IN THE DISTRICT COURT OF THE VIRGIN ISLANDS
BANKRUPTCY DIVISION
ST. CROIX, VIRGIN ISLANDS

In re:	)	
	)	Chapter 11
HOVENSA L.L.C.,	)	
	)	Case No. 1:15-bk-10003-MFW
Debtor.	)	

DEBTOR'S MOTION FOR INTERIM AND FINAL ORDERS (A) APPROVING POST-PETITION FINANCING; (B) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS; (C) MODIFYING THE AUTOMATIC STAY; (D) SCHEDULING INTERIM AND FINAL HEARINGS; AND (E) GRANTING RELATED RELIEF

TABLE OF CONTENTS

Page

TABLE OF AUTHORITIES

Page(s)

CASES

STATUTES

OTHER AUTHORITIES

PRELIMINARY STATEMENT[1]

1. The Debtor has filed this chapter 11 case with the goal of consummating a sale of the Debtor's assets that maximizes recoveries for all of the Debtor's stakeholders and, at the same time, promotes the best interests (both economic and environmental) of the USVI and its residents. In furtherance of these objectives, the Debtor has filed the *Debtor's Motion For Entry of Orders (A)(I) Establishing Bidding Procedures Relating to the Sale of the Debtor's Assets, Including Approving Break-Up Fee and Expense Reimbursement, (II) Establishing Procedures Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, Including Notice of Proposed Cure Amounts, (III) Approving Form and Manner of Notice Relating Thereto, and (IV) Scheduling a Hearing to Consider the Proposed Sale; (B)(I) Approving the Sale of the Debtor's Assets Free and Clear of all Liens, Claims, Encumbrances, and Interests, and (II) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (C) Granting Related Relief* (the "Sale Motion") concurrently herewith, which seeks approval of bidding procedures and a sale transaction to a stalking horse bidder or another third-party (the "Sale Transaction").[2]

2. However, in order to consummate the Sale Transaction and fund the costs of this chapter 11 case, the Debtor desperately requires additional liquidity. Because the Debtor is no longer an operating company, third-party financing is not available. As such, and in light of the commitment of the Debtor's owners, HOVIC and PDV-VI (together, the "Lenders") to the sale process, the owners have agreed to provide the Debtor with the additional financing, subject to

[1] Capitalized terms not otherwise defined in this preliminary statement shall have the meaning ascribed to them elsewhere in this motion.

[2] The relevant facts supporting the relief requested in the Sale Motion are incorporated herein by reference.

the terms and conditions of the relief requested herein. The DIP Facility, if approved, will ensure that the Debtor has the financial wherewithal to complete the Sale Transaction, pay the costs of administering this chapter 11 case, maintain its facilities, and comply with various environmental, operational, and safety regulations and related requirements. Consummating the Sale Transaction and complying with such regulations and requirements is in the best interests of the GVI and USVI residents.

3. The DIP Facility is a senior secured, superpriority, delayed-draw financing facility, which provides for a total funding commitment of $40 million. Of the $40 million, $10 million will be available to the Debtor upon the entry of the Interim Order. The remaining $30 million will be available to the Debtor through delayed draws as necessary after the entry of the Final Order, subject to certain terms and conditions in the DIP Agreement. Furthermore, the DIP Agreement is priced below-market and otherwise contains terms and conditions that are entirely fair under the circumstances. One of the most favorable elements of the DIP Facility is the Lenders' agreement to provide financing on a junior basis with their liens subordinate to the lien held by the GVI in connection with the DPNR Settlement Agreement. The Lenders could have sought to prime the GVI's lien, however, the Lenders have agreed to provide the DIP Facility on a junior basis in an effort to work constructively and consensually with the GVI towards the consummation of a Sale Transaction that will pay the GVI Secured Claim in full and maximize value for all other stakeholders.

4. For these reasons and the reasons discussed below, the Motion should be granted on an interim and final basis.

JURISDICTION AND VENUE

5. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).[3] Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

RELIEF REQUESTED

6. By this motion (the "Motion"), HOVENSA L.L.C., as debtor and debtor-in-possession (the "Debtor"), seeks entry of an interim order (the "Interim Order"), substantially in the form attached hereto as **Exhibit A**, and a final order (the "Final Order," and together with the Interim Order, the "DIP Orders"), pursuant to sections 105, 361, 362, 363(c)(2), 364(d) and 507 of title 11 of the United States Code (the "Bankruptcy Code"), rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 4001-1, 4001-2, and 4001-3 of the Local Bankruptcy Rules of the District Court of the Virgin Islands, Bankruptcy Division (the "Local Rules"), providing for, among other things:

(i) this Court's authorization, pursuant to sections 105(a), 361, 362, 363, and 364(c), (d), and (e) of the Bankruptcy Code, and Bankruptcy Rules 2002, 4001 and 9014 for the Debtor, in its capacity as borrower (the "Borrower") to enter into a debtor-in-possession financing agreement (the "DIP Agreement"), substantially in the form attached hereto as **Exhibit B** with Lenders, to obtain cash advances and other extensions of credit on a first-priority secured basis, in an aggregate amount not to exceed $40 million, (the "DIP Facility", and the loans under such facility, the "DIP Loans") on the terms of the DIP Agreement (together with any and all documents, agreements, and

