin Red Man Corporation
WILLISTON, ND	2218 4th Ave. W	Williston	ND	58801		\$ 761,104.88	Service Branch			McJunkin Red Man Corporation
WILLISTON, ND	4928 Highway 35	Williston	ND	58801		\$6,298,870.54	Service Branch			McJunkin Red Man Corporation
WILMINGTON, NC	3340 A US Highway 420 North	Wilmington	NC	[]		\$ 131,685.56		Leased		McJunkin Red Man Corporation
WOMBLE COMPANY, INC-HOUSTON, TX	5875 Kelley Street	Houston	TX	77026	THIRD PARTY — LINE PIPE	\$ 19,806.66	Third Party Yard			McJunkin Red Man Corporation
WOMBLE COMPANY, INC-HOUSTON, TX	13605 Industrial Road	Houston	TX	77015	THIRD PARTY — LINE PIPE	\$3,554,673.84	Third Party Yard			McJunkin Red Man Corporation
WOODWARD, OK	3920 Oklahoma Ave.	Woodward	OK	73801		\$1,540,321.05	Service Branch			McJunkin Red Man Corporation
WOOSTER OH YARD-WOOSTER, OH	291 Bransetter Street	Wooster	OH	44691		\$3,343,959.79	Inventory Only			McJunkin Red Man Corporation

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WOOSTER TOOL & SUPPLY-WOOSTER, OH	899 Venture Blvd	Wooster	OH	44691	THIRD PARTY — PBB	\$167,435.00	Third Party Yard — BR 042			McJunkin Red Man Corporation
WOOSTER, OH	291 Bransetter Street	Wooster	OH	44691		\$551,592.60	Service Branch			McJunkin Red Man Corporation
WRB REFINING LLC-BORGER, TX	Spur 119 N & Whittenburg	Borger	TX	79007	CUSTOMER BAILMENT	\$ 1,237.22	Inventory Only			McJunkin Red Man Corporation
WRB REFINING LLC-BORGER, TX	Spur 119 N & Whittenburg	Borger	TX	79007	CUSTOMER BAILMENT	\$ 3,770.62	Inventory Only			McJunkin Red Man Corporation
WRB REFINING LLC-BORGER, TX	Spur 119 N & Whittenburg	Borger	TX	79007	CUSTOMER BAILMENT	\$ 4,237.28	Inventory Only			McJunkin Red Man Corporation
WRB REFINING LLC-BORGER, TX	Spur 119 N & Whittenburg	Borger	TX	79007	CUSTOMER BAILMENT	\$ 4,834.31	Inventory Only			McJunkin Red Man Corporation
WRB REFINING LLC-BORGER, TX	Spur 119 N & Whittenburg	Borger	TX	79007	CUSTOMER BAILMENT	\$ 4,876.60	Inventory Only			McJunkin Red Man Corporation
WRB REFINING LLC-BORGER, TX	Spur 119 N & Whittenburg	Borger	TX	79007	CUSTOMER BAILMENT	\$ 5,131.94	Inventory Only			McJunkin Red Man Corporation
WRB REFINING LLC-BORGER, TX	Spur 119 N & Whittenburg	Borger	TX	79007	CUSTOMER BAILMENT	\$ 12,454.10	Inventory Only			McJunkin Red Man Corporation

