

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5353673

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUCCESSOR AGENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
BANK OF AMERICA, N.A., AS RESIGNING AGENT	10/31/2018
RECEIVING PARTY DATA	
Name:	CORTLAND CAPITAL MARKET SERVICES LLC, AS SUCCESSOR AGENT
Street Address:	225 W. WASHINGTON ST.
Internal Address:	9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9193427
CORRESPONDENCE DATA	
Fax Number:	(800)494-7512
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	202-370-4750
Email:	ipteam@cogencyglobal.com
Correspondent Name:	JOANNA MCCALL
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	1042352
NAME OF SUBMITTER:	SONYA JACKMAN
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	01/31/2019
Total Attachments: 161	
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SCHEDULE A

UNITED STATES PATENT

Title	Patent No.	Owner
Floating vessel with appendages for reduced vibration and increased thruster capacity	9,193,427	Gulf Coast Shipyard Group, Inc.

SUCCESSOR AGENT AGREEMENT

This SUCCESSOR AGENT AGREEMENT, dated as of October 31, 2018 (this "Agreement"), is entered into among BANK OF AMERICA, N.A. ("Bank of America"), as Administrative Agent under the Credit Agreement and the other Loan Documents, each as defined below, as applicable (in such capacity, the "Resigning Agent"), CORTLAND CAPITAL MARKET SERVICES LLC ("Cortland"), in its capacity as Successor Agent as defined below, HGIM CORP., a Delaware corporation (the "Borrower"), each other Credit Party signatory hereto and those Lenders under the Credit Agreement which are parties hereto, which collectively constitute the Required Lenders.

Reference is made to (i) that certain Amended and Restated Senior Secured Credit Agreement, dated as of July 2, 2018 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement"), among the Borrower, the other Credit Parties party thereto, the Resigning Agent and the lenders from time to time party thereto, as Lenders and (ii) the *Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization* confirmed by the U.S. Bankruptcy Court for the Southern District of Texas on May 23, 2018, in the case captioned *In re HGIM Holdings LLC* and numbered 18-31080 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "Plan"). Unless otherwise indicated, all capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided such terms in the Credit Agreement.

WHEREAS, on October 9, 2018, the Resigning Agent delivered to the Lenders and the Borrower that certain Notice of Resignation providing notice of its resignation as Administrative Agent pursuant to Section 14.6(a) of the Credit Agreement;

WHEREAS, the Lenders party hereto, which collectively constitute the Required Lenders, with the consent of the Borrower, desire to appoint Cortland to act as the successor Administrative Agent (in such capacity, the "Successor Agent") under the Credit Agreement and the other Loan Documents; and

WHEREAS, the Successor Agent has agreed to accept its appointment and to serve as the Administrative Agent.

NOW, THEREFORE, the parties agree as follows:

1. **Resignation**. Pursuant to Section 14.6(a) of the Credit Agreement, the Resigning Agent hereby affirms its resignation as Administrative Agent under the Credit Agreement and the other Loan Documents, effective upon the Effective Date (as defined below). On the Effective Date, the Resigning Agent's rights, powers and duties (other than such rights expressly provided herein) as Administrative Agent shall be terminated and discharged, without any further act or deed on the part of the Resigning Agent or any of the parties to the Credit Agreement.

2. **Appointment**. Effective as of the Effective Date, (i) the Required Lenders hereby appoint, in accordance with Section 14.6(a) of the Credit Agreement, the Successor Agent as the Administrative Agent under the Credit Agreement and the other Loan Documents, (ii) the Borrower hereby consents, in accordance with Section 14.6(a) of the Credit Agreement,

to the appointment of the Successor Agent as the Administrative Agent under the Credit Agreement and the Loan Documents, (iii) the Successor Agent hereby accepts its appointment as the Administrative Agent under the Credit Agreement and any other Loan Documents and (iv) the Successor Agent, as the Administrative Agent, shall succeed to, and be vested with, all of the rights, powers and duties of the Administrative Agent under the Credit Agreement and any other Loan Documents.

3. Waiver. Each of the Credit Parties and the Required Lenders hereby waive the requirement in Section 14.6(a) of the Credit Agreement that the Successor Agent be a bank with an office in the United States or an Affiliate of a bank with an office in the United States.

4. Delineation of Responsibilities. The parties hereto agree that neither Bank of America, in its individual capacity and in its capacity as the Resigning Agent, nor any of its Affiliates, shall bear any responsibility or liability for any actions taken or omitted to be taken by the Successor Agent or otherwise under this Agreement, the Credit Agreement or the Loan Documents or the transactions contemplated thereby. The parties hereto agree that Cortland, in its individual capacity and in its capacity as the Successor Agent, shall bear no responsibility or liability for any actions taken or omitted to be taken by Bank of America in its capacity as the Resigning Agent under this Agreement, the Credit Agreement, and the other Loan Documents or the transactions contemplated thereby.

5. Resigning Agent Representations. The Resigning Agent hereby represents prior to or on the Effective Date that:

(a) Disbursement Status. The Resigning Agent has delivered to the Successor Agent (i) a schedule, as of the Effective Date, of the outstanding principal amount of the Loans and the accrued and unpaid interest payable on the Loans and (ii) a true and correct copy of the Register as of the Effective Date.

(b) Documents. To the knowledge of the Resigning Agent, Schedule I hereto sets forth each material Loan Document which is in the possession of the Resigning Agent or to which the Resigning Agent is a party (other than any fee letter, engagement letter, fronting letter or similar agreement). Execution versions of each such Loan Document, together with all exhibits and schedules thereto which are in the possession of the Resigning Agent, have been delivered to the Successor Agent on or prior to the Effective Date. As of the Effective Date, there have been no amendments, supplements or consents to such Loan Documents to which the Resigning Agent has knowledge, except as otherwise provided to the Successor Agent.

(c) Defaults, Waivers, Reservation of Rights. The Resigning Agent has not, as of the Effective Date, (i) received from any Borrower notice of a Default or Event of Default that is, to the knowledge of the Resigning Agent, continuing under the Credit Agreement or any other Loan Document or (ii) sent any letters or notices to the Borrower or Guarantors purporting to reserve any of its rights under the Credit Agreement and the other Loan Documents.

(d) Possessory Collateral. To the knowledge of the Resigning Agent, Schedule II sets forth all possessory Collateral delivered to the Resigning Agent.

(e) Authority. The Resigning Agent is duly authorized to execute and perform its obligations under this Agreement.

6. Covenants of the Resigning Agent. The Resigning Agent agrees that from and after the Effective Date, it shall use commercially reasonable efforts to deliver, or cause to be delivered, promptly to the Successor Agent, copies of any written notices and other written requests delivered by any Borrower or any Lender to the Resigning Agent after the Effective Date. It is the intention and understanding of the Resigning Agent and the Successor Agent that any exchange of information under this Agreement that is otherwise protected against disclosure by privilege, doctrine or rule of confidentiality (such information, "Privileged Information"), whether before or after the Effective Date (i) shall not waive any applicable privilege, doctrine or rule of protection from disclosure, (ii) shall not diminish the confidentiality of the Privileged Information and (iii) shall not be asserted as a waiver of any such privilege, doctrine or rule by the Resigning Agent or the Successor Agent. The Resigning Agent makes no representation or warranty and assumes no responsibility with respect to (a) any statements, warranties or representations made in or in connection with the Credit Agreement and the other Loan Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, the Credit Agreement and the other Loan Documents or any other instrument or document furnished pursuant thereto, or (b) the financial condition of any Credit Party or the performance or observance by any Credit Party of any of its obligations under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant thereto.

7. Covenants/Representation of the Successor Agent. The Successor Agent (i) agrees that it will, independently and without reliance upon the Resigning Agent and based on such documents and information as it shall deem appropriate at the time, continue to make its own decisions in taking or not taking action under the Credit Agreement and the other Loan Documents; and (ii) agrees to be bound by the provisions of the Credit Agreement and the other Loan Documents and will perform in accordance with its terms all the obligations which by the terms of the Credit Agreement and the other Loan Documents are required to be performed by it as the Successor Agent. The Successor Agent represents and warrants that it is duly authorized to execute this Agreement and to perform its obligations under this Agreement, the Credit Agreement and the other Loan Documents.

8. Successor Agent Not a Lender; Amendments to the Credit Agreement.

(a) For the avoidance of doubt, Cortland shall not be, and shall be deemed not to be, a Lender under the Credit Agreement or the other Loan Documents and all references contained therein relating to same are hereby deleted (and all relevant provisions thereof adjusted accordingly to give effect thereto).

(b) From and after the Effective Date, the Administrative Agent (i) shall not charge a processing and recordation fee (as described at Section 15.2(iv)(B) of the Credit

Agreement, the “Transfer Fee”) in connection with assignments from a Lender to any of its Affiliates and (ii) shall charge at most one Transfer Fee in connection with concurrent assignments to two or more Lenders that are Affiliates of each other.

(c) Subject to the satisfaction of the conditions precedent specified in Section 12(a) hereof, but effective as of the Effective Date, the Credit Agreement shall be amended as set forth in Annex A hereto.

9. Collateral. As of the Effective Date, the Resigning Agent, as the resigning “collateral agent” under the Loan Documents, hereby assigns to the Successor Agent each of the Liens and security interests granted to the Resigning Agent under the Loan Documents in its capacity as “collateral agent”, and the Successor Agent, as the new “collateral agent” under the Loan Documents, hereby assumes all such Liens and security interests, for its benefit and for the benefit of the Secured Parties. The Borrower and each of the other Credit Parties confirm that each of the Liens on the Collateral and security interests in the Collateral granted to the “Administrative Agent” under any of the Loan Documents shall, from and after the Effective Date, be continuing Liens and security interests in favor of the Successor Agent for the benefit of the Successor Agent and the other Secured Parties.

Each Credit Party authorizes the Resigning Agent and the Successor Agent to file, amend, assign, endorse and/or execute as applicable (i) any UCC assignments or amendments with respect to the UCC financing statements, (ii) any assignments, amendments or replacements with respect to the existing Mortgages, (iii) assignments or amendments with respect to any other filings (including filings with the United States Coast Guard), account control agreements and certificates of title in each case in respect of the Collateral as the Resigning Agent or Successor Agent, in consultation with the Credit Parties, deems reasonably necessary or desirable (clauses (i)–(iii) collectively, the “Collateral Assignments”). Each Collateral Assignment shall be in form and substance reasonably satisfactory to the Resigning Agent and the Successor Agent to effect the replacement of the Resigning Agent, as secured party thereunder, with the Successor Agent (it being agreed that any such Collateral Assignments shall be made without any representations and/or warranties from the Resigning Agent or the Successor Agent).

On and after the Effective Date: (i) any Collateral held by the Resigning Agent (including, without limitation, any Collateral in the possession or control (as defined in the UCC) of the Resigning Agent or any agent or bailee thereof) for the benefit of the Secured Parties shall be deemed to be held by the Resigning Agent solely as sub-agent of or bailee for the Successor Agent for the benefit of the Successor Agent and the Secured Parties until such time as all Collateral Assignments have been completed and any and all consents which may be required in connection with the transfer contemplated by this Agreement are obtained such that the Successor Agent shall be named as secured party on behalf of the Secured Parties in all UCC financing statements, Mortgages, certificates of title, account control agreements and any other filings reasonably necessary or desirable to ensure continued perfection in such Collateral on behalf of the Secured Parties; (ii) any reference to the Resigning Agent on any publicly or non-publicly filed document, to the extent such filing relates to the Liens and security interests in the Collateral assigned hereby, shall, until such filing is modified to reflect the interests of the Successor Agent with respect to such Liens and security interests, constitute a reference to the Resigning Agent as sub-agent of the Successor Agent (unless no such modification to such filing

is necessary to reflect the appointment of the Successor Agent); (iii) any reference to the Resigning Agent as an additional insured and/or loss payee under any insurance (including title insurance) required to be maintained pursuant to the Loan Documents shall, until the Successor Agent is substituted as additional insured and/or loss payee thereunder, constitute a reference to the Resigning Agent as sub-agent of the Successor Agent; and (iv) any reference to the Resigning Agent in any pledge agreement, security agreement, mortgage, intellectual property security agreement, account control agreement or other Security Document shall, until the Successor Agent is substituted thereunder (whether by operation of law or by subsequent amendment, assignment, filing or other instrument), constitute a reference to the Resigning Agent as sub-agent of the Successor Agent, and, in each case of clauses (i), (ii), (iii) and (iv), the parties hereto agree that the Resigning Agent's role as such sub-agent shall impose no additional duties, obligations, or liabilities on the Resigning Agent, including, without limitation, any duty to take any type of direction regarding any action to be taken against such Collateral, whether such direction comes from the Successor Agent, the Required Lenders or otherwise, and, without limiting the generality of Section 12(d) below, the Resigning Agent shall have the full benefit of the protective provisions of the Credit Agreement including, without limitation, Sections 5.2.2(e) and 16.3 of the Credit Agreement (including, following the Effective Date, new subsection (b) of Section 16.3) while serving in such capacity. The Successor Agent agrees to take possession of any possessory Collateral delivered to the Successor Agent on or after the Effective Date upon tender thereof by the Resigning Agent.

