

USA Gasoline (Stylized)	C20111115-2680	11/15/2011
USA Gasoline (Stylized)	TK11121901	12/19/2011
USA Gasoline (Stylized)	S41976	11/03/2011
USA Gasoline (Stylized)	8155557	11/16/2011
USA Gasoline (Stylized)	2012-000619850	04/02/2012

E-2

ANNEX I

SECURITY AGREEMENT SUPPLEMENT

Reference is hereby made to the Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), dated as of January 28, 2013, made by each of Tesoro Corporation, a Delaware corporation (the “Borrower”) and the Subsidiaries of the Borrower party thereto on such date (together with the Borrower, collectively, the “Initial Grantors”, and together with any additional Subsidiaries, including the undersigned, which become parties thereto by executing a Security Agreement Supplement in substantially the form hereof, the “Grantors”), in favor of the Agent. Capitalized terms used herein and not defined herein shall have the meanings given to them in the Security Agreement.

By its execution below, the undersigned, [NAME OF NEW GRANTOR], a [] [corporation/limited liability company/limited partnership] (the “New Grantor”) agrees to become, and does hereby become, a Grantor under the Security Agreement and agrees to be bound by the Security Agreement as if originally a party thereto. The New Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Secured Parties and (to the extent specifically provided in the Security Agreement) their Affiliates, a security interest in all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to the Collateral to secure the prompt and complete payment and performance of (i) the Secured Obligations in the case of the Borrower and (ii) the “Guaranteed Obligations” (as defined in the Guarantee) in the case of each other Grantor.

By its execution below, the undersigned represents and warrants as to itself that all of the representations and warranties contained in the Security Agreement are true and correct in all respects as of the date hereof. The New Grantor represents and warrants that the supplements to the Exhibits to the Security Agreement attached hereto are true and correct in all respects and that such supplements set forth all information required to be scheduled under the Security Agreement with respect to the New Grantor. The New Grantor shall take all steps necessary to perfect, in favor of the Agent, a first priority security interest (or second priority security interest subject in priority only to the Liens securing the ABL Obligations permitted under the Credit Agreement with respect to the ABL Collateral to the extent provided in the ABL Intercreditor Agreement) in and lien against the New Grantor's Collateral.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the New Grantor has executed and delivered this Annex I counterpart to the Security Agreement as of this _____ day of _____, 20____.

[NAME OF NEW GRANTOR]

By: _____

Title: _____

Annex I

EXHIBIT C

FORM OF PLEDGE AGREEMENT

PLEDGE AGREEMENT, dated as of January 28, 2013 (this "Agreement"), among Tesoro Corporation, a Delaware corporation (the "Pledgor") and JPMorgan Chase Bank, National Association, as Collateral Agent (in such capacity, together with its successors in such capacity, the "Agent") under the Credit Agreement (as hereinafter defined) for the benefit of the Secured Parties (as hereinafter defined).

WHEREAS, reference is made to that certain Term Loan Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of January 28, 2013, among the Pledgor, the banks, financial institutions and other lending institutions from time to time party thereto (the "Lenders") and JPMorgan Chase Bank, National Association, as Administrative Agent and Collateral Agent;

WHEREAS, pursuant to the Credit Agreement, among other things, the Lenders have agreed to provide Loans to the Pledgor as the Borrower under the Credit Agreement;

WHEREAS, the Pledgor acknowledges that it will derive substantial direct and indirect benefit from the making of the Loans, the Credit Agreement and any other Loan Documents;

WHEREAS, it is a condition precedent to the obligation of the Secured Parties to make their respective Loans to the Pledgor that the Pledgor shall have executed and delivered this Agreement to the Agent for the benefit of the Secured Parties; and

WHEREAS, the Pledgor is the legal and beneficial owner of the Equity Interests described in Schedule 1 and issued by the entities named therein (the Equity Interests of such entities are, together with Equity Interests of any successor entity, referred to collectively herein as the "Pledged Shares") as such Schedule may be amended from time to time;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and to induce the Secured Parties to enter into the Credit Agreement and to make the Loans to the Pledgor under the Credit Agreement and any other Loan Documents, the Pledgor hereby agrees with the Agent, for the benefit of the Secured Parties, as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, terms defined in the Credit Agreement and used in this Agreement (including terms used in the preamble and the recitals) shall have the meanings given to them in the Credit Agreement.