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WRB REFINING LLC-ROXANA,IL	Highway 111	Roxana	IL	62084	CUSTOMER BAILMENT	\$ 83,843.15	Inventory Only			McJunkin Red Man Corporation
XTO ENERGY-DONIE, TX	215 County Road 750	Donie	TX	75838	CUSTOMER BAILMENT	\$ 27,027.63	Inventory Only			McJunkin Red Man Corporation
XTO YARD-JEWETT, TX	101 FM 1512	Jewett	TX	75846	CUSTOMER BAILMENT	\$ 47,658.77	Inventory Only			McJunkin Red Man Corporation
XTO YARD-TEAGUE, TX	FM 179	Teague	TX	75860	CUSTOMER BAILMENT	\$ 30,639.46	Inventory Only			McJunkin Red Man Corporation
XXTREME PIPE STORAGE, LLC-HOUSTON, TX	7814 Miller Road #3	Houston	TX	77049	THIRD PARTY — OCTG	\$3,026,858.62	Third Party Yard			McJunkin Red Man Corporation
XXTREME PIPE STORAGE-LONE STAR, TX	2694 FM250	Lone Star	TX	75668	THIRD PARTY — OCTG	\$ 16,290.05	Third Party Yard			McJunkin Red Man Corporation
APACHE WEYBURN-WEYBURN, SK	Box 2005	Weyburn	SK		CUSTOMER BAILMENT	\$ 62,349.95	Inventory Only			Midfield Supply ULC
APACHE ZAMA-HIGH LEVEL, AB	10498 93 Street	High Level	AB			\$ 272,257.94	Inventory Only			Midfield Supply ULC
B&R ECKLES — LLOYDMINSTER-LLOYDMINSTER, SK	Highway 16 East	Lloydminster	SK		THIRD PARTY — PBB	\$ 778,755.14	Third Party Yard			Midfield Supply ULC
B&R ECKLES(SABRE) — LLOYDMINSTER-LLOYDMINSTER, SK	Highway 16 East	Lloydminster	SK		THIRD PARTY — PBB	\$ 100,633.33	Third Party Yard			Midfield Supply ULC

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
B&R ECKLES-LLOYDMINSTER, SK	Highway 16 East	Lloydminster	SK		THIRD PARTY — OCTG	\$154,709.24	Third Party Yard			Midfield Supply ULC
BERT BAXTER-ESTEVEAN-ESTEVEAN, SK	301 Kensington Avenue	Estevan	SK	S4A 2L7	THIRD PARTY — OCTG	\$237,311.07	Third Party Yard			Midfield Supply ULC
CENOVUS ENERGY-CONKLIN, AB	SE-17-76-6W4	Conklin	AB		CUSTOMER BAILMENT	\$114,724.97	Inventory Only			Midfield Supply ULC
CLARESHOLM-CLARESHOLM, AB	4209 Street East	Claresholm	AB			\$232,278.40	Inventory Only			Midfield Supply ULC
CLASSIC HOT SHOT-TABER, AB	SW 12-10-16W4	Taber	AB	T1G 2C6	THIRD PARTY — PBB	\$187,674.20	Third Party Yard			Midfield Supply ULC
CNRL CONKLIN-CONKLIN, AB	Lot 100 Poplar Drive	Conklin	AB		CUSTOMER BAILMENT	\$ 26,395.57	Inventory Only			Midfield Supply ULC
CNRL HELMUT-FORT NELSON, BC	4851 — 44 Avenue	Fort Nelson	BC		CUSTOMER BAILMENT	\$111,032.24	Inventory Only			Midfield Supply ULC
CNRL LLOYDMINSTER-LONE ROCK, SK	13-11-47-27W3	Lone Rock	SK		CUSTOMER BAILMENT	\$ 27,189.66	Inventory Only			Midfield Supply ULC
CNRL-ATHABASCA, AB	12-09-81-23W4	Athabasca	AB		CUSTOMER BAILMENT	\$251,366.56	Inventory Only			Midfield Supply ULC

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CNRL-BONNYVILLE, AB	14-08-68-04W4	Bonnyville	AB		CUSTOMER BAILMENT	\$ 23,859.63	Inventory Only			Midfield Supply ULC
CNRL-BONNYVILLE, AB	14-08-68-04W4	Bonnyville	AB		CUSTOMER BAILMENT	\$112,197.34	Inventory Only			Midfield Supply ULC
CONESTOGA-BOW ISLAND-BOW ISLAND, AB	1010 1st Aven	Bow Island	AB		THIRD PARTY — OCTG	\$149,975.05	Third Party Yard			Midfield Supply ULC
CONOCOPHILLIPS-ALSASK, SK	6-1-28-28W3	Alsask	SK		CUSTOMER BAILMENT	\$ 17,992.90	Inventory Only			Midfield Supply ULC
CONOCOPHILLIPS-ANZAC, AB	Site 914 Mod 4 Comp 9 RR2	Surmont	AB		CUSTOMER BAILMENT	\$ 32,162.93	Inventory Only			Midfield Supply ULC
CONOCOPHILLIPS-CESSFORD, AB	2-8-24-12W4	Cessford	AB		CUSTOMER BAILMENT	\$ 6,455.75	Inventory Only			Midfield Supply ULC
CONOCOPHILLIPS-ECKVILLE, AB	Box 339	Eckville	AB		CUSTOMER BAILMENT	\$ 25,625.09	Inventory Only			Midfield Supply ULC
CONOCOPHILLIPS-EDSON, AB	PO Box 6750	Peco	AB		CUSTOMER BAILMENT	\$ 1,725.30	Inventory Only			Midfield Supply ULC
CONOCOPHILLIPS-GRAND PRAIRIE, AB	9701 116 Street	Grand Prairie	AB		CUSTOMER BAILMENT	\$ 32,327.07		Owned		Midfield Supply ULC
CONOCOPHILLIPS-GRAND PRAIRIE, AB	9701 116 Street	Grand Prairie	AB		CUSTOMER BAILMENT	\$ 32,327.07	Inventory Only	Leased	\$9,940.00	Midfield Supply ULC