10. Further Assurances. The Borrower and the Resigning Agent agree that, following the Effective Date, the Resigning Agent shall (i) furnish, at the Borrower's expense, additional releases, amendment or termination statements, assignments, acknowledgements, such other customary documents, instruments and agreements and such other information as may be reasonably requested by the Borrower or the Successor Agent from time to time in each case in order to effect the matters covered hereby and (ii) take such actions with respect to the Collateral as may be reasonably requested by the Borrower or the Successor Agent from time to time in order to effect the matters covered hereby; provided that any document, instrument or agreement to be furnished or executed by, or other action to be taken by, the Resigning Agent shall be reasonably satisfactory to it, and the Resigning Agent shall be reasonably satisfied that the delivery of any information requested of it would not breach any confidentiality restrictions binding on it. Each Credit Party further agrees, with respect to each of the Credit Parties' deposit accounts and securities accounts (if any) held at Bank of America that is required to be subject to a control agreement in accordance with the terms of the Loan Documents and not already subject to a control agreement in favor of the Resigning Agent, on or promptly following the Effective Date, to execute and deliver, and cause the relevant depository bank or securities intermediary to execute and deliver, control agreements in form and substance reasonably satisfactory to the Successor Agent and the Borrower. Without in any way limiting the Credit Parties' obligations under the Loan Documents, the Borrower shall promptly reimburse the Resigning Agent for all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by the Resigning Agent in connection with any actions taken from time to time pursuant to this Agreement in each case to the extent such reimbursement is required pursuant to the Loan Documents (and, for the avoidance of doubt, assuming for such purpose that it were the Administrative Agent during the applicable period). All other provisions of the Credit Agreement providing for the payment of fees and expenses of, and providing indemnities for the benefit of the Resigning Agent shall remain in full force and effect for the benefit of the

Resigning Agent (including, for the avoidance of doubt, Sections 5.2.2(e) and 16.3 of the Credit Agreement and including, following the Effective Date, new subsection (b) of Section 16.3).

11. Return of Payments.

(a) In the event that, on or after the Effective Date, the Resigning Agent receives any principal, interest or other amount owing to any Lender or the Successor Agent under any Loan Document, the Resigning Agent agrees that such payment shall be held in trust for the Successor Agent, and the Resigning Agent shall promptly return without setoff or counterclaim such payment to the Successor Agent for payment to the Person entitled thereto.

(b) In the event that, on or after the Effective Date, the Successor Agent receives any principal, interest or other amount owing to the Resigning Agent under any Loan Document, the Successor Agent agrees that such payment shall be held in trust for the Resigning Agent and the Successor Agent shall promptly return without setoff or counterclaim such payment to the Resigning Agent.

(c) Notwithstanding any other provision herein or in any other Loan Document to the contrary, on and after the Effective Date, all payments of principal, interest, fees and other Obligations payable by the Borrower or any other Credit Parties under the Loan Documents to the Administrative Agent shall be payable to the Successor Agent as and when such amounts become due and payable pursuant to the Loan Documents.

12. Miscellaneous.

(a) Conditions to Effectiveness. This Agreement shall be effective as of the date (the "Effective Date") that the following conditions have been met: (i) the Resigning Agent and the Successor Agent shall have received this Agreement, executed and delivered by a duly authorized officer of the Resigning Agent, the Successor Agent, the Required Lenders and the Credit Parties, respectively, (ii) the Successor Agent shall have received that certain Fee Letter, dated as of the date hereof (the "Successor Agent Fee Letter"), executed and delivered by a duly authorized officer of the Borrower, which the parties hereto hereby acknowledge and agree shall constitute the "Agent Fee Letter" for all purposes under the Credit Agreement from and after the date hereof (it being understood and agreed that the Agent Fee Letter previously delivered to Bank of America is hereby terminated in all respects, except with respect to the provisions intended to survive pursuant to the terms therein and except that the Borrower shall be obligated to pay in full on September 30, 2018, the annual administrative fee set forth in the Agent Fee Letter, prorated from July 2, 2018, to the Effective Date), (iii) the Successor Agent shall have received from Borrower payment in immediately available funds of any amounts payable pursuant to the terms of the Successor Agent Fee Letter, and any other amounts payable to it as Successor Agent, including, without limitation, the reasonable out-of-pocket costs and expenses (including without limitation reasonable fees and out-of-pocket expenses of outside counsel), incurred by the Successor Agent in order to effect the matters covered hereby, in each case to the extent such reimbursement is required pursuant to the Loan Documents (and, for the avoidance of doubt, assuming for such purpose that it were the Administrative Agent during the applicable period), (iv) the Resigning Agent shall have delivered to the Successor Agent a true and correct copy of the documents listed on Schedule I, (v) the Resigning Agent shall have

delivered to the Successor Agent the current version of the Register in the Resigning Agent's possession, (vi) the Successor Agent shall have received all applicable tax forms and "know your client" information; and (vii) the Resigning Agent shall have received from the Borrower payment in immediately available funds of all accrued and unpaid fees, costs, expenses and other amounts payable to it as the Resigning Agent pursuant to the Loan Documents (including without limitation reasonable fees and out-of-pocket expenses of outside counsel) incurred by the Resigning Agent in order to effect the matters covered hereby, in each case to the extent such reimbursement is required pursuant to the Loan Documents (and, for the avoidance of doubt, assuming for such purpose that it were the Administrative Agent during the applicable period).

(b) Representations and Warranties of the Credit Parties and Lenders. Each of the Credit Parties and each of the Lenders party hereto hereby represents and warrants that it is duly authorized to execute and perform its obligations under this Agreement and that such execution is not prohibited by any material applicable law.

(c) Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, (i) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby and (ii) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(d) Continuing Effect; No Other Waivers or Amendments. Except to the extent expressly set forth herein, this Agreement shall not constitute an amendment to or waiver of any provision of the Credit Agreement or the other Loan Documents and shall not be construed as a consent to any action on the part of any Credit Party, or any other subsidiary of any Credit Party that would require an amendment, waiver or consent of the Administrative Agent or any Lender. The provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect in accordance with their terms. After the Effective Date, as set forth in Section 14.6(a) of the Credit Agreement, the provisions of Sections 5.2.2(e) and 16.3 of the Credit Agreement (including, following the Effective Date, new subsection (b) of Section 16.3) shall inure to the benefit of the Resigning Agent (and, as and to the extent provided therein, its Affiliates, its Related Parties, and each of its Related Parties' respective Affiliates) as to any actions taken or omitted to be taken while it was Administrative Agent under the Credit Agreement and the other Loan Documents, and it is understood and agreed that the Successor Agent (a) shall have no responsibility or liability whatsoever for any actions taken or failures to take action in respect of the Loan Documents (including without limitation any matters relating to payments, computations and accruals) for the period prior to the Effective Date and (b) shall receive all of the benefits, indemnifications and exculpations provided for in the Credit Agreement (including without limitation under the provisions of Sections 5.2.2(e) and 16.3 and including, following the Effective Date, new subsection (b) of Section 16.3) that are stated therein to apply to the Administrative Agent from and after the Effective Date; it being understood and agreed that none of the Resigning Agent, its Related Parties or any of their respective Affiliates shall have any liability (express or implied) by operation of preceding clauses (a) and (b). The Resigning Agent shall retain all claims and rights to indemnification under the Credit Agreement and the other Loan Documents for acts, omissions, events or

circumstances occurring or existing on, prior to or after the Effective Date in its capacity as Resigning Agent under the Credit Agreement and the other Loan Documents. Without in any way limiting the Credit Parties' obligations under the Loan Documents, the Borrower shall promptly reimburse the Resigning Agent for all reasonable and documented out-of-pocket costs and expenses incurred by the Resigning Agent or the Successor Agent in connection with any actions taken pursuant to this Agreement (including reasonable fees and out-of-pocket costs of Davis Polk & Wardwell LLP, of Moses & Singer LLP, and of special maritime counsel to be paid directly to such counsel), in each case to the extent such reimbursement is required pursuant to the Loan Documents (and, for the avoidance of doubt, assuming for such purpose that it were the Administrative Agent during the applicable period). The Credit Parties each agree that section IV.S of the Plan shall be deemed to inure to the benefit of each of the Resigning Agent, the Successor Agent and their respective advisors.

(e) Release. The Borrower and each other Credit Party (each on its own behalf and on behalf of its respective Affiliates) forever waives, releases and discharges any and all claims (including, without limitation, cross-claims, counterclaims, rights of setoff and recoupment), causes of action, demands, suits, costs, expenses and damages that it now has or hereafter may have, of whatsoever nature and kind, whether known or unknown, whether now existing or hereafter arising, whether arising at law or in equity, against the Agent and/or any Lender (in their respective capacities as such) and any of their respective subsidiaries and affiliates, and each of their respective successors, assigns, officers, directors, employees, agents, attorneys and other advisors or representatives (collectively, the "Released Parties"); provided that in each case such claim is based in whole or in part on facts, events or conditions, whether known or unknown, existing on or prior to the date hereof and which arise out of or are related to the Credit Agreement or the Credit Agreement as amended by this Agreement, the other Loan Documents, the Obligations or the Collateral (collectively, the "Released Claims"). The Borrower and other Credit Parties further agree to refrain from commencing, instituting or prosecuting, or supporting any Person that commences, institutes, or prosecutes, any lawsuit, action or other proceeding against any and all Released Parties with respect to any and all Released Claims.

(f) Loan Documents. The parties hereto hereby agree that each of this Agreement and the Successor Agent Fee Letter shall constitute a Loan Document, and the Credit Parties' obligations under either of the foregoing shall constitute Obligations.

(g) Notices.

(i) The following address to be used for purposes of communications to the Successor Agent pursuant to the Credit Agreement or the other Loan Documents:

Cortland Capital Market Services LLC
225 W. Washington St., 9th Floor
Chicago, Illinois 60606
Attn: Legal Department and Frances Real
Telephone: 312-564-5100
Fax: 312-376-0751
Email: legal@cortlandglobal.com and cpcagency@cortlandglobal.com

As of the Effective Date, the Successor Agent has provided its account details to the Borrower.

(ii) The following address is to be used for any communications from the Successor Agent to the Resigning Agent in connection with this Agreement, the Credit Agreement or the other Loan Documents:

Bank of America, N.A.
900 West Trade St.
6th Floor
NC1-026-06-03
Charlotte, NC 28255
Attention: Mollie Canup
Telephone: (980) 387-5449
Fax: (704) 409-0011
Email: Mollie.S.Canup@BAML.com

(h) Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by fax, email or other electronic method of transmission), and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

(i) Governing Law; Submission to Jurisdiction; Waiver of Jury Trial. The provisions of Section 16.7 and 16.11 of the Credit Agreement shall apply to this Agreement and to any dispute arising from or relating to this Agreement, to the same extent as if fully set forth herein.