(b) Terms used herein that are not defined herein or in the Credit Agreement, but that are terms defined in the UCC and not defined in this Agreement or in the Credit Agreement shall have the meanings specified therein (and if defined in more than one article of the UCC, shall have the meaning specified in Article 9 thereof).

(c) The rules of construction and other interpretive provisions specified in Sections 1.2 and 1.5 of the Credit Agreement shall apply to this Agreement, including terms defined in the preamble and recitals to this Agreement.

(d) The following terms shall have the following meanings:

“Agent” shall have the meaning assigned to such term in the preamble.

- 1 -

“Agreement” shall have the meaning assigned to such term in the preamble.

“Collateral” shall have the meaning assigned to such term in Section 2.

“Credit Agreement” shall have the meaning assigned to such term in the recitals of this Agreement.

“Guarantee” shall have the meaning assigned to such term in the recitals.

“Lenders” shall have the meaning assigned to such term in the recitals.

“Pledged Shares” shall have the meaning assigned to such term in the recitals.

“Pledgor” shall have the meaning assigned to such term in the preamble.

“Proceeds” shall mean all “proceeds” as such term is defined in Article 9 of the UCC and, in any event, shall include with respect to the Pledgor (a) any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other Person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property that constitutes Collateral, (b) all cash and negotiable instruments received by or held on behalf of the Agent and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Secured Obligations” shall have the meaning assigned to such term in the Credit Agreement.

“Secured Parties” shall have the meaning assigned to such term in the Credit Agreement.

“Security Agreement” shall mean that certain Security Agreement, dated January 28, 2013, among the Pledgor and the Agent.

“Termination Date” shall mean the date on which all Secured Obligations under the Credit Agreement are paid in full (other than contingent indemnification obligations not then due) and all commitments to make Loans have terminated.

“UCC” shall have the meaning assigned to such term in the Credit Agreement.

2. Grant of Security. The Pledgor hereby transfers, assigns and pledges to the Agent, for the benefit of the Secured Parties, and grants to the Agent, for the benefit of the Secured Parties, a lien on and a security interest in all of the Pledgor's right, title and interest in, to and under the following assets and properties, whether now owned or existing or at any time hereafter acquired or existing (collectively, the “Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Pledgor's Secured Obligations:

(a) the Pledged Shares, and the certificates, if any, representing such Pledged Shares, any interest of the Pledgor in the entries on the books of the issuer of the Pledged Shares or any financial intermediary pertaining to

the Pledged Shares, all rights with respect to the Pledged Shares and all dividends, cash, warrants, rights, instruments and other property or Proceeds from

- 2 -

time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Shares; and

(b) to the extent not covered by clause (a) above, all Proceeds of any or all of the foregoing Collateral.

3. Security for Secured Obligations. This Agreement secures the payment of all the Secured Obligations. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Secured Obligations and would be owed by the Pledgor to the Agent or the other Secured Parties under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Pledgor.

4. Delivery of the Collateral. All certificates, if any, representing or evidencing the Collateral shall be (with respect to any certificates existing on the date hereof, and with respect to any certificates acquired after the date hereof, promptly, and in any event within 30 days after their acquisition) delivered to and held by or on behalf of the Agent for the benefit of the Secured Parties pursuant hereto and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to the Agent. The Agent shall have the right, at any time after the occurrence and during the continuance of a Default and with notice to the Pledgor, to transfer to or to register in the name of the Agent or any of its nominees any or all of the Pledged Shares. Each delivery of Collateral shall be accompanied by a schedule describing the assets theretofore and then being pledged hereunder, which shall be attached hereto as part of Schedule 1 and made a part hereof; provided that the failure to attach any such schedule hereto shall not affect the validity of such pledge of such securities. Each schedule so delivered shall supplement any prior schedules so delivered.

5. Representations and Warranties. The Pledgor represents and warrants as follows:

(a) Schedule 1 correctly represents as of the Effective Date with respect to each issuer, the certificate number, if any, the number and class and the percentage of the issued and outstanding Equity Interests of such class of all Pledged Shares. Except as set forth on Schedule 1, the Pledged Shares represent all of the issued and outstanding Equity Interests of each class of Equity Interests in the issuer on the Effective Date.