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
CONOCOPHILLIPS-GRAND PRAIRIE, AB	B-59-D193-P-8	Grand Prairie	AB		CUSTOMER BAILMENT	\$35,965.89				Midfield Supply ULC
CONOCOPHILLIPS-GRAND PRAIRIE, AB	B-59-D193-P-8	Grand Prairie	AB		CUSTOMER BAILMENT	\$35,965.89	Inventory Only	Leased	\$25,693.37	Midfield Supply ULC
CONOCOPHILLIPS-GRANDE PRAIRIE, AB	12101 — 101 Avenue	Grande Prairie	AB		CUSTOMER BAILMENT	\$ 1,057.74	Inventory Only	Leased	\$ 7,155.00	Midfield Supply ULC
CONOCOPHILLIPS-GRANDE PRAIRIE, AB	12101 — 101 Avenue	Grande Prairie	AB		CUSTOMER BAILMENT	\$ 1,948.11	Inventory Only	Leased	\$10,280.00	Midfield Supply ULC
CONOCOPHILLIPS-GRANDE PRAIRIE, AB	12101 — 101 Avenue	Grande Prairie	AB		CUSTOMER BAILMENT	\$ 6,476.10	Inventory Only	Leased	\$25,000.00	Midfield Supply ULC
CONOCOPHILLIPS-MAJORVILLE, AB	14-32-18-19W4	Majorville	AB		CUSTOMER BAILMENT	\$ 3,715.20		Leased	\$10,290.00	Midfield Supply ULC
CONOCOPHILLIPS-MAJORVILLE, AB	14-32-18-19W4	Majorville	AB		CUSTOMER BAILMENT	\$ 3,715.20	Inventory Only	Leased	\$ 9,376.04	Midfield Supply ULC
CONOCOPHILLIPS-MORRIN, AB	Highway 27 East	Morrin	AB		CUSTOMER BAILMENT	\$ 7,350.04		Leased	\$ 4,600.00	Midfield Supply ULC
CONOCOPHILLIPS-MORRIN, AB	Highway 27 East	Morrin	AB		CUSTOMER BAILMENT	\$ 7,350.04	Inventory Only	Leased	\$ 5,039.00	Midfield Supply ULC

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
ESTEVAN-ESTEVAN,SK	#7, Highway 39 East	Estevan	SK			\$460,508.90	Inventory Only			Midfield Supply ULC
FONTANA'S VERDIN, MB-VIRDEN, MB	Box 2067	Virden	MB		THIRD PARTY — OCTG	\$248,564.92	Third Party Yard	Owned		Midfield Supply ULC
FONTANA'S VERDIN, MB-VIRDEN, MB	Box 2067	Virden	MB		THIRD PARTY — OCTG	\$248,564.92		Customer Site		Midfield Supply ULC
G&L SLOTCO — NISKU-LEDUC, AB	3911 77th Avenue	Leduc	AB		THIRD PARTY — OCTG	\$ 56,093.56	Third Party Yard	Leased	\$3,500.00	Midfield Supply ULC
G&L SLOTCO — NISKU-LEDUC, AB	3911 77th Avenue	Leduc	AB		THIRD PARTY — OCTG	\$ 56,093.56		Leased	\$5,250.00	Midfield Supply ULC
GARNEAU — CAMROSE-CAMROSE, AB	5233 39th Street	Camrose	AB		THIRD PARTY — LINE PIPE	\$191,251.62		Leased	\$1,550.00	Midfield Supply ULC
HANNA-HANNA, AB	Bay 1 508 Railway Avenue	Hanna	AB			\$306,937.03	Inventory Only			Midfield Supply ULC
HARVEST OPERATIONS CORPORATION-RED EARTH, AB	08-11-87-09 W5M	Red Earth	AB		CUSTOMER BAILMENT	\$ 16,504.66	Inventory Only			Midfield Supply ULC
HINTON-HINTON, AB	173 Hampshire Road	Hinton	AB			\$419,444.29	Inventory Only			Midfield Supply ULC
HUSKY ENERGY-BONNYVILLE, AB	12-28-64-4W4	Bonnyville	AB		CUSTOMER BAILMENT	\$ 8,282.79	Inventory Only			Midfield Supply ULC

