

7.1. Reliance. The consent by the ABL Secured Parties to the execution and delivery of the Term Loan Documents to which the ABL Secured Parties have consented and all loans and other extensions of credit made or deemed made on and after the date hereof by the ABL Secured Parties to the Company or any Subsidiary shall be deemed to have been given and made in reliance upon this Agreement. The Term Loan Collateral Agent, on behalf of itself and each Term Loan Secured Party, acknowledges that it and the Term Loan Secured Parties have, independently and without reliance on the ABL Collateral Agent or any ABL Secured Parties, and based on documents and information deemed by them appropriate, made their own credit analysis and decision to enter into the applicable Term Loan Document, this Agreement and the transactions contemplated hereby and thereby and they will continue to make their own credit decision in taking or not taking any action under the applicable Term Loan Document or this Agreement.

7.2. No Warranties or Liability. The Term Loan Collateral Agent, on behalf of itself and each Term Loan Secured Party, acknowledges and agrees that neither the ABL Collateral Agent nor any of the ABL Secured Parties has made any express or implied representation or warranty, including with respect to the execution, validity, legality, completeness, collectibility or enforceability of any of the ABL Documents, the ownership of any Common Collateral or the perfection or priority of any Liens thereon. The ABL Secured Parties will be entitled to manage and supervise their respective loans and extensions of credit under the ABL Documents in accordance with law and as they, in their sole discretion, may otherwise deem appropriate, and the ABL Secured Parties may manage their loans and extensions of credit without regard to any rights or interests that the Term Loan Collateral Agent or any of the Term Loan Secured Parties have in the Common Collateral or otherwise, except as otherwise provided in this Agreement. Neither the ABL Collateral Agent nor any ABL Secured Parties shall have any duty to the Term Loan Collateral Agent or any Term Loan Secured Party to act or refrain from acting in a manner that allows, or results in, the occurrence or continuance of a Default under any agreements with the Company or any Grantor (including the Term Loan Documents), regardless of any knowledge thereof that they may have or be charged with. Except as expressly set forth in this Agreement, the ABL Collateral Agent, the ABL Secured Parties, the Term Loan Collateral Agent and the Term Loan Secured Parties have

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not otherwise made to each other, nor do they hereby make to each other, any warranties, express or implied, nor do they assume any liability to each other with respect to (a) the enforceability, validity, value or collectibility of any of the Term Loan Obligations, the ABL Obligations or any guarantee or security which may have been granted to any of them in connection therewith, (b) the Company's or any Grantor's title to or right to transfer any of the Common Collateral or (c) any other matter except as expressly set forth in this Agreement.

7.3. Obligations Unconditional. All rights, interests, agreements and obligations of the ABL Collateral Agent and the ABL Secured Parties, and the Term Loan Collateral Agent and the Term Loan Secured Parties, respectively, hereunder shall remain in full force and effect irrespective of:

- (a) any lack of validity or enforceability of any ABL Documents or any Term Loan Documents;
- (b) any change in the time, manner or place of payment of, or in any other terms of, all or any of the ABL Obligations or Term Loan Obligations, or any amendment or waiver or other modification, including any increase in the amount thereof, whether by course of conduct or otherwise, of the terms of the ABL Credit Agreement or any other ABL Document or of the terms of the Term Loan Credit Agreement or any other Term Loan Document;
- (b) any exchange of any security interest in any Common Collateral or any other collateral, or any amendment, waiver or other modification, whether in writing or by course of conduct or otherwise, of all or any of the ABL Obligations or Term Loan Obligations or any guarantee thereof;

(c) the commencement of any Insolvency or Liquidation Proceeding in respect of the Company or any other Grantor; or

(d) any other circumstances that otherwise might constitute a defense available to, or a discharge of, the Company or any other Grantor in respect of the ABL Obligations or the Term Loan Obligations in respect of this Agreement.

SECTION 8. Miscellaneous.

8.1. Conflicts. Subject to Section 8.19, in the event of any conflict between the provisions of this Agreement and the provisions of any ABL Document or any Term Loan Document, the provisions of this Agreement shall govern.