(b) The Pledgor is the legal and beneficial owner of the Collateral pledged or assigned by it hereunder free and clear of any Lien, except for non-consensual Liens permitted by Section 8.6 of the Credit Agreement and the Lien created by this Agreement.

(c) As of the Effective Date, the Pledged Shares have been duly authorized and validly issued and, in the case of Pledged Shares issued by a corporation, are fully paid and non-assessable.

(d) The execution and delivery by the Pledgor of this Agreement and the pledge of the Collateral pledged by the Pledgor hereunder pursuant hereto create a legal, valid and enforceable security interest in such Collateral and, (i) in the case of certificates representing or evidencing the Collateral, upon the earlier of (x) delivery of such Collateral to the Agent (or its bailee) in the State of New York and (y) the filing of the applicable Uniform Commercial Code financing statements described in Section 4.1.2 of the Security Agreement and (ii) in the case of all other Collateral, upon the filing of the applicable Uniform Commercial Code financing

- 3 -

statements described in Section 4.1.2 of the Security Agreement, shall create a perfected security interest in such Collateral, prior to all other Liens on the Collateral other than Liens permitted to have an equal ranking priority pursuant to Section 8.6 of the Credit Agreement, securing the payment of the Secured Obligations, in favor of the

Agent, for the benefit of the Secured Parties, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization and other similar laws relating to or affecting creditors' rights generally and general principles of equity (whether considered in a proceeding in equity or law).

(e) The Pledgor has full power, authority and legal right to pledge all the Collateral pledged by it pursuant to this Agreement and this Agreement, constitutes a legal, valid and binding obligation of the Pledgor, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization and other similar laws relating to or affecting creditors' rights generally and general principles of equity (whether considered in a proceeding in equity or law).

6. Certification of Limited Liability Company.

(a) Any Equity Interests required to be pledged hereunder in Tesoro Refining & Marketing Company LLC ("Tesoro Refining") shall either (i) be represented by a certificate and the Pledgor shall cause Tesoro Refining to treat such interests as a "security" within the meaning of Article 8 of the Uniform Commercial Code of its jurisdiction of organization or formation, as applicable, by including in its organizational documents language reasonably acceptable to the Agent in order to provide that such interests shall be governed by Article 8 of the Uniform Commercial Code or (ii) the Pledgor shall cause Tesoro Refining not to elect to have such interests treated as a "security" within the meaning of Article 8 of the Uniform Commercial Code of its jurisdiction of organization or formation, as applicable.

7. Further Assurances. The Pledgor agrees that at any time and from time to time, at the expense of the Pledgor, it will execute or otherwise authorize the filing of any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements and other documents), which may be required under any applicable Requirements of Law, or which the Agent or any Secured Party may reasonably request, in order (a) to perfect and protect any pledge, assignment or security interest granted or purported to be granted hereby (including the priority thereof) or (b) to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

8. Voting Rights; Dividends and Distributions; Etc.

(a) So long as no Default shall have occurred and be continuing:

(i) The Pledgor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Collateral or any part thereof for any purpose not prohibited by the terms of this Agreement or the other Loan Documents.

(ii) The Agent shall execute and deliver (or cause to be executed and delivered) to the Pledgor all such proxies and other instruments as the Pledgor may reasonably request for the purpose of enabling the Pledgor to exercise the voting and other rights that it is entitled to exercise pursuant to paragraph (i) above.

- 4 -

(b) Subject to paragraph (c) of this Section 8, the Pledgor shall be entitled to receive and retain and use, free and clear of the Lien created by this Agreement, any and all dividends, distributions, principal and interest made or paid in respect of the Collateral to the extent not prohibited by any Loan Document; provided, however, that any and all noncash dividends, interest, principal or other distributions that would constitute Pledged Shares, whether resulting from a subdivision, combination or reclassification of the outstanding Equity Interests of the issuer of any Pledged Shares or received in exchange for Pledged Shares or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be, and shall be forthwith delivered to the Agent to hold as Collateral and shall, if received by the Pledgor, be received in trust for the benefit of the Agent, be segregated from the other property or funds of the Pledgor and be forthwith delivered to the Agent as Collateral in the same form as so received (with any necessary indorsement).