[Signature Pages to Follow]

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

THE RESIGNING AGENT

BANK OF AMERICA, N.A., as the Resigning Agent

By: Mollie S. Canup

Name:

Mollie S. Canup

Title:

Vice President

[SIGNATURE PAGE TO HGIM SUCCESSOR AGENT AGREEMENT]

991233543v16

PATENT
REEL: 048200 FRAME: 0512

THE SUCCESSOR AGENT

**CORTLAND CAPITAL MARKET SERVICES, LLC, as
the Successor Agent**

By: 
Name: Matthew Trybula
Title: Associate Counsel

[SIGNATURE PAGE TO HGIM SUCCESSOR AGENT AGREEMENT]

THE CREDIT PARTIES

HGIM CORP.

By: 

Name: [Shane J. Guidry]

Title: [Chief Executive Officer]

**HARVEY GULF INTERNATIONAL MARINE,
LLC**

By: 

Name: [Shane J. Guidry]

Title: [Chief Executive Officer]

**GOLDEN LANE MARINE, INC.
GUIDRY BROTHERS, INC.
GCSR HOLDINGS, INC.
GCS REALTY, INC.**

By: 

Name: [Shane J. Guidry]

Title: [Chief Executive Officer]

**GULF COAST SHIPYARD REALTY, LLC
GULF COAST SHIPYARD GROUP, INC.**

By: 

Name: [Jeffrey Henderson]

Title: [Chief Financial Officer]

GCSG HOLDINGS, LLC

By: Harvey America LNG, LLC, its managing member

By: [Harvey Gulf International Marine, LLC], its manager

By: 

Name: [Shane J. Guidry]

Title: [Chief Executive Officer]

HARVEY AMERICA LNG, LLC
HARVEY BEAR, LLC
HARVEY BLUE-SEA, LLC
HARVEY BRONCO, LLC
HARVEY BULL, LLC
HARVEY CARRIER, LLC
HARVEY CHALLENGER, LLC
HARVEY CHAMPION, LLC
HARVEY CHARGER, LLC
HARVEY COLT, LLC
HARVEY CONDOR, LLC
HARVEY COUGAR, LLC
HARVEY COWBOY, LLC
HARVEY DEEP-SEA, LLC
HARVEY EAGLE, LLC
HARVEY ENERGY, LLC
HARVEY EXPLORER 242, L.L.C.
HARVEY EXPRESS 225, LLC
HARVEY FALCON, LLC
HARVEY FREEDOM, LLC
HARVEY GIANT, LLC
HARVEY GLADIATOR, LLC
HARVEY HAULER, LLC
HARVEY HAWK, LLC
HARVEY HEAT, LLC
HARVEY HERD, LLC
HARVEY HURRICANE, LLC
HARVEY HUSTLER, LLC
HARVEY INTRUDER, LLC
HARVEY JAGUAR, LLC
HARVEY LEADER, LLC
HARVEY LEGEND, LLC
HARVEY LIBERTY, LLC
HARVEY LION, LLC
HARVEY MUSTANG, LLC
HARVEY PACER, LLC
HARVEY PANTHER, LLC
HARVEY PIONEER, LLC
HARVEY POWER, LLC

By: [Harvey Gulf International Marine, LLC],
its sole manager

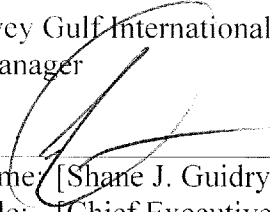
By: _____

Name: [Shane J. Guidry]

Title: [Chief Executive Officer]

HARVEY PROVIDER 240, L.L.C.
HARVEY RAIDER, LLC
HARVEY RAIN, LLC
HARVEY RAM, LLC
HARVEY RAVEN, LLC
HARVEY ROVER, LLC
HARVEY RUNNER, LLC
HARVEY SAILOR, LLC
HARVEY SAINT, LLC
HARVEY SEA-HAWK, LLC
HARVEY SEAS, LLC
HARVEY SPIRIT, LLC
HARVEY SPUR, LLC
HARVEY STEELER, LLC
HARVEY STORM, LLC
HARVEY SUBSEA, LLC
HARVEY SUPPORTER, LLC
HARVEY WAR HORSE, L.L.C.
HARVEY WAVE, LLC
HARVEY WIND, LLC
HARVEY WORKER, LLC

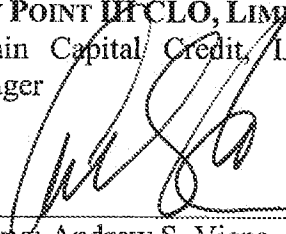
By: [Harvey Gulf International Marine, LLC],
its sole manager

By: 
Name: [Shane J. Guidry]
Title: [Chief Executive Officer]

THE REQUIRED LENDERS

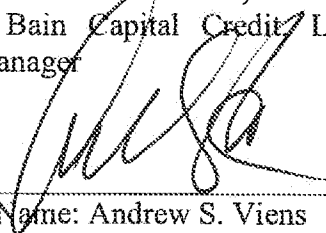
AVERY POINT III CLO, LIMITED, a Lender:
By: Bain Capital Credit LP, as Portfolio
Manager

By


Name: Andrew S. Viens
Title: Executive Vice President

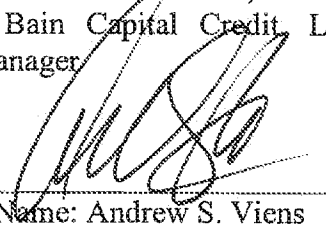
AVERY POINT IV CLO, LIMITED, a Lender:
By: Bain Capital Credit LP, as Portfolio
Manager

By


Name: Andrew S. Viens
Title: Executive Vice President

RACE POINT VII CLO, LIMITED, a Lender:
By: Bain Capital Credit LP, as Portfolio
Manager

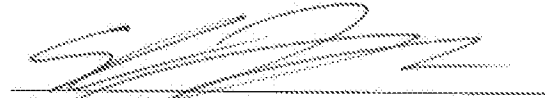
By


Name: Andrew S. Viens
Title: Executive Vice President

THE REQUIRED LENDERS

CATERPILLAR FINANCIAL
SERVICES CORPORATION, a Lender:

By



Name: Ed Norfleet

Title: Special Accounts Manager

THE REQUIRED LENDERS

HANCOCK WHITNEY BANK, on behalf
of certain funds and accounts, each a
Lender:

By



Name: **Eric K. Sander**

Title: **Vice President**

[SIGNATURE PAGE TO HGIM SUCCESSOR AGENT AGREEMENT]

PATENT
REEL: 048200 FRAME: 0519

THE REQUIRED LENDERS

HSBC BANK PLC, on behalf of certain funds
and accounts, each a Lender:

By



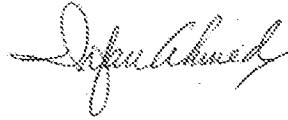
Name:

Title:

By: Tanja Clevely
Title: Authorised Signatory

THE REQUIRED LENDERS

IDEO, on behalf of certain funds and accounts, each a Lender:



By _____

Name: Irfan Ahmed

Title: Authorized Signatory

THE REQUIRED LENDERS

A Voce CLO, Ltd. , on behalf of certain funds and accounts, each a Lender:

By: Invesco Senior Secured Management, Inc. as Collateral Manager

A handwritten signature in black ink, appearing to read "KEVIN EGAN", written over a horizontal line.

By:

Name: Kevin Egan

Title: Authorized Individual

THE REQUIRED LENDERS

American General Life Insurance Company , on
behalf of certain funds and accounts, each a
Lender:

By: Invesco Senior Secured Management, Inc. as
Investment Manager

A handwritten signature in black ink, appearing to read 'KEVIN EGAN', is written over a horizontal line. The signature is stylized and somewhat cursive.

By:

Name: Kevin Egan

Title: Authorized Individual

THE REQUIRED LENDERS

American Home Assurance Company , on behalf of
certain funds and accounts, each a Lender:

By: Invesco Senior Secured Management, Inc. as
Investment Manager

A handwritten signature in black ink, appearing to read 'KEVIN EGAN', written over a horizontal line. The signature is somewhat stylized and cursive.

By:

Name: Kevin Egan

Title: Authorized Individual

THE REQUIRED LENDERS

BOC Pension Investment Fund , on behalf of
certain funds and accounts, each a Lender:
BY: Invesco Senior Secured Management, Inc. as
Attorney in Fact

A handwritten signature in black ink, appearing to read 'KEVIN EGAN', is written over a horizontal line. The signature is somewhat stylized and cursive.

By:

Name: Kevin Egan

Title: Authorized Individual

THE REQUIRED LENDERS

Diversified Credit Portfolio Ltd. , on behalf of
certain funds and accounts, each a Lender:

BY: Invesco Senior Secured Management, Inc. as
Investment Adviser

A handwritten signature in black ink, appearing to read "KEVIN EGAN", written over a horizontal line. The signature is somewhat stylized and cursive.

By:

Name: Kevin Egan

Title: Authorized Individual

THE REQUIRED LENDERS

Invesco BL Fund, Ltd. , on behalf of certain funds
and accounts, each a Lender:

By: Invesco Management S.A. As Investment
Manager

A handwritten signature in black ink, appearing to read 'KEVIN EGAN', is written over a horizontal line. The signature is contained within a rectangular area with a light gray, dotted background.

By:

Name: Kevin Egan

Title: Authorized Individual

THE REQUIRED LENDERS

Invesco Dynamic Credit Opportunities Fund , on
behalf of certain funds and accounts, each a
Lender:

BY: Invesco Senior Secured Management, Inc. as
Sub-advisor

A handwritten signature in black ink, appearing to read 'KEVIN EGAN', is written over a horizontal line. The signature is stylized and somewhat cursive.

By:

Name: Kevin Egan

Title: Authorized Individual

THE REQUIRED LENDERS

Invesco Floating Rate Fund , on behalf of certain
funds and accounts, each a Lender:

BY: Invesco Senior Secured Management, Inc. as
Sub-Adviser

A handwritten signature in black ink, appearing to read 'KEVIN EGAN', is written over a horizontal line. The signature is somewhat stylized and cursive.

By:

Name: Kevin Egan

Title: Authorized Individual

THE REQUIRED LENDERS

Invesco Floating Rate Income Fund , on behalf of
certain funds and accounts, each a Lender:

By: Invesco Senior Secured Management, Inc. as
Sub-Adviser

A handwritten signature in black ink, appearing to read "KEGAN", is written over a horizontal line. The signature is somewhat stylized and cursive.

By:

Name: Egan, Kevin

Title: Authorized Individual

[SIGNATURE PAGE TO HGIM SUCCESSOR AGENT AGREEMENT]

PATENT
REEL: 048200 FRAME: 0530

THE REQUIRED LENDERS

Invesco Senior Income Trust , on behalf of certain
funds and accounts, each a Lender:

BY: Invesco Senior Secured Management, Inc. as
Sub-advisor

A handwritten signature in black ink, appearing to read "KEVIN EGAN", is written over a horizontal line. The signature is somewhat stylized and cursive.

By:

Name: Kevin Egan

Title: Authorized Individual

THE REQUIRED LENDERS

Invesco Senior Loan Fund , on behalf of certain
funds and accounts, each a Lender:

BY: Invesco Senior Secured Management, Inc. as
Sub-advisor

A handwritten signature in black ink, appearing to read "KEVIN EGAN", is written over a horizontal line. The signature is somewhat stylized and cursive.

By:

Name: Kevin Egan

Title: Authorized Individual

THE REQUIRED LENDERS

Invesco Zodiac Funds - Invesco US Senior Loan Fund , on behalf of certain funds and accounts, each a Lender:

By: Invesco Senior Secured Management, Inc. as Investment Manager

A handwritten signature in black ink, appearing to read 'KEVIN EGAN', written over a horizontal line.

By:

Name: Kevin Egan

Title: Authorized Individual

THE REQUIRED LENDERS

Kaiser Foundation Hospitals , on behalf of certain
funds and accounts, each a Lender:

By: Invesco Senior Secured Management, Inc. as
Investment Manager

A handwritten signature in black ink, appearing to read "KEVIN EGAN", is written over a horizontal line. The signature is somewhat stylized and cursive.