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
HUSKY ENERGY-LLOYDMINSTER, AB	5650 52nd Street	Lloydminster	AB		CUSTOMER BAILMENT	\$ 17,581.71	Inventory Only			Midfield Supply ULC
HUSKY ENERGY-LLOYDMINSTER, SK	Upgrader Road	Lloydminster	AB		CUSTOMER BAILMENT	\$ 21,367.62	Inventory Only			Midfield Supply ULC
HUSKY ENERGY-MORINVILLE, AB	10-23-78-25 W4M	Morinville	AB		CUSTOMER BAILMENT	\$ 9,292.26	Inventory Only			Midfield Supply ULC
HUSKY OIL OPERATIONS LTD-ROCKY MTN HOUSE, AB	LSD S 1/2 02-37-10 W5	Rocky Mtn House	AB		CUSTOMER BAILMENT	\$111,854.05	Inventory Only			Midfield Supply ULC
HUSKY OIL-LLOYDMINSTER, AB	Highway 16 East	Lloydminster	AB		THIRD PARTY — PBB	\$787,675.13	Third Party Yard			Midfield Supply ULC
HUSKY RAINBOW LAKE-RAINBOW LAKE, AB	Home Road and Highway 53	Rainbow Lake	AB		CUSTOMER BAILMENT	\$193,366.47	Inventory Only			Midfield Supply ULC
HUSKY-THREE HILLS, AB	5-19-35-22W4	Three Hills	AB		CUSTOMER BAILMENT	\$ 4,124.31	Inventory Only			Midfield Supply ULC
KEYERA ROCKY MTN HOUSE-ROCKY MTN HOUSE, AB	Box 2000	Rocky Mtn House	AB		CUSTOMER BAILMENT	\$ 10,493.29	Inventory Only			Midfield Supply ULC
L&C-ESTEVAN-ESTEVAN, SK	24 Highway 39 East	Estevan	SK		THIRD PARTY — OCTG	\$ 3,584.00	Third Party Yard			Midfield Supply ULC

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>RB Type</u>	<u>Inventory Value</u>	<u>Type</u>	<u>Leased/Owned</u>	<u>Rent Expense (monthly)</u>	<u>Perfection Entity</u>
MIDFIELD SUPPLY, ULC-ANZAC, AB	105 Oak Court	Anzac	AB			\$ 302,780.84	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-ATHABASCA, AB	4014-53 Street	Athabasca	AB			\$2,271,824.07	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-BONNYVILLE, AB	5709 52nd Ave	Bonnyville	AB			\$ 375,778.59	Admin Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-BONNYVILLE, AB	6504-50th Avenue	Bonnyville	AB			\$3,931,807.90	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-BROOKS, AB	1140 — 2nd Street W	Brooks	AB			\$2,351,874.80	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-CALGARY, AB	7072 112 Avenue SE	Calgary	AB			\$ 45,824.39	Admin Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-CALGARY, AB	7072 112 Avenue SE	Calgary	AB			\$ 211,874.15	Admin Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-CARLYLE, SK	402 — 9 Service Road S	Carlyle	SK			\$ 919,951.48	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-CONSORT, AB	5308 — 44 Street	Consort	AB			\$ 670,816.85	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-CORONATION, AB	4457 Victoria Ave.	Coronation	AB			\$ 356,203.34	Service Branch			Midfield Supply ULC