[3] To the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution, the Debtor consents to the entry of a final order by the Court in connection with this Motion.

instruments delivered pursuant thereto or executed and filed in connection therewith, as may be amended hereafter from time to time, including without limitation, the Budget (defined below), collectively, the "DIP Documents");

(ii) this Court's ordering, pursuant to sections 364(c)(1), (2), (3), and 364(d) of the Bankruptcy Code, that the obligations of the Debtor under the DIP Documents (collectively, the "DIP Obligations") are:

(a) secured under sections 364(c)(2), 364(c)(3), and 364(d)(1) of the Bankruptcy Code by an automatically fully perfected, valid, enforceable, unavoidable, and first-priority security interest and lien on all of the Debtor's assets and all "property of the estate" (within the meaning of the Bankruptcy Code), of any kind or nature whatsoever, including all real and personal property, tangible or intangible or mixed whether now owned or existing or hereafter acquired or created, subject only to: (x) the First Priority Mortgage, dated as of May 28, 2014 (the "First Priority Mortgage"), granted by the Debtor in favor of the Government of the United States Virgin Islands ("GVI") and solely to the extent of obligations thereunder outstanding immediately prior to the Petition Date (as defined below) of the Chapter 11 Case (to the extent such claim is valid, the "GVI Secured Claim"), (y) Permitted Encumbrances (as defined in the DIP Agreement), and (z) payment of the Carve-Out (as defined in the DIP Agreement);

(b) granted an allowed superpriority administrative expense claim in the Debtor's bankruptcy case (and against the Debtor's estate created pursuant to section 541 of the Bankruptcy Code) pursuant to section 364(c)(1) of the Bankruptcy Code having priority over all administrative expenses of the kind specified in or arising under any section of the Bankruptcy Code (including, without limitation, sections 105, 326,

328, 330, 331, 503(a), 503(b), 507(a), 507(b), 546(c) or 726 thereof), subject only to the GVI Secured Claim, Permitted Encumbrances and payment of the Carve-Out on the terms and conditions set forth herein;

(iii) this Court's finding that the Lenders are entitled to the protections provided in section 364(e);

(iv) this Court's authorization of a modification of the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the DIP Documents, the Interim Order and the Final Order;

(v) this Court's scheduling, pursuant to Bankruptcy Rule 4001(c)(2) an interim hearing (the "Interim Hearing") to consider entry of the Interim Order, which, among other things, (i) approves, on an interim basis, the postpetition financing to be made pursuant to the DIP Documents and (ii) authorizes the Debtor to obtain the DIP Loans on an interim basis, in accordance with the DIP Documents, and following entry of this Interim Order, in the aggregate principal amount of up to $10 million (the "Interim DIP Facility Commitment") in accordance with the budget annexed hereto as **Exhibit C** (as may be modified, amended, restated or supplemented with the consent of the DIP Lenders, each in their sole discretion on the terms set forth in the DIP Documents and the terms hereof, the "Budget");

(vi) this Court's scheduling, pursuant to Bankruptcy Rule 4001(c)(2), of a final hearing (the "Final Hearing") to consider entry of the Final Order, which, among other things, (i) approves, on a final basis, the postpetition financing to be made pursuant to the DIP Documents, and (ii) authorizes the Debtor to obtain the DIP Loans on a final basis,

in accordance with the DIP Documents and following entry of a Final Order, in the aggregate principal amount of up to $40 million in accordance with the Budget, and (iii) approves the form of notice with respect to the Final Hearing.

7. In support of the Motion, the Debtor relies upon the *Certification of Thomas E. Hill in Support of Chapter 11 Petition and First Day Motions* (the "Hill Certification"), and the *Declaration of Christopher H. Langbein in Support of the Debtor's Motion For Interim and Final Orders (A) Approving Post-Petition Financing; (B) Granting Liens and Providing Superpriority Adminstrative Expense Claims; (C) Modifying the Automatic Stay; (D) Scheduling Interim and Final Hearings; and (E) Granting Related Relief* (the "Langbein Declaration"), each of which has been filed concurrently herewith.

BACKGROUND

8. On the date hereof (the "Petition Date"), the Debtor filed a voluntary petition in this Court for relief under chapter 11 of the Bankruptcy Code. The Debtor is managing and operating its business as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory creditors' committee has been appointed in this chapter 11 case.

9. Information regarding the Debtor's business operations, its assets and liabilities, and the circumstances leading to the commencement of this chapter 11 case is set forth in the Hill Certification, which is incorporated by reference herein.

A. The Debtor's Existing Secured Obligation

10. As of the Petition Date, the Debtor and the GVI are parties to a First Priority Mortgage dated May 28, 2014. The First Priority Mortgage was issued in connection with that certain settlement agreement between the Debtor and the GVI dated May 28, 2014 (the "DPNR Settlement Agreement"). The First Priority Mortgage secures the $40 million claim of the GVI

under the DPNR Settlement Agreement and grants a first priority lien on: (a) the Debtor's real property as described on Exhibit A to the First Priority Mortgage (the "Premises"); (b) all appliances, fixtures, equipment, and buildings located on the Premises; (c) the Debtor's rights, title, and interest in any agreements, leases, and contracts relating to the Premises; (d) the Debtor's rights, title, and interest in sales contracts, installment sales contracts, and any other agreements relating to the Premises; and (e) all insurance proceeds.