By:

Name: Kevin Egan

Title: Authorized Individual

THE REQUIRED LENDERS

Kaiser Permanente Group Trust , on behalf of
certain funds and accounts, each a Lender:

By: Invesco Senior Secured Management, Inc. as
Investment Manager

A handwritten signature in black ink, appearing to read "KEGAN", written over a horizontal line. The signature is somewhat stylized and cursive.

By:

Name: Kevin Egan

Title: Authorized Individual

THE REQUIRED LENDERS

Kapitalforeningen Investin Pro, US Leveraged
Loans I , on behalf of certain funds and accounts,
each a Lender:

By: Invesco Senior Secured Management, Inc. as
Investment Manager

A handwritten signature in black ink, appearing to read 'KEVIN EGAN', written over a horizontal line.

By:

Name: Kevin Egan

Title: Authorized Individual

THE REQUIRED LENDERS

Lexington Insurance Company , on behalf of
certain funds and accounts, each a Lender:

By: Invesco Senior Secured Management, Inc. as
Investment Manager

A handwritten signature in black ink, appearing to read "KEVIN EGAN", written over a horizontal line. The signature is somewhat stylized and cursive.

By:

Name: Kevin Egan

Title: Authorized Individual

THE REQUIRED LENDERS

Limerock CLO III, Ltd. , on behalf of certain funds
and accounts, each a Lender:

BY: Invesco Senior Secured Management, Inc. as
Collateral Manager

A handwritten signature in black ink, appearing to read 'KEVIN EGAN', is written over a horizontal line. The signature is somewhat stylized and cursive.

By:

Name: Kevin Egan

Title: Authorized Individual

THE REQUIRED LENDERS

Linde Pension Plan Trust , on behalf of certain
funds and accounts, each a Lender:

By: Invesco Senior Secured Management, Inc. as
Investment Manager

A handwritten signature in black ink, appearing to read "KEVIN EGAN", written over a horizontal line. The signature is somewhat stylized and cursive.

By:

Name: Kevin Egan

Title: Authorized Individual

THE REQUIRED LENDERS

Medical Liability Mutual Insurance Company , on
behalf of certain funds and accounts, each a
Lender:

BY: Invesco Advisers, Inc. as Investment Manager

A handwritten signature in black ink, appearing to read 'KEVIN EGAN', is written over a horizontal line. The signature is stylized and somewhat cursive.

By:

Name: Kevin Egan

Title: Authorized Individual

THE REQUIRED LENDERS

National Union Fire Insurance Company of
Pittsburgh, Pa. , on behalf of certain funds and
accounts, each a Lender:

By: Invesco Senior Secured Management, Inc. as
Investment Manager

A handwritten signature in black ink, appearing to read 'KEVIN EGAN', written over a horizontal line.

By:

Name: Kevin Egan

Title: Authorized Individual

THE REQUIRED LENDERS

Sentry Insurance a Mutual Company , on behalf of
certain funds and accounts, each a Lender:

BY: Invesco Senior Secured Management, Inc. as
Sub-Advisor

A handwritten signature in black ink, appearing to read "KEVIN EGAN", written over a horizontal line. The signature is somewhat stylized and cursive.

By:

Name: Kevin Egan

Title: Authorized Individual

THE REQUIRED LENDERS

The City of New York Group Trust , on behalf of
certain funds and accounts, each a Lender:

BY: Invesco Senior Secured Management, Inc. as
Investment Manager

A handwritten signature in black ink, appearing to read "KEVIN EGAN", written over a horizontal line.

By:

Name: Kevin Egan

Title: Authorized Individual

THE REQUIRED LENDERS

The Variable Annuity Life Insurance Company , on
behalf of certain funds and accounts, each a
Lender:

By: Invesco Senior Secured Management, Inc. as
Investment Manager

A handwritten signature in black ink, appearing to read 'KEVIN EGAN', written over a horizontal line.

By:

Name: Kevin Egan

Title: Authorized Individual

THE REQUIRED LENDERS

LAKE PLACID FUNDING, on behalf of
certain funds and accounts, each a Lender:



By _____

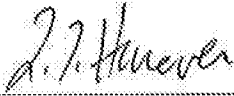
Name: Irfan Ahmed

Title: Authorized Signatory

THE REQUIRED LENDERS

MARATHON CLO VII LTD., a Lender

By: MARATHON ASSET MANAGEMENT LP
as Portfolio Manager

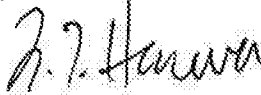
By: 
Name:
Title:

LOUIS T. HANOVER
AUTHORIZED SIGNATORY

THE REQUIRED LENDERS

MARATHON CLO VI LTD., a Lender

By: MARATHON ASSET MANAGEMENT LP
as Portfolio Manager

By: 
Name: LOUIS T. HANOVER
Title: AUTHORIZED SIGNATORY

THE REQUIRED LENDERS

MARATHON CLO V LTD., a Lender

By: MARATHON ASSET MANAGEMENT LP
as Portfolio Manager



By: _____
Name: LOUIS T. HANOVER
Title: AUTHORIZED SIGNATORY

THE REQUIRED LENDERS

OCP CLO 2012-2, Ltd. , on behalf of certain funds
and accounts, each a Lender:

By: Onex Credit Partners, LLC,
as Collateral Manager

By: 

Name: Paul Travers

Title: Portfolio Manager

THE REQUIRED LENDERS

OCP CLO 2013-4, Ltd. , on behalf of certain funds
and accounts, each a Lender:

By: Onex Credit Partners, LLC,
as Portfolio Manager

By: 


Name: Paul Travers

Title: Portfolio Manager

THE REQUIRED LENDERS

OCP CLO 2014-5, Ltd. , on behalf of certain funds
and accounts, each a Lender:

By: Onex Credit Partners, LLC,
as Portfolio Manager

By: 

Name: Paul Travers

Title: Portfolio Manager

THE REQUIRED LENDERS

OCP CLO 2014-6, Ltd. , on behalf of certain funds
and accounts, each a Lender:

By: Onex Credit Partners, LLC,
as Portfolio Manager

By: 

Name: Paul Travers

Title: Portfolio Manager

THE REQUIRED LENDERS

OCP CLO 2014-7, Ltd. , on behalf of certain funds
and accounts, each a Lender:

By: Onex Credit Partners, LLC,
as Portfolio Manager

By: 

Name: Paul Travers

Title: Portfolio Manager

THE REQUIRED LENDERS

OCP CLO 2015-8, Ltd. , on behalf of certain funds
and accounts, each a Lender:

By: Onex Credit Partners, LLC,
as Portfolio Manager

By: 


Name: Paul Travers

Title: Portfolio Manager

THE REQUIRED LENDERS

OCP CLO 2015-9, Ltd. , on behalf of certain funds
and accounts, each a Lender:

By: Onex Credit Partners, LLC,
as Portfolio Manager

By: 

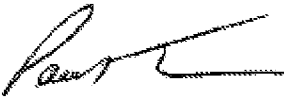
Name: Paul Travers

Title: Portfolio Manager

THE REQUIRED LENDERS

OCP Credit Strategy Fund , on behalf of certain
funds and accounts, each a Lender:

By: Onex Credit Partners, LLC, its manager

By: 

Name: Paul Travers

Title: Portfolio Manager

THE REQUIRED LENDERS

OCP Senior Credit Fund , on behalf of certain
funds and accounts, each a Lender:

By: Onex Credit Partners, LLC, its investment
manager

By: 

Name: Paul Travers

Title: Portfolio Manager

THE REQUIRED LENDERS

Onex Debt Opportunity Fund, LP , on behalf of
certain funds and accounts, each a Lender:

By: Onex Credit Partners, LLC, its investment
manager

By: 

Name: Paul Travers

Title: Portfolio Manager

THE REQUIRED LENDERS

Onex Debt Opportunity Fund, Ltd. , on behalf of
certain funds and accounts, each a Lender:

By: Onex Credit Partners, LLC, its investment
manager

By: 

Name: Paul Travers

Title: Portfolio Manager

THE REQUIRED LENDERS

Onex Senior Credit Fund, L.P. , on behalf of
certain funds and accounts, each a Lender:

By: Onex Credit Partners, LLC, its investment
manager

By: 

Name: Paul Travers

Title: Portfolio Manager

THE REQUIRED LENDERS

Onex Senior Credit II, LP , on behalf of certain
funds and accounts, each a Lender:

By: Onex Credit Partners, LLC, its investment
manager

By: 

Name: Paul Travers

Title: Portfolio Manager

THE REQUIRED LENDERS

Brown Brothers Harriman & Co. acting
as agent for OppenheimerFunds, Inc.

Oppenheimer Fundamental Alternatives Fund, on
behalf of certain funds and accounts, each a
Lender:

By

Name:

Title:



Janet Harrison
Associate

THE REQUIRED LENDERS

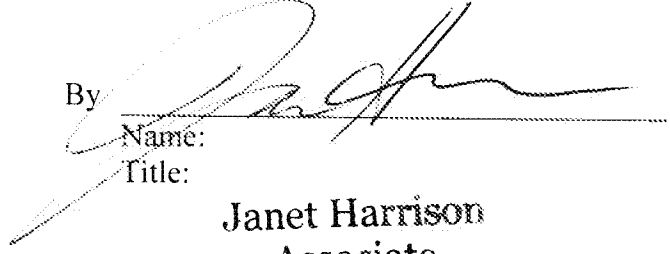
Oppenheimer Master Loan Fund, LLC., on behalf
of certain funds and accounts, each a
Lender:

Brown Brothers Harriman & Co. acting
as agent for OppenheimerFunds, Inc.

By

Name:

Title:

A handwritten signature in black ink, appearing to read "Janet Harrison", is written over a horizontal dotted line. The signature is fluid and cursive.

Janet Harrison
Associate

THE REQUIRED LENDERS

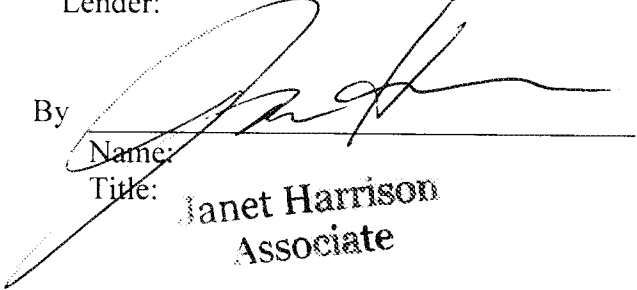
Oppenheimer Senior Floating Rate Fund, on behalf of certain funds and accounts, each a Lender:

Brown Brothers Harriman & Co. acting as agent for Oppenheimer Funds, Inc.

By

Name:

Title:


Janet Harrison
Associate

THE REQUIRED LENDERS


Oppenheimer Senior Floating Rate Plus Fund, on behalf of certain funds and accounts, each a Lender:

Brown Brothers Harriman & Co. acting
as agent for Oppenheimer Funds, Inc.