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
MIDFIELD SUPPLY, ULC-CORUNNA, ON	487 Polymoore Drive	Corunna	ON			\$1,033,350.84	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-DAWSON CREEK, BC	Highway 2 & Vic Turner Road, Lot 12-49	Dawson Creek	BC			\$ 279,378.69	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-DRAYTON VALLEY, AB	2449 — 50th Street P.O. Box 6750	Drayton Valley	AB			\$ 800,464.80	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-DRUMHELLER, AB	840 Railway Avenue South	Drumheller	AB			\$ 829,059.78	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-EDSON, AB	5907A 4th Avenue	Edson	AB			\$1,417,860.98	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-ELK POINT, AB	4601-50 Avenue	Elk Point	AB			\$1,061,815.52	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-FORT NELSON, BC	4851 — 44 Ave P.O Box 1078	Fort Nelson	BC			\$ 565,187.05	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-FORT ST JOHN, BC	8529 — 100th Street	Fort St. John	BC			\$ 997,242.96	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-FOX CREEK, AB	204B Highway Ave.	Fox Creek	AB			\$ 733,963.22	Service Branch			Midfield Supply ULC

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
MIDFIELD SUPPLY, ULC-GRANDE CACHE, AB	10016-99 Street	Grande Cache	AB			\$ 596,458.93	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-GRANDE PRAIRIE, AB	12102-101 Ave	Grande Prairie	AB			\$2,514,734.65	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-GULL LAKE, SK	1119 Renfrew Street	Gull Lake	SK			\$ 776,789.68	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-HIGH LEVEL, AB	10498-93 Street	High Level	AB			\$ 884,293.12	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-KINDERSLEY, SK	1301 11th Avenue	Kindersley	SK			\$ 696,253.70	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-LLOYDMINSTER, AB	5106 — 63 Street	Lloydminster	AB			\$1,347,564.45	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-LLOYDMINSTER, AB	6102-56 Street-PVF Shop	Lloydminster	AB			\$3,526,085.64	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-MACKLIN, SK	5413-47th Street	Macklin	SK			\$1,533,234.74	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-MAIDSTONE, SK	215 Pearson Little Avenue West (Box 239)	Maidstone	SK			\$ 626,025.82	Service Branch			Midfield Supply ULC

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
MIDFIELD SUPPLY, ULC-MEDICINE HAT, AB	1702 — 10th Ave SW	Medicine Hat	AB			\$ 513,962.11	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-NISKU, AB	502-25 Avenue	Nisku	AB			\$ 1,559,445.53	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-NISKU, AB	502-25 Avenue	Nisku	AB			\$19,838,379.85	Hub			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-PEACE RIVER, AB	8120-102 Avenue	Peace River	AB			\$ 854,743.23	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-PROVOST, AB	5319 38th St.	Provost	AB	T0B-3S0		\$ 626,294.16	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-RAINBOW LAKE, AB	Home Road and Highway 53	Rainbow Lake	AB			\$ 803,144.22	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-RED DEER, AB	7555 Edgar Industrial Drive	Red Deer	AB			\$ 647,752.71	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-RICHMOUND, SK	Highway 371 E	Richmond	SK			\$ 177,771.07	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-ROCKY MTN HOUSE, AB	4519-43 Street	Rocky Mtn House	AB			\$ 1,504,382.07	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-STRATHMORE, AB	132 Orchard Way	Strathmore	AB			\$ 48,128.53	Service Branch			Midfield Supply ULC

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
MIDFIELD SUPPLY, ULC-SWAN HILLS, AB	4631 Federated Road	Swan Hills	AB			\$ 624,308.35	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-SWIFT CURRENT, SK	2495 N. Service Road W.	Swift Current	SK			\$ 714,600.58	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-TABER, AB	6202 - 64 Street	Taber	AB			\$ 997,968.67	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-VALLEYVIEW, AB	4808 37 Avenue	Valleyview	AB			\$ 143,409.54	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-VIRDEN, MB	S#1 Hwy & Junction 25	Virden	MB			\$ 504,299.00	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-WEYBURN, SK	1733 Railway Avenue	Weyburn	SK			\$ 817,414.04	Service Branch			Midfield Supply ULC
MIDFIELD SUPPLY, ULC-WHITECOURT, AB	3430-33 St	Whitecourt	AB			\$ 846,277.03	Service Branch			Midfield Supply ULC
MILLER OIL FIELD - NISKU-NISKU, AB	2201 9th Street	Nisku	AB		THIRD PARTY - OCTG	\$1,197,051.91	Third Party Yard			Midfield Supply ULC
MRC MIDFIELD PUMP SHOP-LLOYDMINSTER, AB	6206 44th Street	Lloydminster	AB			\$1,115,349.71	Inventory Only			Midfield Supply ULC