(c) Upon written notice to the Pledgor by the Agent following the occurrence and during the continuance of a Default,

(i) all rights of the Pledgor to exercise or refrain from exercising the voting and other consensual rights that it would otherwise be entitled to exercise pursuant to Section 8(a)(i) shall cease, and, all such rights shall thereupon become vested in the Agent, which shall thereupon have the sole right to exercise or refrain from exercising such voting and other consensual rights during the continuance of such Default; provided that, unless otherwise directed by the Required Lenders, the Agent shall have the right (but not the obligation) from time to time following the occurrence and during the continuance of a Default, to permit the Pledgor to exercise such rights. After all Defaults have been cured or waived, the Pledgor will have the right to exercise the voting and consensual rights that the Pledgor would otherwise be entitled to exercise pursuant to the terms of Section 8(a)(i) (and the obligations of the Agent under Section 8(a)(ii) shall be reinstated);

(ii) all rights of the Pledgor to receive the dividends, distributions and principal and interest payments that the Pledgor would otherwise be authorized to receive and retain pursuant to Section 8(b) shall cease, and all such rights shall thereupon become vested in the Agent, which shall thereupon have the sole right to receive and hold as Collateral such dividends, distributions and principal and interest payments during the continuance of such Default. After all Defaults have been cured or waived, the Agent shall repay to the Pledgor (without interest) all dividends, distributions and principal and interest payments that the Pledgor would otherwise be permitted to receive, retain and use pursuant to the terms of Section 8(b) that have not been applied to the payment of Secured Obligations;

(iii) all dividends, distributions and principal and interest payments that are received by the Pledgor contrary to the provisions of Section 8(b) shall be received in trust for the benefit of the Agent, shall be segregated from other property or funds of the Pledgor and shall forthwith be delivered to the Agent as Collateral in the same form as so received (with any necessary indorsements); and

(iv) in order to permit the Agent to receive all dividends, distributions and principal and interest payments to which it may be entitled under Section 8(b), to exercise the voting and other consensual rights that it may be entitled to exercise pursuant to Section 8(c)(i), and to receive all dividends, distributions and principal and interest payments that it may be entitled to under Sections 8(c)(ii) and 8(c)(iii), in each case, the Pledgor shall from time to time execute and

- 5 -

deliver to the Agent, appropriate proxies, dividend payment orders and other instruments as the Agent may reasonably request in writing.

9. Transfers and Other Liens; Additional Collateral; Etc. The Pledgor shall:

(a) not (i) except as permitted by the Credit Agreement (including pursuant to waivers and consents thereunder), sell or otherwise dispose of, or grant any option or warrant with respect to, any of the Collateral or (ii) create or suffer to exist any consensual Lien upon or with respect to any of the Collateral, except for the Lien created by this Agreement; and

(b) defend its and the Agent's title or interest in and to all the Collateral (and in the Proceeds thereof) against any and all Liens (other than non-consensual Liens permitted by Section 8.6 of the Credit Agreement or the Lien created by this Agreement), however arising, and any and all Persons whomsoever.

10. Agent Appointed Attorney-in-Fact. The Pledgor hereby appoints, which appointment is irrevocable and coupled with an interest, the Agent as the Pledgor's attorney-in-fact, with full authority in the place and stead of the Pledgor and in the name of the Pledgor or otherwise, to take any action and to execute any instrument, and after the occurrence and during the continuance of a Default and with notice to the Pledgor, that the Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including to receive, indorse and collect all instruments made payable to the Pledgor representing any dividend, distribution or principal or interest payment in respect of the Collateral or any part thereof and to give full discharge for the same.

11. The Agent's Duties. The powers conferred on the Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Agent shall have no duty as to any Collateral, as to ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders

or other matters relative to any Pledged Shares, whether or not the Agent or any other Secured Party has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Collateral. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Agent accords its own property.