By

Name:

Title:

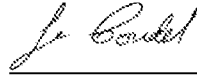

Janet Harrison
Associate

THE REQUIRED LENDERS

Blue Cross of Idaho Health Service, Inc., a
Lender:

By: Seix Investment Advisors LLC, as
Investment Manager

By:



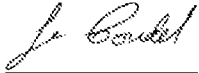
Name: George Goudelias

Title: Managing Director

THE REQUIRED LENDERS

City National Rochdale Fixed Income
Opportunities Fund, a Lender:

By: Seix Investment Advisors LLC, as
Subadviser

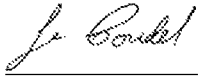
By: 

Name: George Goudelias

Title: Managing Director

THE REQUIRED LENDERS

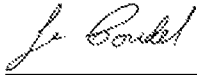
Mountain View CLO 2013-1 LTD, a Lender:
By: Seix Investment Advisors LLC, as
Collateral Manager

By: 

Name: George Goudelias
Title: Managing Director

THE REQUIRED LENDERS

Mountain View CLO 2014-1 Ltd, a Lender:
By: Seix Investment Advisors LLC, as
Collateral Manager

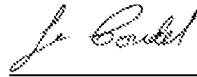
By: 
Name: George Goudelias
Title: Managing Director

THE REQUIRED LENDERS

Virtus Seix Floating Rate High Income
Fund, a Lender:

By: Seix Investment Advisors LLC, as
Subadviser

By:



Name: George Goudelias

Title: Managing Director

THE REQUIRED LENDERS

BayCity Alternative Investment Funds SICAV-SIF - BayCity US Senior Loan Fund, as a Lender:

BY: SYMPHONY ASSET MANAGEMENT LLC, AS
INVESTMENT ADVISOR

By Judith MacDonald
Name: Judith MacDonald
Title: General Counsel

THE REQUIRED LENDERS

BayCity Long-Short Credit Master Fund Ltd.,
as a Lender:

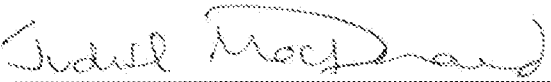
BY: SYMPHONY ASSET MANAGEMENT LLC, AS
INVESTMENT ADVISOR

By 
Name: Judith MacDonald
Title: General Counsel

THE REQUIRED LENDERS

California Street CLO IX Limited Partnership,
each a Lender:

BY: SYMPHONY ASSET MANAGEMENT LLC, AS
COLLATERAL MANAGER

By 

Name: Judith MacDonald

Title: General Counsel

THE REQUIRED LENDERS

California Street CLO XII, Ltd., as a Lender:

BY: SYMPHONY ASSET MANAGEMENT LLC, AS
COLLATERAL MANAGER

By Judith MacDonald

Name: Judith MacDonald

Title: General Counsel

THE REQUIRED LENDERS

BayCity Event Driven Opportunities Master
Fund, L.P., as a Lender:

BY: SYMPHONY ASSET MANAGEMENT LLC, AS
GENERAL PARTER

By Judith MacDonald
Name: Judith MacDonald
Title: General Counsel

THE REQUIRED LENDERS

Symphony Floating Rate Senior Loan Fund,
as a Lender:

BY: SYMPHONY ASSET MANAGEMENT LLC, AS
INVESTMENT ADVISOR

By Judith MacDonald
Name: Judith MacDonald
Title: General Counsel

THE REQUIRED LENDERS

Principal Diversified Real Asset CIT, as a
Lender:

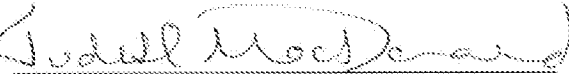
BY: SYMPHONY ASSET MANAGEMENT LLC, AS
INVESTMENT ADVISOR

By Judith MacDonald
Name: Judith MacDonald
Title: General Counsel

THE REQUIRED LENDERS

Principal Funds, Inc. - Diversified Real Asset Fund, as a Lender:

BY: SYMPHONY ASSET MANAGEMENT LLC, AS
INVESTMENT ADVISOR

By 

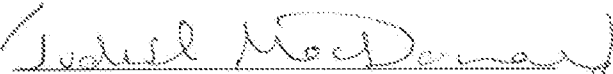
Name: Judith MacDonald

Title: General Counsel

THE REQUIRED LENDERS

SCOF-2 Ltd., as a Lender:

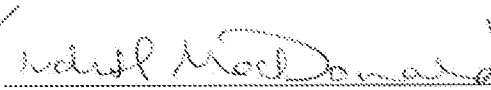
BY: SYMPHONY ASSET MANAGEMENT LLC, AS
COLLATERAL MANAGER

By 
Name: Judith MacDonald
Title: General Counsel

THE REQUIRED LENDERS

Symphony CLO XIV, Ltd., as a Lender:

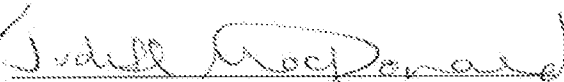
BY: SYMPHONY ASSET MANAGEMENT LLC, AS
COLLATERAL MANAGER

By 
Name: Judith MacDonald
Title: General Counsel

THE REQUIRED LENDERS

Symphony CLO XV, Ltd., as a Lender:

BY: SYMPHONY ASSET MANAGEMENT LLC, AS
COLLATERAL MANAGER

By 
Name: Judith MacDonald
Title: General Counsel

THE REQUIRED LENDERS

Symphony CLO XVI, Ltd., as a Lender:

BY: SYMPHONY ASSET MANAGEMENT LLC, AS
COLLATERAL MANAGER

By Judith MacDonald

Name: Judith MacDonald

Title: General Counsel

THE REQUIRED LENDERS

Nuveen Senior Income Fund, as a Lender:

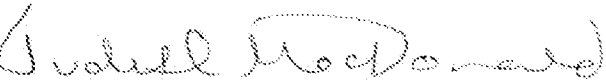
By Judith MacDonald

Name: Judith MacDonald

Title: Authorized Signatory

THE REQUIRED LENDERS

Nuveen Short Duration Credit Opportunities
Fund, as a Lender:

By 

Name: Judith MacDonald

Title: Authorized Signatory

THE REQUIRED LENDERS

Nuveen Symphony Credit Opportunities Fund.
as a Lender:

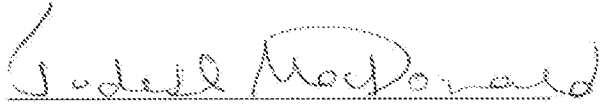
By Judith MacDonald

Name: Judith MacDonald

Title: Authorized Signatory

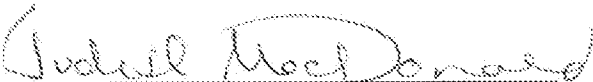
THE REQUIRED LENDERS

Nuveen Symphony Floating Rate Income Fund,
as a Lender:

By 
Name: Judith MacDonald
Title: Authorized Signatory

THE REQUIRED LENDERS

Nuveen Tax-Advantaged Total Return Strategy
Fund, as a Lender:

By 

Name: Judith MacDonald

Title: Authorized Signatory

THE REQUIRED LENDERS

Pensiondanmark

Pensionsforsikringsaktieselskab, as a Lender:

BY: SYMPHONY ASSET MANAGEMENT LLC, AS
INVESTMENT ADVISOR

By Judith MacDonald

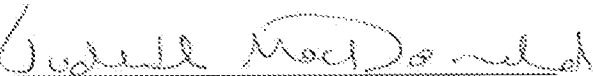
Name: Judith MacDonald

Title: General Counsel

THE REQUIRED LENDERS

Menard, Inc., as a Lender:

BY: SYMPHONY ASSET MANAGEMENT LLC, AS
INVESTMENT ADVISOR

By 

Name: Judith MacDonald
Title: General Counsel

THE REQUIRED LENDERS

Municipal Employees' Annuity and Benefit
Fund of Chicago, as a Lender:

BY: SYMPHONY ASSET MANAGEMENT LLC, AS
INVESTMENT ADVISOR

By Judith MacDonald

Name: Judith MacDonald

Title: General Counsel

THE REQUIRED LENDERS

Nuveen Credit Strategies Income Fund, as a
Lender:

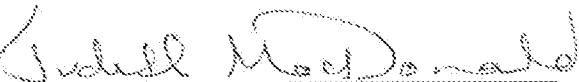
By Judith MacDonald

Name: Judith MacDonald

Title: Authorized Signatory

THE REQUIRED LENDERS

Nuveen Diversified Dividend and Income Fund.
as a Lender:

By 

Name: Judith MacDonald

Title: Authorized Signatory

THE REQUIRED LENDERS

Nuveen Floating Rate Income Fund, as a
Lender:

By Judith MacDonald

Name: Judith MacDonald

Title: Authorized Signatory

THE REQUIRED LENDERS

California Street CLO XI Limited Partnership,
as a Lender:

BY: SYMPHONY ASSET MANAGEMENT LLC, AS
COLLATERAL MANAGER

By Judith MacDonald
Name: Judith MacDonald
Title: General Counsel

THE REQUIRED LENDERS

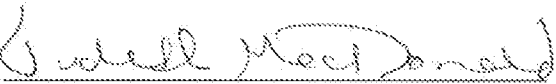
BayCity Senior Loan Master Fund Ltd., as a
Lender:

BY: SYMPHONY ASSET MANAGEMENT LLC, AS
INVESTMENT ADVISOR

By Judith MacDonald
Name: Judith MacDonald
Title: General Counsel

THE REQUIRED LENDERS

Nuveen Floating Rate Income Opportunity
Fund, as a Lender:

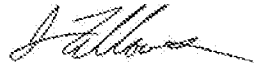
By 

Name: Judith MacDonald

Title: Authorized Signatory

THE REQUIRED LENDERS

THL Credit Bank Loan Select
Master Fund, a Class of The THL Credit Bank
Loan Select Series Trust I
By THL Credit Senior Loan Strategies LLC, as
Investment Manager, on behalf of certain funds
and accounts, each a Lender:

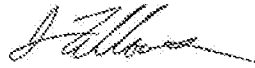


Name: James R. Fellows

Title: Chief Investment Officer

THE REQUIRED LENDERS

BSG Fund Management B.V. on behalf of the
Stichting Blue Sky Active Fixed Income US
Leveraged Loan Fund
By THL Credit Senior Loan
Strategies LLC, as Manager, on behalf of
certain funds and accounts, each a Lender:

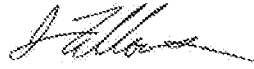


Name: James R. Fellows

Title: Chief Investment Officer

THE REQUIRED LENDERS

Stichting Pensioenfond Hoogovens
by THL Credit Advisors LLC,
its Asset Manager, on behalf of certain funds
and accounts, each a Lender:

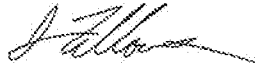


Name: James R. Fellows

Title: Chief Investment Officer

THE REQUIRED LENDERS

THL Credit Lake Shore MM CLO II, Ltd. By
THL Credit Advisors LLC, its Servicer, on
behalf of certain funds and accounts, each a
Lender:

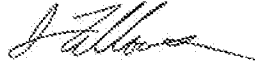


Name: James R. Fellows

Title: Chief Investment Officer

THE REQUIRED LENDERS

Russell Investments Institutional Funds, LLC
Absolute Return Fixed Income Fund By THL
Credit Advisors LLC, as Investment Manager,
on behalf of certain funds and accounts, each a
Lender:

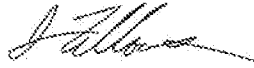


Name: James R. Fellows

Title: Chief Investment Officer

THE REQUIRED LENDERS

Russell Investments Ireland Limited on behalf
of the Russell Floating Rate Fund, a subfund of
Russell Investments Qualifying Investor
Alternative Funds plc By THL Credit Advisors
LLC, as Investment Manager, on behalf of
certain funds and accounts, each a Lender:

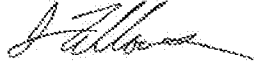


Name: James R. Fellows

Title: Chief Investment Officer

THE REQUIRED LENDERS

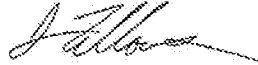
Russell Investments Global Unconstrained
Bond Pool
by THL Credit Advisors LLC,
as Investment Manager, on behalf of certain
funds and accounts, each a Lender:



Name: James R. Fellows
Title: Chief Investment Officer

THE REQUIRED LENDERS

Russell Investment Company Global
Opportunistic Credit Fund
By THL Credit Advisors LLC, as Investment
Manager, on behalf of certain funds and
accounts, each a Lender:

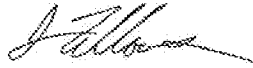


Name: James R. Fellows

Title: Chief Investment Officer

THE REQUIRED LENDERS

Russell Investments Institutional Funds LLC
Multi-Asset Core Plus Fund
By THL Credit Advisors LLC, as Investment
Manager, on behalf of certain funds and
accounts, each a Lender:

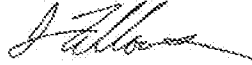


Name: James R. Fellows

Title: Chief Investment Officer

THE REQUIRED LENDERS

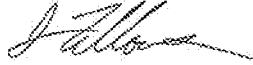
Russell Investment Company Multi-Asset
Growth Strategy Fund
By THL Credit Advisors LLC, as Investment
Manager, on behalf of certain funds and
accounts, each a Lender:



Name: James R. Fellows
Title: Chief Investment Officer

THE REQUIRED LENDERS

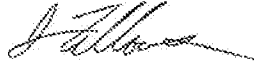
Russell Investment Company Russell Multi-
Strategy Income Fund
By THL Credit Advisors LLC, as Investment
Manager, on behalf of certain funds and
accounts, each a Lender:



Name: James R. Fellows
Title: Chief Investment Officer

THE REQUIRED LENDERS

Russell Trust Company on behalf of Smithfield
Foods Master Trust
by THL Credit Advisors LLC,
as Investment Manager, on behalf of certain
funds and accounts, each a Lender:

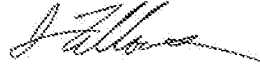


Name: James R. Fellows

Title: Chief Investment Officer

THE REQUIRED LENDERS

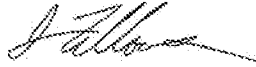
Russell Investment Company Unconstrained
Total Return Fund
by THL Credit Advisors LLC,
as Investment Manager, on behalf of certain
funds and accounts, each a Lender:



Name: James R. Fellows
Title: Chief Investment Officer

THE REQUIRED LENDERS

Salmagundi IV, Ltd.
By THL Credit Advisors LLC, its investment
manager, on behalf of certain funds and
accounts, each a Lender:

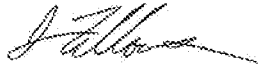


Name: James R. Fellows

Title: Chief Investment Officer

THE REQUIRED LENDERS

THL Credit Senior Loan Fund
By THL Credit Advisors LLC, as Subadviser,
on behalf of certain funds and accounts, each a
Lender:

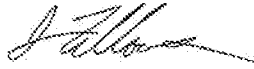


Name: James R. Fellows

Title: Chief Investment Officer

THE REQUIRED LENDERS

THL Credit Wind River 2012-1 CLO Ltd.
By THL Credit Senior Loan Strategies LLC, as
Investment Manager, on behalf of certain funds
and accounts, each a Lender:

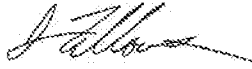


Name: James R. Fellows

Title: Chief Investment Officer

THE REQUIRED LENDERS

THL Credit Wind River 2013-1 CLO Ltd.
By THL Credit Senior Loan Strategies LLC, as
Collateral Manager, on behalf of certain funds
and accounts, each a Lender:

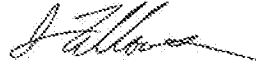


Name: James R. Fellows

Title: Chief Investment Officer

THE REQUIRED LENDERS

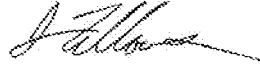
THL Credit Wind River 2013-2 CLO Ltd.
By THL Credit Advisors LLC, as Investment
Manager, on behalf of certain funds and
accounts, each a Lender:



Name: James R. Fellows
Title: Chief Investment Officer

THE REQUIRED LENDERS

THL Credit Wind River 2014-1 CLO Ltd.
By THL Credit Advisors LLC, as Investment
Manager, on behalf of certain funds and
accounts, each a Lender:

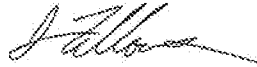


Name: James R. Fellows

Title: Chief Investment Officer

THE REQUIRED LENDERS

THL Credit Wind River 2014-2 CLO Ltd.
By THL Credit Advisors LLC, as Investment
Manager, on behalf of certain funds and
accounts, each a Lender:

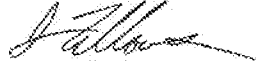


Name: James R. Fellows

Title: Chief Investment Officer

THE REQUIRED LENDERS

THL Credit Wind River 2015-2 CLO Ltd.
By THL Credit Senior Loan Strategies LLC, its
Manager, on behalf of certain funds and
accounts, each a Lender:

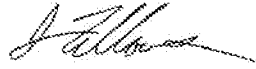


Name: James R. Fellows

Title: Chief Investment Officer

THE REQUIRED LENDERS

THL Credit Wind River 2016-1 CLO Ltd.
By THL Credit Senior Loan Strategies LLC, its
Investment Manager, on behalf of certain funds
and accounts, each a Lender:

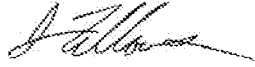


Name: James R. Fellows

Title: Chief Investment Officer

THE REQUIRED LENDERS

THL Credit Wind River 2018-1 CLO Ltd.
By THL Credit Advisors LLC, as Warehouse
Collateral Manager, on behalf of certain funds
and accounts, each a Lender:

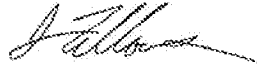


Name: James R. Fellows

Title: Chief Investment Officer

THE REQUIRED LENDERS

THL Credit Wind River 2018-3 CLO Ltd.
By THL Credit Advisors LLC, as Collateral
Manager, on behalf of certain funds and
accounts, each a Lender:

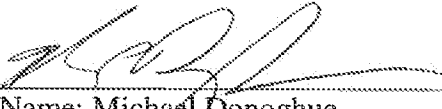


Name: James R. Fellows

Title: Chief Investment Officer

THE REQUIRED LENDERS

Voya Senior Income Fund, a Lender:
By: Voya Investment Management Co. LLC,
as its investment manager

By 
Name: Michael Donoghue
Title: Vice President – Research Analyst

THE REQUIRED LENDERS

Voya Prime Rate Trust, a Lender:
By: Voya Investment Management Co. LLC,
as its investment manager

By 
Name: Michael Donoghue
Title: Vice President – Research Analyst

THE REQUIRED LENDERS

Voya Investment Trust Co. Plan for Common
Trust Funds - Voya Senior Loan Common
Trust Fund, a Lender:

By: Voya Investment Trust Co. as its trustee

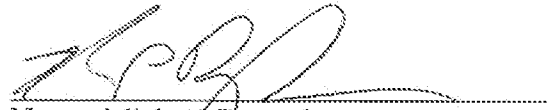
By 
Name: Michael Donoghue
Title: Vice President - Research Analyst

THE REQUIRED LENDERS

Voya Investment Trust Co. Plan for
Employee Benefit Investment Funds - Voya
Senior Loan Trust Fund, a Lender:

By: Voya Investment Trust Co. as its trustee

By

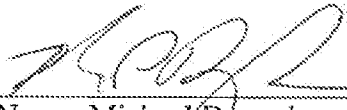


Name: Michael Donoghue

Title: Vice President -- Research Analyst

THE REQUIRED LENDERS

Voya Floating Rate Fund, a Lender:
By: Voya Investment Management Co. LLC,
as its investment manager

By 
Name: Michael Donoghue
Title: Vice President – Research Analyst


THE REQUIRED LENDERS

Voya CLO IV Ltd., a Lender:
By: Voya Alternative Asset Management
LLC, as its investment manager

By 
Name: Michael Donoghue
Title: Vice President – Research Analyst

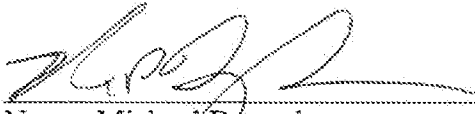
THE REQUIRED LENDERS

Voya CLO 2015-3 Ltd, a Lender:
By: Voya Alternative Asset Management
LLC, as its investment manager

By 
Name: Michael Donoghue
Title: Vice President – Research Analyst

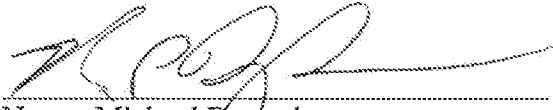
THE REQUIRED LENDERS

Voya CLO 2015-2 Ltd., a Lender:
By: Voya Alternative Asset Management
LLC, as its investment manager

By 
Name: Michael Donoghue
Title: Vice President – Research Analyst


THE REQUIRED LENDERS

Voya CLO 2015-1, Ltd., a Lender:
By: Voya Alternative Asset Management
LLC, as its investment manager

By 
Name: Michael Donoghue
Title: Vice President -- Research Analyst

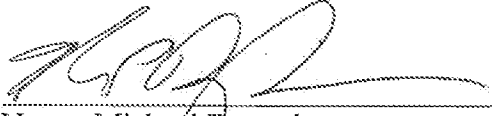
THE REQUIRED LENDERS

Voya CLO 2014-4 Ltd., a Lender:
By: Voya Alternative Asset Management
LLC, as its investment manager

By 
Name: Michael Donoghue
Title: Vice President – Research Analyst

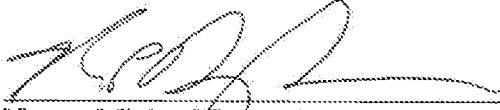
THE REQUIRED LENDERS

Voya CLO 2014-3 Ltd., a Lender:
By: Voya Alternative Asset Management
LLC, as its investment manager

By 
Name: Michael Donoghue
Title: Vice President – Research Analyst


THE REQUIRED LENDERS

Voya CLO 2014-2 LTD, a Lender:
By: Voya Alternative Asset Management
LLC, as its investment manager

By 
Name: Michael Donoghue
Title: Vice President – Research Analyst

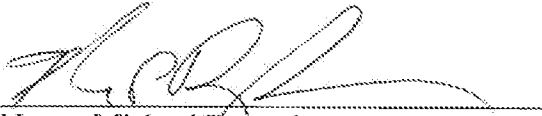
THE REQUIRED LENDERS

Voya CLO 2014-1, Ltd., a Lender:
By: Voya Alternative Asset Management
LLC, as its investment manager

By 
Name: Michael Donoghue
Title: Vice President – Research Analyst

THE REQUIRED LENDERS

Voya CLO 2013-3 Ltd, a Lender:
By: Voya Alternative Asset Management
LLC, as its investment manager

By 
Name: Michael Donoghue
Title: Vice President -- Research Analyst

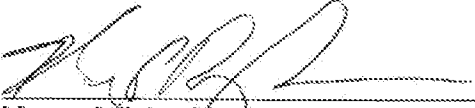
THE REQUIRED LENDERS

Voya CLO 2013-2 Ltd, a Lender:
By: Voya Alternative Asset Management
LLC, as its investment manager

By 
Name: Michael Donoghue
Title: Vice President – Research Analyst

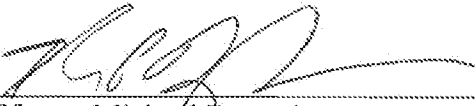
THE REQUIRED LENDERS

Voya CLO 2013-1 Ltd, a Lender:
By: Voya Alternative Asset Management
LLC, as its investment manager

By 
Name: Michael Donoghue
Title: Vice President – Research Analyst


THE REQUIRED LENDERS

Voya CLO 2012-4, Ltd., a Lender:
By: Voya Alternative Asset Management
LLC, as its investment manager

By 
Name: Michael Donoghue
Title: Vice President -- Research Analyst

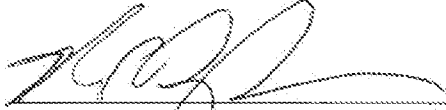
THE REQUIRED LENDERS

Voya CLO 2012-3, LTD., a Lender:
By: Voya Alternative Asset Management
LLC, as its investment manager

By 
Name: Michael Donoghue
Title: Vice President -- Research Analyst

THE REQUIRED LENDERS

Voya CLO 2012-2, Ltd., a Lender:
By: Voya Alternative Asset Management
LLC, as its investment manager

By 
Name: Michael Donoghue
Title: Vice President – Research Analyst

THE REQUIRED LENDERS

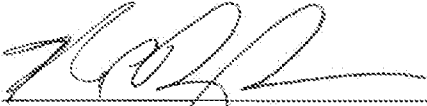
City of New York Group Trust, a Lender:
By: Voya Investment Management Co. LLC,
as its investment manager

By 
Name: Michael Donoghue
Title: Vice President – Research Analyst

THE REQUIRED LENDERS

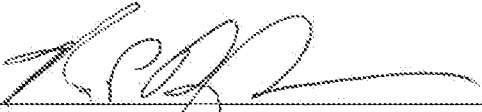
New Mexico State Investment Council, a
Lender:

By: Voya Investment Management Co.
LLC, as its investment manager

By 
Name: Michael Donoghue
Title: Vice President – Research Analyst

THE REQUIRED LENDERS

NN (L) Flex - Senior Loans, a Lender:
By: Voya Investment Management Co. LLC,
as its investment manager