8.2. Continuing Nature of This Agreement; Severability. Subject to Section 5.6 and Section 6.3, this Agreement shall continue to be effective until the Discharge of ABL Obligations shall have occurred or such later time as all the obligations in respect of the Term Loan Obligations shall have been paid in full. This is a continuing agreement of lien subordination, and the ABL Secured Parties may continue, at any time and without notice to the Term Loan Collateral Agent or any Term Loan Secured Party, to extend credit and other financial accommodations and lend monies to or for the benefit of the Company or any other Grantor constituting ABL Obligations in reliance hereon. The terms of this Agreement shall

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survive, and shall continue in full force and effect, in any Insolvency or Liquidation Proceeding. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.3. Amendments; Waivers. No amendment, modification or waiver of any of the provisions of this Agreement by the Term Loan Collateral Agent or the ABL Collateral Agent shall be deemed to be made unless the same shall be in writing signed by or on behalf of the ABL Collateral Agent and the Term Loan Collateral Agent or their respective authorized agents and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the parties making such waiver or the obligations of the other parties to such party in any other respect or at any other time.

8.4. Information Concerning Financial Condition of the Company and the Subsidiaries. The ABL Collateral Agent, the ABL Secured Parties, the Term Loan Collateral Agent and the Term Loan Secured Parties shall each be responsible for keeping themselves informed of (a) the financial condition of the Company and the Grantors and all endorsers and/or guarantors of the ABL Obligations or the Term Loan Obligations and (b) all other circumstances bearing upon the risk of nonpayment of the ABL Obligations or the Term Loan Obligations. The ABL Collateral Agent, the ABL Secured Parties, the Term Loan Collateral Agent and the Term Loan Secured Parties shall have no duty to advise any other party hereunder of information known to it or them regarding such condition or any such circumstances or otherwise. In the event that the ABL Collateral Agent, any ABL Secured Party, the Term Loan Collateral Agent or any Term Loan Secured Party, in its or their sole discretion, undertakes at any time or from time to time to provide any such information to any other party, it or they shall be under no obligation (w) to make, and the ABL Collateral Agent, the ABL Secured Parties, the Term Loan Collateral Agent and the Term Loan Secured Parties shall not make, any express or implied representation or warranty, including with respect to the accuracy, completeness, truthfulness or validity of any such information so provided, (x) to provide any additional information or to provide any such information on any subsequent occasion, (y) to undertake any investigation or (z) to disclose any information that, pursuant to accepted or

reasonable commercial finance practices, such party wishes to maintain confidential or is otherwise required to maintain confidential.

The Grantors agree that any information provided to the ABL Collateral Agent, the Term Loan Collateral Agent, any ABL Secured Party or any Term Loan Secured Party may be shared by such Person with any ABL Secured Party, any Term Loan Secured Party, the ABL Collateral Agent or the Term Loan Collateral Agent notwithstanding any request or demand by such Grantor that such information be kept confidential; provided, that such information shall otherwise be subject to the respective confidentiality provisions in the ABL Credit Agreement and the Term Loan Credit Agreement, as applicable.

8.5. Subrogation. The Term Loan Collateral Agent, on behalf of itself and each Term Loan Secured Party, hereby waives its rights of subrogation, if any, it may acquire under applicable law as a result of any payment hereunder until the Discharge of ABL Obligations has occurred.

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8.6. Application of Payments. Except as otherwise provided herein, all payments received by the ABL Secured Parties may be applied, reversed and reapplied, in whole or in part, to such part of the ABL Obligations by the ABL Secured Parties in a manner consistent with the terms of the ABL Documents. Except as otherwise provided herein, the Term Loan Collateral Agent, on behalf of itself and each applicable Term Loan Secured Party, assents to any such extension or postponement of the time of payment of the ABL Obligations or any part thereof and to any other indulgence with respect thereto, to any substitution, exchange or release of any security that may at any time secure any part of the ABL Obligations and to the addition or release of any other Person primarily or secondarily liable therefor.