B. The Debtor's Relationship With and Prepetition Obligations to the Lenders and their Affiliates

11. Prior to the Petition Date, the Debtor issued two separate promissory notes, dated April 1, 2012, each in the principal amount of $811 million, to Hess Oil Virgin Islands Corp. ("HOVIC") and Petróleo de Venezuela, S.A. ("PPSA") (such notes, the "2012 Promissory Notes"). The 2012 Promissory Notes each matured on April 1, 2013, but both remain unpaid. As of the Petition Date, a total of approximately $1.864 billion (inclusive of interest) is outstanding under the 2012 Promissory Notes (the "2012 Promissory Note Indebtedness"). The amount owed to PPSA was the amount then outstanding and unpaid for delivered crude oil, and the amount owed to HOVIC was for funds loaned to the Debtor to repay its outstanding indebtedness and for other purposes.

12. In July 2015, the Lenders each made a $5 million unsecured loan to the Debtor in order to provide the Debtor with the incremental liquidity necessary to be able to negotiate and execute a sale transaction that would result in significant value for all of the Debtor's stakeholders, the USVI, and the USVI's residents. To evidence that loan, the Debtor issued two separate promissory notes, dated July 8, 2015, each in the principal amount of $5 million, to HOVIC and PDVSA V.I., Inc. ("PDV-VI") (such notes, the "2015 Promissory Notes" and together with the 2012 Promissory Notes, the "Promissory Notes"). The 2015 Promissory Notes

each mature on December 31, 2015. As of the Petition Date, a total of approximately $10 million is outstanding under the 2015 Promissory Notes (together with the 2012 Promissory Note Indebtedness, collectively, the "Prepetition Indebtedness").

C. The Debtor's Immediate Need for Liquidity

13. As explained in greater detail in the Hill Certification, the DIP Facility will be used to provide liquidity for working capital and other general corporate purposes of the Debtor, and will permit the Debtor to engage in a marketing and auction process for the sale of the Debtor's assets. In addition, in the ordinary course of business, the Debtor incurs significant inspection, maintenance, and oversight expenses and must comply with various environmental, operational, and safety regulations and related requirements. Compliance with such regulations and requirements is essential to, among other things, facilitate the Sale Transaction.

14. As detailed in the Hill Certification, as of the Petition Date, the Debtor only has $750,000 of cash on hand. Due to its declining cash position, the Debtor has an immediate and necessary need to obtain postpetition financing under the DIP Facility in order to complete the sale transaction and fund the costs of this chapter 11 case. The proposed DIP Facility also will provide the Debtor with the capital to meet its obligations to its consultants, independent contractors, and vendors. Without the funds made available through the DIP Facility, the Debtor will be unable to meet its obligations and risks losing the opportunity to sell its assets and maximize value for all stakeholders.[4]

[4] In addition, by this Motion the Debtor seeks authority to use funds made available through the DIP Facility to enter into D&O "tail policies" in accordance with the Budget.

D. Summary of Terms of the DIP Agreement[5]

15. The salient terms of the DIP Agreement are as follows, including those that are required to be identified in accordance with Bankruptcy Rule 4001(c)(1)(B) and Local Rule 4001-2(B):[6]

Required Disclosures	Summary of Material Terms	Location of Provision in Relevant Document(s)
DIP Agreement Parties	Borrower: HOVENSA L.L.C. Lenders: HOVIC and PDV-VI	Preamble
DIP Commitments	Interim Financing Commitment: An aggregate amount of up to $10 million Final Financing Commitment: An aggregate amount of $40 million	Sections 2.1(a)(i) and (ii)
Use of Proceeds	Borrower shall apply the proceeds of Advances (i) to pay costs and expenses in connection with the DIP Facility and the Chapter 11 Case and (ii) to provide ongoing working capital financing for Borrower and provide financial for general corporate purposes, in each case subject to compliance with the terms, conditions and amounts set forth in the Budget.	Section 2.11

[5] For purposes of this summary only, capitalized terms used but not otherwise defined shall have the meanings given to such terms in the DIP Agreement or DIP Orders, as applicable.

[6] This summary is qualified in its entirety by reference to the provisions of the DIP Agreement. The DIP Agreement will control in the event of any inconsistency between this Motion and the DIP Agreement.

Required Disclosures	Summary of Material Terms	Location of Provision in Relevant Document(s)
Interest Rate	Interest Rate: Interest on Advances shall be payable in arrears on the first day of each month with respect to Domestic Rate Loans. Interest charges shall be computed on the actual principal amount of Advances outstanding during the month at a rate per annum equal to 9.00% (as applicable, the "Contract Rate"). Default Interest: The Contract Rate plus two (2.00%) percent per annum.	Section 3.1
Maturity Date	Maturity Date: the earlier to occur of (a) the date of the closing of the HOVENSA Sale, (b) 150 days from the Petition Date, (c) the date on which the Asset Purchase Agreement in connection with the HOVENSA Sale terminates pursuant to its terms or is ineffective for any reason, (d) upon seven (7) Business Days' notice to Borrower, the date on which, in the reasonable judgment of the Lenders, the HOVENSA Sale process has been abandoned or is unlikely to result in the consummation of the HOVENSA Sale prior to the date that is 150 days from the Petition Date and (e) the date on which either Lender accelerates the Advances following the occurrence of an Event of Default.	Definitions
Bankruptcy Related Events of Default	The occurrence of any one or more of the following bankruptcy case events shall constitute an "Event of Default": (a) The entry of the Interim Financing Order shall not have occurred by the 3rd day following the Petition Date in form and substance satisfactory to Lenders. (b) The entry of the Final Financing Order in form and substance satisfactory to Lenders each in their sole discretion shall not have occurred by the earlier of the expiration of the Interim Financing Order and the 30th day following the Petition Date. (c) The entry of the Bidding Procedures Order shall not have occurred by the 24th day following the Petition Date in form and substance satisfactory to the Lenders. (d) The entry of the HOVENSA Sale	Article X