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
MRC MIDFIELD TRUCKS-LLOYDMINSTER, AB	5105 63 Street	Lloydminster	AB		TRUCK STOCK	\$ 7,494.64	Inventory Only			Midfield Supply ULC
MRC MIDFIELD TRUCKS-LLOYDMINSTER, AB	5105 63 Street	Lloydminster	AB		TRUCK STOCK	\$ 8,013.30	Inventory Only			Midfield Supply ULC
MRC MIDFIELD TRUCKS-LLOYDMINSTER, AB	5105 63 Street	Lloydminster	AB		TRUCK STOCK	\$ 8,850.83	Inventory Only			Midfield Supply ULC
MRC MIDFIELD TRUCKS-LLOYDMINSTER, AB	5105 63 Street	Lloydminster	AB		TRUCK STOCK	\$ 9,103.04	Inventory Only			Midfield Supply ULC
MRC MIDFIELD TRUCKS-LLOYDMINSTER, AB	5105 63 Street	Lloydminster	AB		TRUCK STOCK	\$ 10,563.36	Inventory Only			Midfield Supply ULC
MRC MIDFIELD TRUCKS-LLOYDMINSTER, AB	5105 63 Street	Lloydminster	AB		TRUCK STOCK	\$ 10,874.71	Inventory Only			Midfield Supply ULC
PE BEN - BROOKS-BROOKS, AB	150 Industrial Road	Brooks	AB	T1R 1C7	THIRD PARTY - OCTG	\$ 1,032.87	Third Party Yard	Owned		Midfield Supply ULC
PEBEN - BROOKS-BROOKS, AB	150 Industrial Road	Brooks	AB	T1R 1C7	THIRD PARTY - PBB	\$460,138.37	Third Party Yard	Owned		Midfield Supply ULC
PEBEN - BROOKS-BROOKS, AB	150 Industrial Road	Brooks	AB	T1R 1C7	THIRD PARTY - PBB	\$460,138.37		Leased	\$2,400.00	Midfield Supply ULC
PEBEN - DIMSDALE-(DIMSDALE) GRANDE PRAIRIE, AB	RR 2	Dimsdale	AB	T8V 2Z9	THIRD PARTY - OCTG	\$841,036.57	Third Party Yard	Owned		Midfield Supply ULC

Name	Address	City	State	Zip	RB Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
PEBEN — EDMONTON-EDMONTON, AB	4510 17th Street NW	Edmonton	AB	T6P 1X5	THIRD PARTY — OCTG	\$ 341,992.65	Third Party Yard	Leased	\$2,350.00	Midfield Supply ULC
PEBEN — NISKU-NISKU, AB	605 17th Avenue	Nisku	AB	T9E 7T2	THIRD PARTY — OCTG	\$1,636,237.99	Third Party Yard	Leased	\$4,550.00	Midfield Supply ULC
PEBEN — NISKU-NISKU, AB	605 17th Avenue	Nisku	AB	T9E 7T2	THIRD PARTY — OCTG	\$1,636,237.99		Leased	\$7,513.33	Midfield Supply ULC
PREMIUM INSPECTION-NISKU-NISKU, AB	2306 8th Street	Nisku	AB		THIRD PARTY — OCTG	\$ 24,201.98	Third Party Yard			Midfield Supply ULC
REDWATER-REDWATER, AB	4724 44 Street	Redwater	AB			\$ 270,670.20	Inventory Only			Midfield Supply ULC
RG INDUSTRIES — EDMONTON-EDNOMTON, AB	6939 68th Avenue	Edmonton	AB		THIRD PARTY — PBB	\$ 99,109.12	Third Party Yard			Midfield Supply ULC
RIMBEY-RIMBEY, AB	5020 45 Avenue	Rimbey	AB			\$ 233,766.13	Inventory Only			Midfield Supply ULC
SANDY'S OILFIELD — EDMONTON-NISKU, AB	2306 B 8th Street	Nisku	AB		THIRD PARTY — OCTG	\$1,528,863.33	Third Party Yard			Midfield Supply ULC
SHAW — EDMONTON 21ST-EDMONTON, AB	10275 21st Street	Edmonton	AB		THIRD PARTY — LINE PIPE	\$ 734,906.17	Third Party Yard			Midfield Supply ULC