By 
Name: Michael Donoghue
Title: Vice President – Research Analyst

THE REQUIRED LENDERS

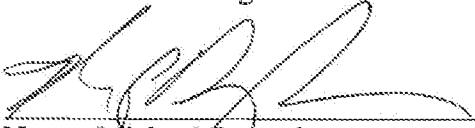
California Public Employees' Retirement System, a Lender:

By: Voya Investment Management Co. LLC, as its investment manager

By 
Name: Michael Donoghue
Title: Vice President – Research Analyst

THE REQUIRED LENDERS

Axis Specialty Limited, a Lender:
By: Voya Investment Management Co. LLC,
as its investment manager

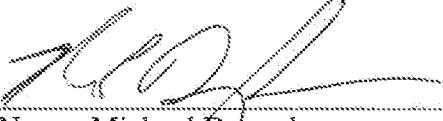
By 
Name: Michael Donoghue
Title: Vice President – Research Analyst

THE REQUIRED LENDERS

Voya Credit Opportunities Master Fund, a
Lender:

By: Voya Alternative Asset Management
LLC, as its investment manager

By

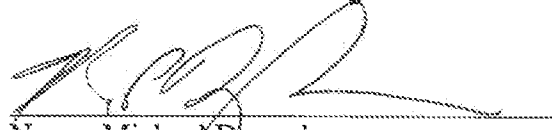

Name: Michael Donoghue
Title: Vice President – Research Analyst

THE REQUIRED LENDERS

Medtronic Holding Switzerland GMBH, a
Lender:

By: Voya Investment Management Co.
LLC, as its investment manager

By



Name: Michael Donoghue

Title: Vice President -- Research Analyst

THE REQUIRED LENDERS

WALKER RIDGE CAPITAL MANAGEMENT,
LLC

By

A handwritten signature in black ink, consisting of a large, stylized initial 'W' followed by a series of loops and a long horizontal stroke extending to the right.

Name:

Title:

[SIGNATURE PAGE TO HGIM SUCCESSOR AGENT AGREEMENT]

PATENT
REEL: 048200 FRAME: 0647

SCHEDULE I

LOAN DOCUMENTS

<u>Credit Agreement Documents</u>	<p>Amended and Restated Senior Secured Credit Agreement dated July 2, 2018 among HGIM Corp., as Borrower, the Lenders from time to time party thereto, as Lenders, and Bank of America, N.A., as Administrative Agent.</p> <p>Amended and Restated Guaranty by each Guarantor signatory thereto in favor of Bank of America, N.A., in its capacity as administrative agent.</p> <p>Joinder to Amended and Restated Guaranty dated as of August 15, 2018 by Gulf Coast Shipyard Realty, LLC and Gulf Coast Shipyard Group, Inc. in favor of Bank of America, N.A., in its capacity as administrative agent.</p>
<u>Certificates</u>	<p>Omnibus Officer's Certificate, dated July 2, 2018, of Jeffrey M. Henderson as Chief Financial Officer and Treasurer of Borrower.</p> <p>Perfection Certificate, dated as of July 2, 2018, by the Borrower and each other signatory thereto.</p> <p>Officer's Certificate of Gulf Coast Shipyard Realty, LLC and Gulf Coast Shipyard Group, Inc. dated August 15, 2018 of Jeffrey M. Henderson as Chief Financial Officer and Treasurer of</p>
<u>Collateral Documents</u>	<p>Amended and Restated Borrower Security Agreement, dated as of July 2, 2018, between HGIM Corp. and Bank of America, N.A., as Administrative Agent.</p> <p>Amended and Restated Guarantor Security Agreement, dated as of July 2, 2018, by and among the Pledgors signatory thereto and Bank of America, N.A., as Administrative Agent.</p> <p>Grant of Security Interest in Trademarks, dated as of July 2, 2018, among each grantor signatory thereto and Bank of America, N.A., as administrative agent.</p> <p>Amended and Restated Pledge Agreement, dated as of July 2, 2018, by each pledger signatory thereto to Bank of America, N.A., as administrative agent.</p> <p>Joinder to Amended and Restated Guarantor Security Agreement dated August 15, 2018 by Gulf Coast Shipyard Realty, LLC and Gulf Coast Shipyard Group, Inc. and Bank of America, N.A., as</p>

Administrative Agent.
 Deposit Account Control Agreement, dated August 10, 2018 by and among Hancock Whitney Bank, HGIM Corp. and Bank of America, N.A., as administrative agent.
 Amended and Restated Deposit Account Control Agreement, dated August 10, 2018 by and among Regions Bank, HGIM Corp. and Bank of America, N.A., as administrative agent.
 Patent Security Agreement, dated as of August 15, 2018, among Gulf Coast Shipyard Group, Inc. as grantor and Bank of America, N.A., as administrative agent.

Financing Statements				
Debtor	Secured Party	State of Filing ¹	Filing No.	Filing Date
GCS Realty, Inc.	Bank of America, N.A., as Administrative Agent	DE	2018 4535791	07/02/2018
GCSG Holdings, LLC	Bank of America, N.A., as Administrative Agent	DE	2018 4534901	07/02/2018
GCSR Holdings, Inc.	Bank of America, N.A., as Administrative Agent	DE	2018 4535296	07/02/2018
Golden Lane Marine, Inc.	Bank of America, N.A., as Administrative Agent	LA	17-1391480 17-1450318	06/19/2013 06/01/2018
Guidry Brothers, Inc.	Bank of America, N.A., as Administrative Agent	LA	17-1391481 17-1450319	06/19/2013 06/01/2018
Gulf Coast Shipyard Group, Inc.	Bank of America, N.A., as Administrative Agent	DE	2018 5657412	08/16/2018

¹ All Louisiana filings are in East Baton Rouge Parish.

Gulf Coast Shipyard Realty, LLC	Bank of America, N.A., as Administrative Agent	DE	2018 5657552	08/16/2018
Harvey America LNG, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391482 17-1450320	06/19/2013 06/01/2018
Harvey Badger, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1395660 17-3451491	10/11/2013 07/03/2018
Harvey Bear, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1395661 17-1451492	10/11/2013 07/03/2018
Harvey Blue-Sea, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1405359	07/28/2014
Harvey Bronco, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1395665 17-1451495	10/11/2013 07/03/2018
Harvey Bull, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1395661 17-1451402	10/11/2013 07/03/2018
Harvey Carrier, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391483 17-1450321	06/19/2013 06/01/2018
Harvey Challenger, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1395668 17-1451498	10/11/2013 07/03/2018
Harvey Champion, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391484 17-1450322	06/19/2013 06/01/2018
Harvey Charger, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1395669 17-1451499	10/11/2013 07/03/2018
Harvey Clipper, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391485 17-1450323	06/19/2013 06/01/2018

Harvey Colt, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1395670 17-1451500	10/11/2013 07/03/2018
Harvey Condor, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391486 17/1450324	06/19/2013 06/01/2018
Harvey Cougar, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1395671 17-1451501	10/11/2013 07/03/2018
Harvey Cowboy, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1395672 17-1451502	10/11/2013 07/03/2018
Harvey Deep-Sea, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391487 17-1450325	06/19/2013 06/01/2018
Harvey Eagle, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391488 17-1450326	06/19/2013 06/01/2018
Harvey Energy, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391489 17-1450327	06/19/2013 06/01/2018
Harvey Explorer 242, L.L.C.	Bank of America, N.A., as Administrative Agent	LA	17-1391490 17-1450328	06/19/2013 06/01/2018
Harvey Express 225, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391491 17-1450329	06/19/2013 06/01/2018
Harvey Falcon, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391492 17-1450330	06/19/2013 06/01/2018
Harvey Freedom, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391493 17-145-0331	06/19/2013 06/01/2018
Harvey Giant, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1395674 17-1451504	10/11/2013 07/03/2018

Harvey Gladiator, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1395675 17-1451505	10/11/2013 07/03/2018
Harvey Gulf International Marine, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391477 17-1450332	06/19/2013 06/01/2018
Harvey Hauler, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391494 17-1450333	06/19/2013 06/01/2018
Harvey Hawk, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391495 17-1450334	06/19/2013 06/01/2018
Harvey Heat, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1395679 17-1451469	10/11/2013 07/03/2018
Harvey Herd, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1395680 17-1451470	10/11/2013 07/03/2018
Harvey Hurricane, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391496 17-1450335	06/19/2013 06/01/2018
Harvey Hustler, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391497 17-1450336	06/19/2013 06/01/2018
Harvey Intruder, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391498 17-1450337	06/19/2013 06/01/2018
Harvey Jaguar, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1395683 17-1451473	10/11/2013 07/03/2018
Harvey Leader, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391499 17-1450338	06/19/2013 06/01/2018
Harvey Legend, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391500 17-1450339	06/19/2013 06/01/2018

Harvey Liberty, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391501 17-1450340	06/19/2013 06/01/2018
Harvey Lion, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1395684 17-1451474	10/11/2013 07/03/2018
Harvey Mustang, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1395687 17-1451476	10/11/2013 07/03/2018
Harvey Pacer, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1395689 17-1451478	10/11/2013 07/03/2018
Harvey Panther, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1395690 17-1451479	10/11/2013 07/03/2018
Harvey Pioneer, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391503 17-1450342	06/19/2013 06/01/2018
Harvey Power, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391504 17-1450343	06/19/2013 06/01/2018
Harvey Provider 240, L.L.C.	Bank of America, N.A., as Administrative Agent	LA	17-1391505 17-1450344	06/19/2013 06/01/2018
Harvey Raider, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1395692 17-1451481	10/11/2013 07/03/2018
Harvey Rain, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391506 17-1450345	06/19/2013 06/01/2018
Harvey Ram, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1395693 17-1451482	10/11/2013 07/03/2018
Harvey Raven, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391507 17-1450346	06/19/2013 06/01/2018

Harvey Rover, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391508 17-1450347	06/19/2013 06/01/2018
Harvey Runner, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391509 17-1450348	06/19/2013 06/01/2018
Harvey Sailor, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391510 17-1450349	06/19/2013 06/01/2018
Harvey Saint, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1395697 17-1451486	10/11/2013 07/03/2018
Harvey Sea-Hawk, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391511 17-1450350	06/19/2013 06/01/2018
Harvey Seas, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391512 17-1450351	06/19/2013 06/01/2018
Harvey Spirit, L.L.C.	Bank of America, N.A., as Administrative Agent	LA	17-1391513 17-1450352	06/19/2013 06/01/2018
Harvey Spur, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1395699 17-1451488	10/11/2013 07/03/2018
Harvey Steeler, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1395700 17-1451489	10/11/2013 07/03/2018
Harvey Storm, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391514 17-1450353	06/19/2013 06/01/2018
Harvey Subsea, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391515 17-1450354	06/19/2013 06/01/2018
Harvey Supporter, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391516 17-1450355	06/19/2013 06/01/2018

	Harvey War Horse, L.L.C.	Bank of America, N.A., as Administrative Agent	LA	17-1391520 17-1450359	06/19/2013 06/01/2018
	Harvey Wave, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1395703 17-1451504	10/11/2013 07/03/2018
	Harvey Wind, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1391521 17-1450360	06/19/2013 06/01/2018
	Harvey Worker, LLC	Bank of America, N.A., as Administrative Agent	LA	17-1395705 17-1451508	10/11/2013 07/03/2018
	HGIM Corp.	Bank of America, N.A., as Administrative Agent	DE	2013 2330414 2018 3735665	06/18/2013 06/01/2018
<u>Mortgages</u>	<p>59 separate documents, each entitled "Amendment to and Restatement and Reaffirmation of First Preferred Ship Mortgage," each dated July 26, 2018, each in favor of Bank of America, N.A., as mortgagee, and granted by the following as shipowners respectively:</p> <p>Harvey Bear, LLC Harvey Blue-Sea, LLC Harvey Bronco, LLC Harvey Carrier, LLC Harvey Challenger, LLC Harvey Champion, LLC Harvey Charger, LLC Harvey Clipper, LLC Harvey Colt, LLC Harvey Condor, LLC Harvey Cougar, LLC Harvey Cowboy, LLC Harvey Deep-Sea, LLC Golden Lane Marine, Inc. Harvey Eagle, LLC Harvey Energy, LLC Harvey Explorer 242, LLC</p>				

	<p> Harvey Express 225, LLC Harvey Falcon, LLC Harvey Freedom, LLC Harvey Giant, LLC Harvey Gladiator, LLC Harvey Hawk, LLC Harvey Heat, LLC Harvey Herd, LLC Harvey Hurricane, LLC Harvey Hustler, LLC Harvey Hauler, LLC Harvey Jaguar, LLC Harvey Leader, LLC Harvey Legend, LLC Harvey Liberty, LLC Harvey Lion, LLC Harvey Mustang, LLC Harvey Pacer, LLC Harvey Panther, LLC Harvey Pioneer, LLC Harvey Power, LLC Harvey Provider 240, LLC Harvey Raider, LLC Harvey Rain, LLC Harvey Ram, LLC Harvey Raven, LLC Harvey Rover, LLC Harvey Runner, LLC Harvey Sailor, LLC Harvey Saint, LLC Harvey Sea-Hawk, LLC Harvey Seas, LLC Harvey Spirit, L.L.C. Harvey Spur, LLC Harvey Steeler, LLC Harvey Storm, LLC </p>
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Harvey Subsea, LLC
 Harvey War Horse, L.L.C.
 Harvey Supporter, LLC
 Harvey Wave, LLC
 Harvey Wind, LLC
 Harvey Worker, LLC

First Preferred Ship Mortgage, granted by Harvey America LNG, LLC, as shipowner in favor of Bank of America, N.A., as mortgagee, dated July 26, 2018.