Required Disclosures	Summary of Material Terms	Location of Provision in Relevant Document(s)
	Order in form and substance satisfactory to the Lenders shall not have occurred by the 60th day following the Petition Date. (e) The date upon which (i) all conditions precedent to the closing of the HOVENSA Sale shall have been satisfied or waived or (ii) a plan of reorganization or liquidation for the Debtor becomes effective shall not, in each case, have occurred by December 31, 2015. (f) The existence of any other Superpriority Claim (other than the GVI Claim and the Carve-Out) in the Chapter 11 Case which is *pari passu* with or senior to the claims of the Lenders against Borrower, or there shall arise or be granted any such *pari passu* or senior Superpriority Claim (other than the GVI Claim and the Carve-Out). (g) The payment of any liabilities arising prior to the Petition Date without the consent of the Lenders other than as set forth in the First Day Orders or the Financing Orders. (h) The entry of an order by the Bankruptcy Court granting relief from or modifying the automatic stay to allow any creditor to execute upon or enforce a lien on or security interest in any assets of the Debtor with a fair market value in excess of $200,000 (unless the Lenders consent to such relief); provided that this clause (a) shall not apply (x) to any order granting relief from the automatic stay to the extent of permitting a creditor to exercise valid setoff rights pursuant to section 553 of the Bankruptcy Code, the Financing Orders, the First Day Orders or (y) to any order to the extent the relevant claim is covered by insurance of Debtor. (i) The entry of any order of the Bankruptcy Court (or any other court of competent jurisdiction) reversing, vacating, or modifying (in a manner adverse in any material respect to the Lenders) without the consent of the Lenders, any Financing Order, this	

Required Disclosures	Summary of Material Terms	Location of Provision in Relevant Document(s)
	Agreement or any of the Other Documents, and such order shall not be reversed or vacated for a period in excess of three (3) days after the entry thereof. (j) The filing by the Debtor of (or the consent by the Debtor to) a motion or pleading seeking to reverse, amend, stay or vacate any Financing Order or to challenge this Agreement or any of the Other Documents. (k) The filing by the Debtor of, or entry of an order approving, a motion for dismissal of the Chapter 11 Case, conversion of the Chapter 11 Case to a chapter 7 case, or the appointment of an interim or permanent chapter 11 trustee or of an examiner, receiver or responsible officer (in any such case with expanded powers relating to the operation of the Debtor's businesses (powers beyond those set forth in section 1106(a) and section 1106(b) of the Bankruptcy Code)) with respect to the Chapter 11 Case shall have occurred. (l) The filing of any motion by the Debtor seeking authority of the Bankruptcy Court to consummate a sale of assets of the Debtor (including any Collateral) having a value in excess of $200,000 outside the Ordinary Course of Business, without the prior written consent of the Lenders. (m) The institution of any judicial proceeding by the Debtor or any official committee appointed in the Chapter 11 Case, or consent by Borrower to any such judicial proceeding filed by any other person, seeking to challenge the validity of this Agreement or any Other Document, or the applicability, priority or enforceability of the same, or which seeks to void, avoid, limit, subordinate or otherwise adversely affect any security interest created by or granted under the Financing Orders, this Agreement or the Other Documents or any payment made pursuant thereto. **(n) The commencement of a suit or action against any Lenders by or on behalf of the**	

Required Disclosures	Summary of Material Terms	Location of Provision in Relevant Document(s)
	Borrower or its bankruptcy estate. (o) Except as provided in the Financing Orders, the filing by the Debtor of a motion, application or other petition to effect or consent to any order of the Bankruptcy Court to obtain credit or incur Indebtedness that is: (i) secured by a lien on all or any portion of the Collateral which is equal or senior to any lien in favor of the Lenders described in this Agreement or the Other Documents securing the Obligations, or (ii) entitled to administrative priority status which is equal or senior to the claims of the Lenders (other than the GVI Claim and the Carve-Out). **(p) Subject to entry of the Final Financing Order, the assertion of any claim arising under Section 506(c) of the Bankruptcy Code against Lenders or any of the Collateral or the commencement of actions adverse to either Lenders or its respective rights and remedies under this Agreement or any Bankruptcy Court order.** (q) The Borrower has failed to comply with any covenant or other obligation contained in Section 6.7 of the DIP Agreement.	
Carve-Out	The Carve-Out includes: (i) all unpaid fees required to be paid by the Borrower to the Clerk of the Bankruptcy Court and to the Office of the United States Trustee under 28 U.S.C. § 1930(a) plus interest pursuant to 31 U.S.C. § 3717; (ii) all reasonable and documented fees and expenses incurred by a trustee under section 726(b) of the Bankruptcy Code in an amount not to exceed $100,000; (iii) to the extent allowed at any time, all accrued and unpaid reasonable and documented fees, disbursements, costs, and expenses incurred at any time before or on the first business day following delivery by the Lenders of a Carve Out Trigger Notice by any professionals or professional firms retained by the Borrower or any Committee, whether allowed by the Bankruptcy Court prior to or after delivery of a Carve Out Trigger Notice; and (iv) after the first business day following delivery by the Lenders of the Carve Out Trigger Notice, to the extent allowed at any time,	Definitions