12. Remedies. If any Default shall have occurred and be continuing:

(a) The Agent may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the UCC (whether or not the UCC applies to the affected Collateral) or any other applicable Requirement of Law or in equity and also may with notice to the Pledgor, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any exchange broker's board or at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, at such price or prices and upon such other terms as are commercially reasonable irrespective of the impact of any such sales on the market price of the Collateral. The Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers of Collateral to Persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and, upon consummation of any such sale, the Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold.

- 6 -

Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of the Pledgor, and the Pledgor hereby waives (to the extent permitted by law) all rights of redemption, stay and/or appraisal that it now has or may at any time in the future have under any Requirement of Law now existing or hereafter enacted. The Agent or any Secured Party shall have the right upon any such public sale, and, to the extent permitted by law, upon any such private sale, to purchase all or any part of the Collateral so sold, and the Agent or such Secured Party may pay the purchase price by crediting the amount thereof against the Secured Obligations. The Pledgor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to the Pledgor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. To the extent permitted by law, the Pledgor hereby waives any claim against the Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price that might have been obtained at a public sale, even if the Agent accepts the first offer received and does not offer such Collateral to more than one offeree.

(b) The Agent shall apply the Proceeds of any collection or sale of the Collateral in the manner specified in Section 9 of the Credit Agreement. Upon any sale of the Collateral by the Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Agent or such officer or be answerable in any way for the misapplication thereof.

(c) The Agent may exercise any and all rights and remedies of the Pledgor in respect of the Collateral.

(d) All payments received by the Pledgor in respect of the Collateral after the occurrence and during the continuance of a Default shall be received in trust for the benefit of the Agent, shall be segregated from other property or funds of the Pledgor and shall be forthwith delivered to the Agent as Collateral in the same form as so received (with any necessary indorsement).

13. Amendments, etc. with Respect to the Secured Obligations; Waiver of Rights. Except for the termination of the Pledgor's Secured Obligations hereunder as provided in Section 14, the Pledgor shall remain obligated hereunder notwithstanding that, without any reservation of rights against the Pledgor and without notice to or further assent

by the Pledgor, (a) any demand for payment of any of the Secured Obligations made by the Agent or any other Secured Party may be rescinded by such party and any of the Secured Obligations continued, (b) the Secured Obligations, or the liability of any other party upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Agent or any other Secured Party, (c) the Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, in accordance with the terms of the applicable Loan Document, and (d) any collateral security, guarantee or right of offset at any time held by the Agent or any other Secured Party for the payment of the Secured Obligations may be sold, exchanged, waived, surrendered or released. Neither the Agent nor any other Secured Party shall have any obligation

- 7 -

to protect, secure, perfect or insure any Lien at any time held by it as security for the Secured Obligations or for this Agreement or any property subject thereto.

14. Continuing Security Interest; Assignments Under the Credit Agreement; Release.

(a) This Agreement shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon the Pledgor and the successors and assigns thereof, and shall inure to the benefit of the Agent and the other Secured Parties and their respective successors, indorsees, transferees and assigns until the Termination Date, notwithstanding that from time to time prior to the Termination Date, the Pledgor may be free from any Secured Obligations.

(b) In the event the Pledgor sells or otherwise disposes of assets as permitted by the Credit Agreement (including pursuant to waivers and consents thereunder), and such assets are or include any of the Collateral, (A) in the event of any such sale or disposition to a Person that is not a Loan Party, the Agent shall release such Collateral to the Pledgor free and clear of the Lien created by this Agreement concurrently with the consummation of such sale or disposition in accordance with the Security Agreement and Section 14 and (B) in the event of any such sale or disposition to a Loan Party, the Pledgor shall cause such Loan Party to enter into a pledge agreement substantially in the form of this Agreement (with such changes as may be applicable to the Agent) at the time of the acquisition thereof.

(c) In connection with any termination or release pursuant to the foregoing paragraph (a) or (b), the Agent shall execute and deliver to the Pledgor or authorize the filing of, at the Pledgor's expense, all documents that the Pledgor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 14 shall be without recourse to or warranty by the Agent.