Notes
 Note, dated July 2, 2018, from HGIM Corp. to Caterpillar Financial Services Corporation for payment of \$13,010,833.86.

Note, dated July 2, 2018, from HGIM Corp. to Hancock Whitney Bank for payment of \$8,877,236.20.
 Note, dated July 2, 2018, from HGIM Corp. to Regions Bank for payment of \$15,218,119.20.

Opinions
 Opinion of Liskow & Lewis, APLC, as local counsel to Guarantors, dated July 2, 2018.
 Opinion of Vinson & Elkins LLP, as counsel to HGIM Corp. and other Opinion Parties, dated July 2, 2018.
 Re-issued opinion of Liskow & Lewis, APLC, as local counsel to Guarantors, dated July 24, 2018.
 Opinion of Liskow & Lewis, APLC, as local counsel to Grantors, dated July 31, 2018.
 Opinion of Vinson & Elkins LLP, as counsel to HGIM Corp. and other Opinion Parties, dated July 31, 2018.
 Opinion of Vinson & Elkins LLP, as counsel to HGIM Corp., Gulf Coast Shipyard Group, Inc., and Gulf Coast Shipyard Realty, LLC, dated August 15, 2018.

Miscellaneous
 Agency Fee Letter, dated July 2, 2018, from Bank of America, N.A., to HGIM Corp.

POSSESSORY COLLATERAL

Pledged Equity:

Entity Owned	Pledgor	Certificate No.	Share Class	No. of Shares
GCS Realty, Inc.	GCSR Holdings, Inc.	1	Common Stock	100
GCSR Holdings, Inc.	GCSG Holdings, LLC	1	Common Stock	100
Golden Lane Marine Inc.	HGIM Corp.	A-2	Class A Common Stock	1,000
Golden Lane Marine Inc.	HGIM Corp.	B-2	Class B Common Stock	999,000
Guidry Brothers Inc.	HGIM Corp.	A-2	Class A Common Stock	1,000
Guidry Brothers Inc.	HGIM Corp.	B-2	Class B Common	999,000

ANNEX A

AMENDMENTS TO CREDIT AGREEMENT

1. Amendments to Section 1.1. The following definitions in Section 1.1 of the Credit Agreement shall be amended and restated in their entirety as follows:

Auction Agent. The Administrative Agent, subject to its agreement to perform the duties outlined under Section 15.9; or, otherwise, the agent engaged by the Borrower to perform such duties.

Base Rate. For any day a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus 1/2 of 1%, (b) the rate of interest in effect for such day as publicly announced from time to time by the *Wall Street Journal* as its “prime rate,” and (c) the LIBO Rate plus 1.00%.

2. Amendment to Federal Funds Rate definition. The definition of “Federal Funds Rate” set forth in Section 1.1 is amended by replacing proviso (b) with the following:

(b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate shall be the average of the quotations for such succeeding Business Day on such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by the Administrative Agent.

3. Amendment to LIBO Rate definition. The definition of “LIBO Rate” set forth in Section 1.1 is amended by replacing “Reuters” with “Bloomberg”.

4. Amendments to Sections 2.1 and 2.2. Section 2.1 of the Credit Agreement is amended by striking the parenthetical “(for telephonic notice confirmed in a writing in the form of Exhibit B hereto)”. Section 2.2 of the Credit Agreement is amended by striking the words “, which may be given by telephone” from the first sentence and by striking each of the parentheticals “(which notice may be by telephone)” and “(whether telephonic or written)”.

5. Amendment to Section 2.3.3. Section 2.3.3 of the Credit Agreement is amended and restated in its entirety as follows:

The entries made in the records maintained pursuant to Sections 2.3.1 and 2.3.2 shall be prima facie evidence of the existence and amounts of the obligations recorded therein and shall be controlling (absent manifest error) in the event if any conflict between such records and the records of any Lender; *provided* that the failure of any Lender or the Administrative Agent to maintain such records or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Credit Agreement.

6. Amendment to Section 4.2.1. Section 4.2.1 of the Credit Agreement as amended and restated in its entirety as follows:

4.2.1. Repayments in Connection with Incurrence of Indebtedness. Upon the incurrence or issuance by any Credit Party or any of its Restricted Subsidiaries of any Indebtedness (other than Indebtedness expressly permitted to be incurred or issued pursuant to Section 9.4), the Borrower shall notify the Administrative Agent thereof and, upon one (1) Business Day's written notice to the Administrative Agent, prepay an aggregate principal amount of Loans equal to 100% of all Net Cash Proceeds received therefrom immediately upon receipt thereof by such Credit Party or such Restricted Subsidiary (such prepayments to be applied as set forth in Section 4.2.4 below). If any Loans are prepaid pursuant to this Section 4.2.1 on or prior to the second anniversary of the Closing Date in a transaction that constitutes a Repricing Transaction, each Lender shall be paid a prepayment premium in accordance with Section 5.12.

7. Amendment to Section 5.2.1. Section 5.2.1 of the Credit Agreement is amended by appending the sentence: "Funds received on or after such time may, in the Administrative Agent's discretion, be deemed received on the next succeeding Business Day."

8. Amendment to Section 14.1. Section 14.1 of the Credit Agreement is amended by striking each occurrence of the word "trustee" from subsection (b).

9. Amendment to Section 15.2. Clause (A) of subsection (iv) of Section 15.2 of the Credit Agreement is amended and restated in its entirety as follows: "(A) execute and deliver to the Administrative Agent an Assignment and Assumption via an electronic settlement system acceptable to the Administrative Agent, together with any reasonably requested 'know your customer' information and tax forms, as applicable or".

10. Amendment to Section 16.2. Clause (e) of Section 16.2 of the Credit Agreement is amended and restated in its entirety as follows: "(e) all documented out-of-pocket expenses (including without limitation reasonable and documented attorneys' fees and costs, and consulting, accounting, appraisal, investment banking and similar professional fees and charges, provided that such attorneys' fees and costs shall be limited to the reasonable and documented fees and costs of one firm of counsel for the Administrative Agent and of one firm of counsel for the Lenders taken as a whole (and, in the case of an actual or perceived conflict of interest where the applicable Lender notifies the Borrower of any existence of such conflict and has retained its own counsel, of another firm of counsel for such affected Lender) and to the extent required, one firm of local counsel in each relevant jurisdiction and one firm of special counsel for each relevant specialty, incurred by the Administrative Agent or any Lender in connection with (i) the enforcement of or preservation of rights under any of the Loan Documents against any Credit Party or the administration thereof after the occurrence of a Default or Event of Default and (ii) any litigation, proceeding or dispute whether arising hereunder or otherwise, in any way related to the Administrative Agent's relationship with any Credit Party)".

11. Amendment to Section 16.3. Section 16.3 of the Credit Agreement is amended by (i) moving the terms of Section 16.3 in their entirety to a newly-created subsection (a), (ii) inserting the words “(or, at the Administrative Agent’s or Lenders’ election, one firm for the Administrative Agent and one firm for the Lenders)” immediately after the words “one firm of counsel for all Indemnitees” and (iii) by inserting a new subsection (b), which shall state in its entirety as follows:

(b) The Lenders agree to indemnify and hold harmless the Administrative Agent (in its capacity as such) and its Related Parties (acting in their capacity as Related Parties to the Administrative Agent acting in its capacity as such) (to the extent not reimbursed by the Credit Parties and without limiting the obligation of the Credit Parties to do so), ratably according to their respective Ratable Share on the date on which indemnification is sought (or, if indemnification is sought after the date upon which the Loans shall have been paid in full, ratably in accordance with their respective Ratable Share immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time (including at any time following the payment of the Loans) occur, be imposed on, incurred by or asserted against the Administrative Agent in any way relating to or arising out of the Loans, this Credit Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by the Administrative Agent under or in connection with any of the foregoing; moreover, the Administrative Agent shall be under no obligation to take any action or inaction at the direction of the Required Lenders (or at the direction of such other number or percentage of Lenders as may be required by the Loan Documents) without first being provided by such directing Lenders with indemnity, security and/or prefunding satisfactory to the Administrative Agent (which may, for the avoidance of doubt, be documented in a form of “Direction and Indemnity Letter” delivered by the applicable directing Lenders to the Administrative Agent); *provided* that no Lender shall be liable to the Administrative Agent or any of its Related Parties for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent’s or the Related Party’s gross negligence, bad faith or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction; *provided, further*, that no action taken in accordance with the directions of the Required Lenders (or such other number or percentage of the Lenders as shall be required by the Loan Documents) shall be deemed to constitute gross

negligence, bad faith or willful misconduct for purposes of this Section 16.3(b). In the case of any investigation, litigation or proceeding giving rise to any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time occur (including at any time following the payment of the Loans), this Section 16.3(b) applies whether any such investigation, litigation or proceeding is brought by any Lender or any other Person. Without limitation of the foregoing, each applicable Lender shall reimburse the Administrative Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including attorneys' fees) incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice rendered in respect of rights or responsibilities under, this Credit Agreement, any other Loan Document, or any document contemplated by or referred to herein, to the extent that the Administrative Agent is not reimbursed for such expenses by or on behalf of the Borrower; *provided* that such reimbursement by the Lenders shall not affect the Borrower's continuing reimbursement obligations with respect thereto. If any indemnity furnished to the Administrative Agent for any purpose shall, in the opinion of the Administrative Agent, be insufficient or become impaired, the Administrative Agent may call for additional indemnity and cease, or not commence, to do the acts indemnified against until such additional indemnity is furnished; *provided*, in no event shall this sentence require any Lender to indemnify the Administrative Agent against any liability, obligation, loss, damage, penalty, action, judgment, suit, cost, expense or disbursement in excess of such Lender's pro rata portion thereof; and *provided further*, this sentence shall not be deemed to require any Lender to indemnify the Administrative Agent against any liability, obligation, loss, damage, penalty, action, judgment, suit, cost, expense or disbursement resulting from the Administrative Agent's gross negligence, bad faith or willful misconduct, as determined in the final judgment of a court of competent jurisdiction. Each Lender that pays any indemnification or reimbursement to the Administrative Agent or its Related Parties pursuant to this Section 16.3(b) shall be subrogated to the Administrative Agent's or such Related Party's rights to indemnification or reimbursement by the Credit Parties. The agreements in this Section 16.3(b) shall survive the termination of this Credit Agreement and the payment of the Loans and all other amounts payable hereunder.