Required Disclosures	Summary of Material Terms	Location of Provision in Relevant Document(s)
	all reasonable and documented unpaid fees, disbursements, costs, and expenses incurred by professionals or professional firms retained by the Borrower or any Committee in an aggregate amount not to exceed $1,000,000.	
506(c) Waiver	**In exchange for the DIP Lenders' agreement to subordinate the DIP Liens and the DIP Superpriority Claim to the GVI Secured Claim, the Permitted Encumbrances, and the Carve-Out, subject to the entry of a Final Order, the DIP Lenders shall receive (i) a waiver of any "equities of the case" claims under Section 552(b) of the Bankruptcy Code and (ii) subject to the Carve-Out, a waiver of the provisions of Section 506(c) of the Bankruptcy Code.**	Proposed Interim Order
Challenge Period	**The various stipulations and waivers contained in the Interim Order shall be without prejudice to the rights of the Committee (if appointed) to seek to disallow the Prepetition Indebtedness or to pursue any claims or seek appropriate remedies against the Promissory Note Lenders in connection with the Promissory Notes. The stipulations, findings, representations and releases contained in the Interim Order and the DIP Documents shall be binding upon all parties-in-interest, any trustee appointed in these cases and any Committee (each, a "Challenge Party"), unless and solely to the extent that (i) a Challenge Party commences a Challenge (defined below) prior to the expiration of the Challenge Period (defined below) and (ii) the Court rules in favor of the plaintiff in any such timely filed Challenge.** **For purposes of the Interim Order: (A) "Challenge" means that a party in interest that has been granted standing by the Court, must commence, as appropriate, a contested matter or adversary proceeding, raising an objection, claim, suit or other challenge, including, without limitation, a claim in the nature of setoff, counterclaim or defense against any of the Promissory Note Lenders on behalf of the Debtor's estate, or to object to or to challenge the stipulations, findings or Debtor's Stipulations set forth herein; and (B) "Challenge Period" means (i) with respect to any party-in-interest other than the Committee, the period from the Petition Date until the date that is forty-five**	Proposed Interim Order

Required Disclosures	Summary of Material Terms	Location of Provision in Relevant Document(s)
	(45) calendar days after the entry of this Interim Order and (ii) with respect to the Committee, sixty (60) calendar days from the date the U.S. Trustee appoints the Committee. **Upon the expiration of the Challenge Period without the filing of a Challenge (the "Challenge Period Termination Date"): (A) any and all such Challenges and objections by any party (including, without limitation, any Committee, any Chapter 11 trustee, and/or any examiner or other estate representative appointed in this Case, and any Chapter 7 trustee and/or examiner or other estate representative appointed in any Successor Case), shall be deemed to be forever waived, released and barred; (B) all matters not subject to the Challenge, and all findings, Debtor's Stipulations, waivers, releases, affirmations and other stipulations as to the priority, extent, and validity as to each of the Promissory Note Lenders' claims and interests shall be of full force and effect and forever binding upon the Debtor, the Debtor's estate, and all creditors, interest holders, and other parties in interest in this Chapter 11 Case and any Successor Case; and (C) any and all claims or causes of action against the Debtor or the Promissory Note Lenders relating in any way to the Debtor or Promissory Notes shall be forever waived and released by the Debtor, the Debtor's estate, and all creditors, interest holders and other parties in interest in this Case and any Successor Case**.	
Releases in Favor of Lenders	**Subject to entry of the Final Order, the Debtor waives any and all actions related to, and hereby release, each of (a) the DIP Lenders solely in their capacity as such and (b) each of their respective shareholders, affiliates, parents, subsidiaries, controlling persons, directors, agents, officers, successors, assigns, directors, managers, principals, officers, employees, agents, investors, funds, advisors, attorneys, professionals, representatives, accountants, investment bankers, and consultants, each in their sole respective capacity as such (each such person or entity identified in sub-clauses (a) and (b) hereof, a "Released Party" and, collectively, the "Released Parties") from any and all claims, obligations, rights, suits, damages, causes of action, any Challenge, remedies, and liabilities whatsoever, including**	Proposed Interim Order