8.7. Consent to Jurisdiction; Waivers. The parties hereto consent to the jurisdiction of any state or federal court located in New York, New York, and consent that all service of process may be made by registered mail directed to such party as provided in Section 8.8 for such party. Service so made shall be deemed to be completed three days after the same shall be posted as aforesaid. The parties hereto waive any objection to any action instituted hereunder in any such court based on forum non conveniens, and any objection to the venue of any action instituted hereunder in any such court. EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT OR ACTION OF ANY PARTY HERETO IN CONNECTION WITH THE SUBJECT MATTER HEREOF.

8.8. Notices. All notices to the ABL Secured Parties and the Term Loan Secured Parties permitted or required under this Agreement may be sent to the ABL Collateral Agent or the Term Loan Collateral Agent, respectively, as provided in the ABL Credit Agreement, the Term Loan Credit Agreement, the other relevant ABL Document or the other relevant Term Loan Document, as applicable. All notices to the Term Loan Secured Parties and the ABL Secured Parties permitted or required under this Agreement shall also be sent to the Term Loan Collateral Agent and the ABL Collateral Agent, respectively. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, telecopied, electronically mailed or sent by courier service or U.S. mail and shall be deemed to have been given when delivered in person or by courier service, upon receipt of a telecopy or electronic mail or upon receipt via U.S. mail (registered or certified, with postage prepaid and properly addressed). For the purposes hereof, the addresses of the parties hereto shall be as set forth below each party's name on the signature pages hereto, or, as to each party, at such other address as may be designated by such party in a written notice to all of the other parties.

8.9. Further Assurances. The Term Loan Collateral Agent, on behalf of itself and each Term Loan Secured Party, and the ABL Collateral Agent, on behalf of itself and each ABL Secured Party, agree that each of them shall take such further action and shall execute and deliver to the ABL Collateral Agent and the ABL Secured Parties such additional documents and instruments (in recordable form, if requested) as the ABL Collateral Agent or the ABL Secured Parties may reasonably request to effectuate the terms of and the lien priorities contemplated by this Agreement.

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8.10. Governing Law. This Agreement has been delivered and accepted at and shall be deemed to have been made at New York, New York and shall be interpreted, and the rights and liabilities of the parties bound hereby determined, in accordance with the laws of the State of New York.

8.11. Binding on Successors and Assigns. This Agreement shall be binding upon the ABL Collateral Agent, the ABL Secured Parties, the Term Loan Collateral Agent, the Term Loan Secured Parties and their respective permitted successors and assigns.

8.12. Specific Performance. The ABL Collateral Agent may demand specific performance of this Agreement. The Term Loan Collateral Agent, on behalf of itself and each Term Loan Secured Party, hereby irrevocably waives any defense based on the adequacy of a remedy at law and any other defense that might be asserted to bar the remedy of specific performance in any action that may be brought by the ABL Collateral Agent.

8.13. Section Titles. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of this Agreement.

8.14. Counterparts. This Agreement may be executed in one or more counterparts, including by means of facsimile or "pdf" file thereof, each of which shall be an original and all of which shall together constitute one and the same document.

8.15. Authorization. By its signature, each party hereto represents and warrants to the other parties hereto that the Person executing this Agreement on behalf of such party is duly authorized to execute this Agreement. The ABL Collateral Agent represents and warrants that this Agreement is binding upon the ABL Secured Parties. The Term Loan Collateral Agent represents and warrants that this Agreement is binding upon the Term Loan Secured Parties.

8.16. No Third Party Beneficiaries; Successors and Assigns. This Agreement and the rights and benefits hereof shall inure to the benefit of, and be binding upon, each of the ABL Collateral Agent, the ABL Secured Parties, the Term Loan Collateral Agent and the Term Loan Secured Parties and their respective successors and assigns and shall inure to the benefit of each of, and be binding upon, the holders of ABL Obligations and Term Loan Obligations. No other Person shall have or be entitled to assert rights or benefits hereunder.

8.17. Effectiveness. This Agreement shall become effective when executed and delivered by the parties hereto. This Agreement shall be effective both before and after the commencement of any Insolvency or Liquidation Proceeding. All references to the Company or any other Grantor shall include the Company or any other Grantor as debtor and debtor-in-possession and any receiver or trustee for the Company or any other Grantor (as the case may be) in any Insolvency or Liquidation Proceeding.