Name	Address	City	State	Zip	RE Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
SHAW — EDMONTON 34TH ST-EDMONTON, AB	6010 30th Street	Edmonton	AB		THIRD PARTY — LINE PIPE	\$4,279,148.28	Third Party Yard			Midfield Supply ULC
SHAW CAMROSE, AB- CAMROSE, AB	5117 39th Street	Camrose	AB		THIRD PARTY — LINE PIPE	\$ 32,783.31	Third Party Yard			Midfield Supply ULC
STETTLER-STETTLER, AB	Box 1693	Stettler	AB			\$ 463,897.85	Inventory Only	Leased	\$1,500.00	Midfield Supply ULC
SUCKER RODS (R&M ENERGY)-NISKU, AB	502-25 Avenue	Nisku	AB		THIRD PARTY — PBB	\$ 427,068.12	Third Party Yard	Leased	\$3,000.00	Midfield Supply ULC
SUCKER RODS (RG INDUSTRIES)-NISKU, AB	502-25 Avenue	Nisku	AB		THIRD PARTY — PBB	\$ 651,491.71	Third Party Yard	Leased	\$7,000.00	Midfield Supply ULC
TAQA NORTH- CROSSFIELD, AB	Cross Field Gas Plant	Crossfield	AB		CUSTOMER BAILMENT	\$ 8,487.08				Midfield Supply ULC
TMS TRUCKING- BLACKFALDS, AB	Box 2350	Blackfalds	AB		THIRD PARTY — OCTG	\$ 345,733.40				Midfield Supply ULC
TOTAL OILFIELD — MANNING-MANNING, AB	PO Box 1269	Manning	AB		THIRD PARTY — OCTG	\$ 124,557.40				Midfield Supply ULC
TRANSCO — BROOKS- BROOKS, AB	Joan Trucking Road	Brooks	AB		THIRD PARTY — PBB	\$ 74,179.97	Third Party Yard			Midfield Supply ULC
TRANSCO — RAINBOW LAKE-RAINBOW LAKE, AB	14 Del Rio Street	Rainbow Lake	AB	T0H 2Y0	THIRD PARTY — PBB	\$ 35,291.76	Third Party Yard			Midfield Supply ULC

Name	Address	City	State	Zip	RE Type	Inventory Value	Type	Leased/Owned	Rent Expense (monthly)	Perfection Entity
TRANSCO (FLINT) — BROOKS-BROOKS, AB	Box 2020	Brooks	AB		THIRD PARTY — OCTG	\$ 683,546.47	Third Party Yard			Midfield Supply ULC
TRANSCO (FLINT) — SWIFT CURRENT-SWIFT CURRENT, SK	3297 N Service Road West	Swift Current	SK	S9H 4G5	THIRD PARTY — PBB	\$ 600,355.27	Third Party Yard			Midfield Supply ULC
TRANSCO (FLINT) — LLOYDMINSTER-LLOYDMINSTER, SK	Box 1829	Lloydminster	SK	S9V 1N4	THIRD PARTY — OCTG	\$ 620,067.32	Third Party Yard			Midfield Supply ULC
TRANSCO (FLINT) — MEDICINE HAT-MEDICINE HAT, AB	617 18th Street SW	Medicine Hat	AB	T1A 7G5	THIRD PARTY — OCTG	\$ 20,217.16	Third Party Yard			Midfield Supply ULC
TUBOSCOPE — NISKU-NISKU, AB	2304A 8th Street	Nisku	AB		THIRD PARTY — PBB	\$ 67,141.27	Third Party Yard			Midfield Supply ULC
VDM — EDMONTON-SHERWOOD PARK, AB	PO Box 3078 Stn Main	Sherwood Park	AB		THIRD PARTY — OCTG	\$2,512,390.93	Third Party Yard			Midfield Supply ULC
VDM — RED DEER-RED DEER, AB	37428 Range Road 273	Red Deer	AB		THIRD PARTY — OCTG	\$ 105,157.44	Third Party Yard			Midfield Supply ULC
W.L. PLASTICS-CROSSFIELD, AB	1030 Western Drive	Crossfield	AB		THIRD PARTY — PBB	\$ 86,341.15	Third Party Yard			Midfield Supply ULC
WAINWRIGHT-WAINWRIGHT, AB	106 16 Avenue	Wainwright	AB			\$ 650,506.57	Inventory Only			Midfield Supply ULC