Required Disclosures	Summary of Material Terms	Location of Provision in Relevant Document(s)
	any derivative claims, asserted on behalf of the Debtor, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtor or its estate would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the holder of any claim or interest or other entity, whether groundless or otherwise, arising prior to the Petition Date to the extent arising out of or related to the DIP Documents or the transactions contemplated thereby.	
Relief from Automatic Stay	**On the fifth business day after the date the DIP Lenders file a notice of an Event of Default on the docket of the Debtor's Chapter 11 Case (such period, the "Default Notice Period"), the automatic stay under section 362 of the Bankruptcy Code will be automatically lifted without further order of this Court to allow the DIP Lenders to take any and all actions permitted by law, as if no case were pending under the Bankruptcy Code. Unless otherwise ordered by the Court, the sole basis on which the Debtor can contest the automatic lifting of the automatic stay pursuant to this paragraph is on the grounds that an Event of Default has not occurred, and the Debtor and other parties-in-interest may request an expedited hearing on any motion seeking such a finding, and the DIP Lenders shall consent to such expedited hearing.**	Proposed Interim Order

THE DIP FINANCING SHOULD BE APPROVED

16. It is essential for the Debtor to immediately obtain access to financing to continue its operations, fund its chapter 11 case, and finance the sale and marketing process for the Debtor's assets. The Debtor's ability to fund its ongoing obligations depends heavily upon the expeditious approval of the DIP Facility. As set forth below, the Debtor has satisfied the Bankruptcy Code requirements for approval of the DIP Facility.

A. The DIP Facility Should be Approved Under Section 364 of the Bankruptcy Code

17. The Debtor proposes to obtain financing under the DIP Facility by providing superpriority administrative expense claims, security interests, and other liens as set forth above pursuant to section 364(c) of the Bankruptcy Code. Section 364(c) of the Bankruptcy Code provides that if a debtor is unable to obtain unsecured credit allowable as an administrative expense, the court may authorize the debtor to obtain credit or incur debt (a) on a superpriority administrative basis, (b) secured by a lien on the debtor's unencumbered assets, or (c) secured by a junior lien on the debtor's already encumbered assets, or a combination of the foregoing. *See* 11 U.S.C. § 364(c).[7]

18. The statutory requirement for obtaining post-petition credit under section 364(c)

[7] Section 364(c) of the Bankruptcy Code provides as follows:

> (c) If the trustee is unable to obtain unsecured credit allowable under section 503(b)(1) of this title as an administrative expense, the court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt—
>
> (1) with priority over any or all administrative expenses of the kind specified in section 503(b) or 507(b) of this title;
>
> (2) secured by a lien on property of the estate that is not otherwise subject to a lien; or
>
> (3) secured by a junior lien on property of the estate that is subject to a lien. 11 U.S.C. § 364(c).

11 U.S.C. § 364(c).

of the Bankruptcy Code is a finding, made after notice and hearing, that the debtor in possession is "unable to obtain unsecured credit allowable under § 503(b)(1) of [the Bankruptcy Code] as an administrative expense." 11 U.S.C. § 364(c); *see also In re Crouse Grp., Inc.*, 71 B.R. 544, 549 (Bankr. E.D. Pa. 1987) (debtor seeking secured credit under section 364(c) of the Bankruptcy Code must prove that it was unable to obtain unsecured credit pursuant to section 364(b) of the Bankruptcy Code), *modified on other grounds*, 75 B.R. 553 (Bankr. E.D. Pa. 1987).

19. Courts have articulated a three-part test to determine whether a debtor may obtain financing under section 364(c) of the Bankruptcy Code:

> (i) the debtor is unable to obtain unsecured credit under section 364(b) (*i.e.*, by granting a lender administrative expense priority);
>
> (ii) the credit transaction is necessary to preserve the assets of the estate; and
>
> (iii) the terms of the transaction are fair, reasonable and adequate, given the circumstances of the debtor-borrower and the proposed lender.

See In re Los Angeles Dodgers LLC, 457 B.R. 308, 312-13 (Bankr. D. Del. 2011) (noting these three factors in considering proposed postpetition financing) (citations omitted); *In re Aqua Assocs.*, 123 B.R. 192, 195-96 (Bankr. E.D. Pa. 1991) (applying the above test). As described in more detail below, each of the elements is satisfied here.

(i) The Debtor was Unable to Obtain Necessary Postpetition Financing on an Unsecured Basis

20. To show that the credit required is not obtainable on an unsecured basis, a debtor need only demonstrate "by a good faith effort that credit was not available without" the protections of sections 364(c) of the Bankruptcy Code. *Bray v. Shenandoah Fed. Sav. & Loan Ass'n*, 789 F.2d 1085, 1088 (4th Cir. 1986). Thus, "[t]he statute imposes no duty to seek credit from every possible lender before concluding that such credit is unavailable." *Id.* Moreover, where few lenders are likely to be able and willing to extend the necessary credit to the debtor,

"it would be unrealistic and unnecessary to require [the debtor] to conduct . . . an exhaustive search for financing." *In re Sky Valley, Inc.*, 100 B.R. 107, 113 (Bankr. N.D. Ga. 1988), *aff'd sub nom, Anchor Sav. Bank FSB v. Sky Valley, Inc.*, 99 B.R. 117, 120 n.4 (N.D. Ga. 1989).

21. As detailed above and in the Langbein Declaration, in the months before the commencement of this chapter 11 case, the Debtor, with the assistance of its advisors, determined that it would not be able to obtain financing from a third-party lender on an secured, administrative or unsecured basis. Except for the DIP Facility from the Lenders, the Debtor does not believe that another party would be willing to provide the Debtor with *any* post-petition financing, let alone financing on the favorable terms provided in the DIP Facility, due to, among other things, the lack of significant business operations, the absence of material unencumbered assets to serve as collateral for additional financing, and the contingencies associated with the sale of the Debtor's assets. Accordingly, in light of the Debtor's imminent liquidity needs, the Debtor, in the reasonable exercise of its business judgment, with the assistance of its advisors, determined that the DIP Facility is the only viable financing option available at this time.