8.18. ABL Collateral Agent and Term Loan Collateral Agent. It is understood and agreed that (a) JPMorgan Chase Bank, National Association is entering into this Agreement in its capacity as agent under the ABL

Credit Agreement, and the provisions of Article X of the ABL Credit Agreement applicable to the agent thereunder shall also apply to the ABL

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Collateral Agent hereunder and (b) JPMorgan Chase Bank, National Association is entering in this Agreement in its capacity as Term Loan Collateral Agent, and the provisions of Article IX of the Term Loan Credit Agreement applicable to the collateral agent thereunder shall also apply to the Term Loan Collateral Agent hereunder.

8.19. Relative Rights. Notwithstanding anything in this Agreement to the contrary (except to the extent contemplated by Section 5.3(b)), nothing in this Agreement is intended to or will (a) amend, waive or otherwise modify the provisions of the ABL Credit Agreement or any other ABL Document, or the Term Loan Credit Agreement or any other Term Loan Document, or permit the Company or any Grantor to take any action, or fail to take any action, to the extent such action or failure would otherwise constitute a breach of, or default under, the ABL Credit Agreement or any other ABL Documents or the Term Loan Credit Agreement or any other Term Loan Documents, (b) change the relative priorities of the ABL Obligations or the Liens granted under the ABL Documents on the Common Collateral (or any other assets) as among the ABL Secured Parties, or (c) otherwise change the relative rights of the ABL Secured Parties in respect of the Common Collateral as among such ABL Secured Parties. None of the Company or any other creditor thereof shall have any rights hereunder. Nothing in this Agreement is intended to or shall impair the obligations of the Company or any other Grantor to pay the ABL Obligations and the Term Loan Obligations as and when the same shall become due and payable in accordance with their terms.

8.20. References. Notwithstanding anything to the contrary in this Agreement, any references contained herein to any Section, clause, paragraph, definition or other provision of any ABL Document or Term Loan Document (including any definition contained therein) shall be deemed to be a reference to such Section, clause, paragraph, definition or other provision as in effect on the date of this Agreement; provided that any reference to any such Section, clause, paragraph or other provision shall refer to such Section, clause, paragraph or other provision of the applicable ABL Document or Term Loan Document, as applicable (including any definition contained therein), as amended or modified from time to time if such amendment or modification has been made in accordance with this Agreement and the applicable ABL Document or Term Loan Document.

8.21. Intercreditor Agreements. Notwithstanding anything to the contrary contained in this Agreement, each party hereto agrees that the ABL Secured Parties (as among themselves) may enter into intercreditor agreements (or similar arrangements) governing the rights, benefits and privileges as among the ABL Secured Parties in respect of the Common Collateral, this Agreement and the other ABL Documents, including as to application of proceeds of the Common Collateral, voting rights, control of the Common Collateral and waivers with respect to the Common Collateral, in each case so long as the terms thereof do not violate or conflict with the provisions of this Agreement or the ABL Documents. The Term Loan Secured Parties (as among themselves) may enter into intercreditor agreements (or similar arrangements) governing the rights, benefits and privileges as among the Term Loan Secured Parties in respect of the Common Collateral, this Agreement and the other Term Loan Documents, including as to application of proceeds of the Common Collateral, voting rights, control of the Common Collateral and waivers with respect to the Common Collateral, in each case so long as the terms thereof do not violate or conflict with the provisions of this Agreement or the Term Loan Documents. In any event, if a respective intercreditor agreement (or similar

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arrangement) exists, the provisions thereof shall not be (or be construed to be) an amendment, modification or other change to this Agreement or any other ABL Security Document or Term Loan Security Document, and the provisions of this Agreement and the other ABL Security Documents and Term Loan Security Documents shall remain in full force and effect in accordance with the terms hereof and thereof (as such provisions may be amended, modified or otherwise supplemented from time to time in accordance with the terms hereof and thereof, including to give effect to any intercreditor agreement (or similar arrangement)). The provisions of this Agreement are and are intended solely for the purpose of defining the relative rights of the ABL Secured Parties on the one hand and the Term Loan Secured Parties on the other hand.