15. Reinstatement. The Pledgor further agrees that, if any payment made by any Loan Party or other Person and applied to the Secured Obligations is at any time annulled, avoided, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be refunded or repaid, or the Proceeds of Collateral are required to be returned by any Secured Party to such Loan Party, its estate, trustee, receiver or any other party, including the Pledgor, under any bankruptcy law, state, federal or foreign law, common law or equitable cause, then, to the extent of such payment or repayment, any Lien or other Collateral securing such liability shall be and remain in full force and effect, as fully as if such payment had never been made or, if prior thereto the Lien granted hereby or other Collateral securing such liability hereunder shall have been released or terminated by virtue of such cancellation or surrender), such Lien or other Collateral shall be reinstated in full force and effect, and such prior cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect any Lien or other Collateral securing the obligations of the Pledgor in respect of the amount of such payment.

16. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 11.2 of the Credit Agreement.

17. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a "pdf" or a "tif" file)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of copies of this Agreement signed by all of the parties shall be lodged with the Agent and the Pledgor.

18. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such

prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

19. Integration. This Agreement together with the other Loan Documents represents the agreement of the Pledgor with respect to the subject matter hereof and thereof and there are no promises, undertakings, representations or warranties by the Agent or any other Secured Party relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

20. Amendments in Writing; No Waiver; Cumulative Remedies.

(a) None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Pledgor and the Agent in accordance with Section 11.1 of the Credit Agreement; provided, however, that this Agreement may be supplemented (but no existing provisions may be modified and no Collateral may be released) through agreements substantially in the form of Annex A, in each case duly executed by the Pledgor.

(b) Neither the Agent nor any Secured Party shall by any act (except by a written instrument pursuant to Section 20(a)), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Unmatured Default or in any breach of any of the terms and conditions hereof or of any other applicable Loan Document. No failure to exercise, nor any delay in exercising, on the part of the Agent or any other Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Agent or any other Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that the Agent or such other Secured Party would otherwise have on any future occasion.

(c) The rights, remedies, powers and privileges herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by Requirement of Law.

21. Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

22. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Pledgor and shall inure to the benefit of the Agent and the other Secured Parties and their respective successors and assigns, except that the Pledgor may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Agent, except pursuant to a transaction permitted by the Credit Agreement.

23. **WAIVERS OF JURY TRIAL. THE PLEDGOR, THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT, EACH LENDER AND EACH OTHER SECURED PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING**

OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.

1.1. Submission to Jurisdiction; Waivers. The Pledgor, the Administrative Agent, the Agent and each Lender hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York and appellate courts from any thereof;

(b) consents that any such action or proceeding shall be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Person at its address set forth on Schedule 11.2 hereto at such other address of which the Administrative Agent shall have been notified pursuant to Section 11.2 hereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by Requirements of Law or shall limit the right to sue in any other jurisdiction;

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 11.13 any special, exemplary, punitive or consequential damages; and

(f) agrees that a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

24. Acknowledgments. Each party hereto hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) (i) neither the Agent nor any other Agent or Secured Party has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Pledgor with respect to any of the transactions contemplated in this Agreement or the process leading thereto, including with respect to any amendment, waiver or other modification hereof or of any other Loan Document (irrespective of whether the Agent or any other Agent or Secured Party has advised or is currently advising the Pledgor or its respective Affiliates on other matters) and neither the Agent or other Agent or Secured Party has any obligation to the Pledgor or its respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; (ii) the Agent and its Affiliates, each other Agent and each other Secured Party and each Affiliate of the foregoing may be engaged in a broad range of transactions that involve interests that differ from those of the Pledgor and its respective Affiliates, and neither the Agent nor any other Agent or Secured Party has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (iii) neither the Agent nor any other Agent or Secured Party has provided and none will provide any legal, accounting,

- 10 -

regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Loan Document) and the Pledgor has consulted its own respective legal, accounting, regulatory and tax advisors to the extent they have deemed appropriate. The Pledgor agrees that it will not claim that the Agent or any other Agent or Secured Party, as the case may be, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Pledgor, in connection with the transactions contemplated in this Agreement or the process leading thereto; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Agents and any other Secured Party or among the Pledgor, the Agents and any other Secured Party.

25. **GOVERNING LAW. THE LOAN DOCUMENTS (OTHER THAN THOSE CONTAINING A CONTRARY EXPRESS CHOICE OF LAW PROVISION) SHALL BE GOVERNED BY, AND**