(ii) The DIP Facility is Necessary to Preserve and Protect the Assets of the Debtor's Estate

22. It is essential that the Debtor immediately obtain the financing necessary to preserve and protect the value of its estate. As noted in the Hill Certification and the Langbein Declaration, the Debtor needs additional funding to continue to operate, pay ordinary expenses, and fund the costs of the chapter 11 case, all of which will protect the value of the Debtor's estate. Moreover, the additional liquidity provided by the DIP Facility will permit the Debtor to further market and consummate the Sale Transaction, which will yield the maximum available price for the Debtor's assets. Moreover, without the DIP Facility, the Debtor could fall out of compliance with its current environmental and regulatory obligations and thereby cause a

potential purchaser to reduce its purchase price for the Debtor's assets. Based on the foregoing, the Debtor submits that the DIP Facility is necessary to protect the value of the Debtor's estate.

(iii) The Terms of the DIP Facility are Entirely Fair, Reasonable and Appropriate Under the Circumstances

23. The terms and conditions of the DIP Facility must be judged by a bankruptcy court taking into account the debtor's financial circumstances and alternatives. *In re W. Pac. Airlines, Inc.*, 223 B.R. 567, 572 (Bankr. D. Colo. 1997) (financing facility was approved because it fairly reflected the debtor's "situation and the market in which the debtor is forced to participate as a result of its financial circumstances and the deadlines it faces"). Judged from that perspective, the terms of the DIP Facility are entirely fair and reasonable under the circumstances.

24. As set forth in the Langbein Declaration, given the Debtor's inability to obtain third-party financing, the Debtor believes that the financial terms of the DIP Agreement are reasonable and appropriate under the circumstances. Importantly, the Lenders have agreed to provide financing that is subordinate to the GVI Secured Claim, which avoids a potential "priming" dispute with the GVI at the outset of this chapter 11 case. Additionally, among other things, the DIP Facility does not include any fees or original issue discount that would reduce the amount actually available to the Debtor. In addition, the costs of the DIP Facility are below market for a loan of this type and size, even if the DIP Facility were to be provided to the Debtor on a senior secured basis instead of on a subordinated basis. Finally, the milestones set forth in the DIP Agreement provide a reasonable timeframe during which the Debtor must complete the sale and marketing process for the Debtor's assets and consummation of the sale.

25. The Debtor believes that the terms and conditions of the DIP Facility are entirely fair under the circumstances and could not be improved upon or replicated in the marketplace.

In the absence of immediate access to the DIP Facility from the Lenders, the Debtor will be unable to bear the costs of the chapter 11 case or complete the proposed sale of its assets. In addition, the DIP Facility does not directly or indirectly deprive the Debtor or other parties in interest of possible rights and powers by restricting the services for which professionals may be paid in this case. *See In re Tenney Vill. Co.*, 104 B.R. 562, 568-69 (Bankr. D.N.H. 1989) (denying approval of a financing facility that, among other things, did not provide a carve-out for professional fees). Instead, the proposed DIP Facility and the proposed Interim Order provide that the security interests and superpriority administrative expense claims granted to the Lenders are subject to the Carve-Out, which provides for (a) all unpaid fees of the Clerk of the Court and the Office of the United States Trustee, (b) all reasonable and documented fees and expenses incurred by a chapter 7 trustee in an amount not to exceed $100,000, and (c) fees and expenses for any professional retained pursuant to sections 327, 328 or 1103 of the Bankruptcy Code by the Debtor and any statutory committee of unsecured creditors, subject to a cap of $1,000,000 in the aggregate subsequent to the delivery of a Carve-Out Trigger Notice (as defined in the DIP Agreement). Additionally, the Carve-Out protects against administrative insolvency during the course of the case by ensuring that assets remain for the payment of United States Trustee fees and professional fees of the Debtor and any official committee of unsecured creditors, notwithstanding the grant of superpriority and administrative liens and claims under the DIP Facility. Thus, the Debtor submits that entry into the DIP Agreement on the terms and conditions set forth therein represents a prudent exercise of its business judgment and should be approved.

26. For these reasons, the Debtor believes that the terms of the DIP Agreement—the only source of available funding—are entirely fair and reasonable in light of the circumstances of

this case, and will prevent the immediate and irreparable harm that would result from the Debtor's inability to continue its operations and pursue the sale of the Debtor's assets.

(iv) Financing Pursuant to Bankruptcy Code Section 364(d) is Appropriate

27. If a debtor is unable to obtain credit solely under the provisions of Bankruptcy Code section 364(c), the debtor may obtain credit by a senior or equal lien on property of the estate that is already subject to a lien. *See* 11 U.S.C. § 364(d). The Bankruptcy Code authorizes a debtor in possession to grant superpriority senior secured priming liens if: (i) the debtor is unable to obtain financing without granting such liens, and (ii) the interests of the secured creditors whose liens are being primed by the postpetition financing are adequately protected. *See* 11 U.S.C. §§ 364(d)(1)(A) & (B).