8.22. Non-Common Collateral. The ABL Collateral Agent hereby acknowledges for itself and on behalf of ABL Secured Party that there are assets of the Company and its Subsidiaries (including Grantors) which are subject to Liens in favor of the Term Loan Collateral Agent or other creditors but which do not constitute Common Collateral and nothing in this Agreement shall grant or imply the grant of any Lien or other security interest in such assets in favor of any ABL Secured Party to secure any ABL Obligations and nothing in this Agreement shall affect or limit the rights of the Term Loan Collateral Agent or any Term Loan Secured Party in any Non-Common Collateral or any other assets of the Company or any of its Subsidiaries (other than Common Collateral) securing any Term Loan Obligations.

8.23. Drafting of Agreement. This ABL Intercreditor Agreement embodies arms' length negotiations and compromises between the parties, was drafted jointly by the parties, and shall not be construed against any party hereto, or such parties' successors and assigns, if any, by reason of its preparation or drafting of this ABL Intercreditor Agreement. Each of the parties agrees that drafts of this ABL Intercreditor Agreement and modifications reflected in such drafts shall not be utilized in any manner, dispute, or proceeding, including as evidence of any of the parties' intent or interpretation of this ABL Intercreditor Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION,
as ABL Collateral Agent

By: _____
Name:
Title:

[Signature Page to ABL Intercreditor Agreement]

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION,
as Term Loan Collateral Agent

By: _____

Name: _____

Title: _____

[Signature Page to ABL Intercreditor Agreement]

CONSENT OF COMPANY AND GRANTORS

Dated: January 28, 2013

Reference is made to the ABL Intercreditor Agreement dated as of the date hereof between JPMorgan Chase Bank, National Association, as ABL Collateral Agent, and JPMorgan Chase Bank, National Association, as Term Loan Collateral Agent, (such agreement as in effect on the date hereof, the “**ABL Intercreditor Agreement**”). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the ABL Intercreditor Agreement.

Each of the undersigned Grantors has read the foregoing ABL Intercreditor Agreement and consents thereto. Each of the undersigned Grantors agrees not to take any action that would be contrary to the express provisions of the foregoing ABL Intercreditor Agreement, agrees to abide by the requirements expressly applicable to it under the foregoing ABL Intercreditor Agreement and agrees that, except as otherwise provided therein, no ABL Secured Party or Term Loan Secured Party shall have any liability to any Grantor for acting in accordance with the provisions of the foregoing ABL Intercreditor Agreement, the ABL Documents or the Term Loan Documents. Each Grantor understands that the foregoing ABL Intercreditor Agreement is for the sole benefit of the ABL Secured Parties and the Term Loan Secured Parties and their respective successors and assigns, and that such Grantor is not an intended beneficiary or third party beneficiary thereof.

Without limitation to the foregoing, each Grantor agrees to take such further action and to execute and deliver such additional documents and instruments (in recordable form, if requested) as the ABL Collateral Agent or the

Term Loan Collateral Agent (or any of their respective agents or representatives) may reasonably request to effectuate the terms of and the lien priorities contemplated by the ABL Intercreditor Agreement.

This Consent shall be governed and construed in accordance with the laws of the State of New York. Notices delivered to any Grantor pursuant to this Consent shall be delivered in accordance with the notice provisions set forth in the ABL Credit Agreement.

Acknowledged and Agreed to by:

TESORO CORPORATION

By: _____
Name:
Title:

[Signature Page to ABL Intercreditor Agreement]

The Grantors

**GOLD STAR MARITIME COMPANY
TESORO ALASKA COMPANY
TESORO AVIATION COMPANY
TESORO COMPANIES, INC.
TESORO ENVIRONMENTAL RESOURCES COMPANY
TESORO FAR EAST MARITIME COMPANY**

TESORO HAWAII, LLC
TESORO INSURANCE HOLDING COMPANY
TESORO MARITIME COMPANY
TESORO NORTHSTORE COMPANY
TESORO REFINING & MARKETING COMPANY LLC
TESORO SIERRA PROPERTIES, LLC
TESORO SOCIAL PIPELINE COMPANY LLC
TESORO SOUTH COAST COMPANY, LLC
TESORO TRADING COMPANY
TESORO WASATCH, LLC
TESORO WEST COAST COMPANY, LLC
TREASURE FRANCHISE COMPANY LLC

By: _____
 Name:
 Title:

SMILEY'S SUPER SERVICE, INC.