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>RB Type</u>	<u>Inventory Value</u>	<u>Type</u>	<u>Leased/Owned</u>	<u>Rent Expense (monthly)</u>	<u>Perfection Entity</u>
WITHERS — GRANDE PRAIRIE-GRANDE PRAIRIE, AB	Box 1480	Grande Prairie	AB		THIRD PARTY — OCTG	\$193,720.27	Third Party Yard			Midfield Supply ULC
WITHERS — NISKU-NISKU, AB	1805 8th Street	Nisku	AB		THIRD PARTY — PBB	\$ 49,175.54	Third Party Yard			Midfield Supply ULC
WITHERS — PROVOST-PROVOST, AB	5903 Lagoon Drive	Provost	AB		THIRD PARTY — OCTG	\$308,970.38	Third Party Yard			Midfield Supply ULC
WITHERS — PROVOST-PROVOST, AB	5903 Lagoon Drive	Provost	AB		THIRD PARTY — PBB	\$398,099.03	Third Party Yard			Midfield Supply ULC

July 1, 2011

Jessica Dickerson
Division of Corporate Finance
Securities and Exchange Commission
100 F Street, N.E.
Washington, D.C. 20549

Re: McJunkin Red Man Corporation
Registration Statement on Form S-4
Filed March 24, 2011
File No.: 333-173035
Registration Statement on Form S-1
Filed March 24, 2011
File No.: 333-173037

Dear Ms. Dickerson:

This letter sets forth the response of McJunkin Red Man Corporation (the "Corporation" or "McJunkin") to the comment letter, dated June 29, 2011, of the staff of the Division of Corporation Finance (the "Staff") with respect to McJunkin's Registration Statement on Form S-4 filed on March 24, 2011 (as amended, the "Registration Statement on Form S-4") and McJunkin's Registration Statement on Form S-1 filed on March 24, 2011 (as amended, the "Registration Statement on Form S-1" and, together with the Registration Statement on Form S-4, the "Registration Statements"). This letter is being filed with Amendment No. 4 to the Registration Statement on Form S-4 (the "Amended Registration Statement on Form S-4") and with Amendment No. 4 to the Registration Statement on Form S-1 (the "Amended Registration Statement on Form S-1" and, together with the Amended Registration Statement on Form S-4, the "Amended Registration Statements"). In order to facilitate your review, we have repeated each comment in its entirety in the original numbered sequence. We have also sent to your attention via courier courtesy copies of the Amended Registration Statements.

Registration Statement on Form S-4

Item 21. Exhibits and Financial Statement Schedules, page II-4

1. *Please amend your registration statement to ensure that you file a complete copy of Exhibits 10.4, 10.6, and 10.31. For example, we note that Exhibit 10.31, as filed, does not include all of the exhibits and schedules identified on page iv of Exhibit 10.31.*

Response:

The Corporation respectfully informs the Staff that updated versions of Exhibits 10.6 and 10.31 are filed with the Amended Registration Statement on Form S-4 and include all schedules and exhibits thereto. In addition, the Corporation respectfully informs the Staff that the credit agreement referred to in Exhibit 10.4 was fully prepaid and terminated in June 2011, and so is no longer a required material contract. Therefore, the Corporation believes that Exhibit 10.4 is moot and the Corporation does not need to update Exhibit 10.4.

Should you have any questions or comments with respect to this filing, please call me at (212) 859-8735.

Sincerely,

/s/ Michael A. Levitt

Michael A. Levitt

cc: Andrew R. Lane (McJunkin Red Man Corporation)
James F. Underhill (McJunkin Red Man Corporation)
Elton Bond (McJunkin Red Man Corporation)
Jeff Gordon (Securities & Exchange Commission)
Jeanne Baker (Securities & Exchange Commission)
Craig Slivka (Securities & Exchange Commission)
Pamela Long (Securities & Exchange Commission)