By: _____
 Name:
 Title:

[Signature Page to ABL Intercreditor Agreement]

FORM OF EQUAL PRIORITY LIEN INTERCREDITOR AGREEMENT

EQUAL PRIORITY LIEN INTERCREDITOR AGREEMENT, dated as of [____], 20[] (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, this “Agreement”), among TESORO CORPORATION, a Delaware corporation, the other Grantors (as defined below) from time to time party hereto, JPMORGAN CHASE, NATIONAL ASSOCIATION, as collateral agent for the Credit Agreement Secured Parties (as defined below) (in such capacity and together with its successors in such capacity, the “Credit Agreement Collateral Agent”), JPMORGAN CHASE, NATIONAL ASSOCIATION, as Authorized Representative for the Credit Agreement Secured Parties (as each such term is defined below), [____], as the collateral agent and Authorized Representative for the Initial Additional Secured Parties (as defined below) (in such capacity and together with its successors in such capacity, the “Initial Additional Authorized Representative”) and each additional Authorized

Representative from time to time party hereto for the other Additional Secured Parties of the Series (as defined below) with respect to which it is acting in such capacity.

In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Credit Agreement Collateral Agent, the Administrative Agent (for itself and on behalf of the Credit Agreement Secured Parties), the Initial Additional Authorized Representative (in each case, for itself and on behalf of the Initial Additional Secured Parties) and each additional Authorized Representative (for itself and on behalf of the Additional Secured Parties of the applicable Series) agree as follows:

ARTICLE I

Definitions

SECTION 1.01 Certain Defined Terms. Capitalized terms used but not otherwise defined herein have the meanings set forth in the Credit Agreement or, if defined in the New York UCC, the meanings specified therein. As used in this Agreement, the following terms have the meanings specified below:

“Additional Class Debt” has the meaning assigned to such term in Section 5.13.

“Additional Class Debt Collateral Agent” has the meaning assigned to such term in Section 5.13.

“Additional Class Debt Parties” has the meaning assigned to such term in Section 5.13.

“Additional Class Debt Representative” has the meaning assigned to such term in Section 5.13.

“Additional Collateral Agent” means (x) for so long as the Initial Additional Obligations are the only Series of Additional Obligations, the Initial Additional Authorized Representative and (y) thereafter, the Major Non Controlling Authorized Representative.

“Additional Documents” means, with respect to the Initial Additional Obligations or any Series of Additional Class Debt, the notes, indentures, security documents and other operative agreements evidencing or governing such indebtedness and liens securing such indebtedness, including the Initial Additional Documents and the Additional Security Documents and each other agreement entered into for the purpose of securing the Initial Additional Obligations or any Series of Additional Class Debt; provided that, in each case, the Indebtedness thereunder (other than the Initial Additional Obligations) has been designated as Additional Class Debt pursuant to Section 5.13 hereto.

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“Additional Obligations” means all amounts owing pursuant to the terms of any Additional Document (including the Initial Additional Documents), including, without limitation, all amounts in respect of any principal, premium, interest (including any interest accruing subsequent to the commencement of a Bankruptcy Case at the rate provided for in the respective Additional Document, whether or not such interest is an allowed claim under any such proceeding or under applicable state, federal or foreign law), penalties, fees, expenses, indemnifications, reimbursements, damages and other liabilities, and guarantees of the foregoing amounts.

“Additional Secured Parties” means the holders of any Additional Obligations and any Authorized Representative or Collateral Agent with respect thereto, and shall include the Initial Additional Secured Parties and the Additional Class Debt Parties.

“Additional Security Documents” means any collateral agreement, security agreement or any other document now existing or entered into after the date hereof that create Liens on any assets or properties of any Grantor to secure any