28. As described in the Langbein Declaration, except for the DIP Facility from the Lenders, the Debtor does not believe that another party would be willing to provide the Debtor with *any* post-petition financing, let alone financing on an unsecured basis. In addition, although the Debtor is not aware of any prepetition secured claims that are being primed by the DIP Liens, the Debtor submits that holders of such secured claims are adequately protected by the proposed Sale Transaction. Based on the foregoing, and in light of the unavailability of financing from another party, the Debtor believes that, to the extent any prepetition liens are primed, the grant of such priming liens to the Lenders is appropriate under the circumstances.

B. Entry into the DIP Agreement Reflects an Exercise of the Debtor's Reasonable Business Judgment

29. After consideration of its strategic and financing options, the Debtor concluded in its reasonable business judgment that the DIP Facility is the best option available under the circumstances. Bankruptcy courts routinely defer to a debtor's business judgment on most business decisions, including the decision to borrow money, unless such decision is arbitrary and

capricious. *See In re YL West 87th Holdings I LLC*, 423 B.R. 421, 441 (Bankr. S.D.N.Y. 2010) (stating that "[c]ourts have generally deferred to a debtor's business judgment in granting section 364 financing"); *Trans World Airlines, Inc. v. Travellers Int'l AG*, 163 B.R. 964, 974 (Bankr. D. Del. 1994) (noting that the interim loan, receivables facility and asset-based facility were approved because they "reflect[ed] sound and prudent business judgment on the part of TWA . . . [were] reasonable under the circumstances and in the best interest of TWA and its creditors"); *cf. In re Filene's Basement, LLC*, 2014 WL 1713416, at *12 (Bankr. D. Del. Apr. 29, 2014) (stating "[t]ransactions under § 363 must be based upon the sound business judgment of the debtor or trustee."). In fact, "[m]ore exacting scrutiny would slow the administration of the debtor's estate and increase its cost, interfere with the Bankruptcy Code's provision for private control of administration of the estate, and threaten the court's ability to control a case impartially." *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1311 (5th Cir. 1985).

30. Ultimately, after consultation with its advisors and consideration of all financing options, the Debtor determined that the financing provided under the DIP Facility was the only financing available. Moreover, the Debtor weighed heavily the fact that failure to obtain funding would prevent the Debtor from completing the proposed sale transaction, which would cause harm to the Debtor's estate and its stakeholders. *See In re Farmland Indus., Inc.*, 294 B.R. 855, 879 (Bankr. W.D. Mo. 2003) (approving postpetition financing that "gives the Debtors sufficient time to market and sell several of their major assets so as to pay down the debt to the Financing Parties and then reorganize around their remaining core assets."). Accordingly, the Court should grant the Motion, allow the Debtor to enter into the DIP Facility Documents, and allow the Debtor to obtain the funds available under the DIP Facility as described above, pursuant to section 364(c) of the Bankruptcy Code.

THE AUTOMATIC STAY SHOULD BE MODIFIED

31. The Debtor seeks a modification of the automatic stay imposed by section 362 of the Bankruptcy Code, to the extent applicable and necessary, to permit the parties to implement the terms of the DIP Orders and the DIP Agreement. Such stay modification provisions are customary in financings such as the DIP Facility and the Debtor believes they are reasonable under the circumstances.

INTERIM APPROVAL SHOULD BE GRANTED

32. Bankruptcy Rule 4001(c) provides that a final hearing on a motion to obtain credit pursuant to section 364 of the Bankruptcy Code may not be commenced earlier than fifteen days after the service of such motion. Fed. R. Bankr. P. 4001(c). Upon request, however, the Court is empowered to conduct a preliminary expedited hearing on the motion and authorize the obtaining of credit to the extent necessary to avoid immediate and irreparable harm to a debtor's estate. Courts apply the business judgment standard applicable to other business decisions when considering whether to conduct a preliminary hearing. *See, e.g., In re Simasko*, 47 B.R. 444, 449 (Bankr. D. Colo. 1985). After the 14-day period, the request for financing is not limited to those amounts necessary to prevent disruption of the debtor's business, and the debtor is entitled to borrow those amounts that it believes prudent in the operation of its business. *See, e.g., Id.*

33. Pursuant to Bankruptcy Rule 4001(c) and Local Rule 4001-1, the Debtor requests that the Court hold and conduct an Interim Hearing to consider entry of the Interim Order authorizing the Debtor to obtain funds in an amount not to exceed $10 million pending entry of the Final Order. This relief will enable the Debtor to preserve and maximize the value of its assets, and therefore, avoid immediate and irreparable harm and prejudice to its estate and all stakeholders, pending the Final Hearing. The Debtor represents that expedited notice of the Interim Hearing and service of the Motion was completed on the necessary parties at least 48

hours prior to the Interim Hearing such that a preliminary hearing is appropriate before the Court.

ESTABLISHING NOTICE PROCEDURES AND SCHEDULING FINAL HEARING

34. The Debtor respectfully requests that the Court schedule the Final Hearing no later than 21 days after the entry of the Interim Order and authorize the Debtor to mail copies of the Motion and signed Interim Order, which fixes the time, date and manner for the filing of objections, to: (a) the Office of the United States Trustee for the District of the U.S. Virgin Islands; (b) the Internal Revenue Service; (c) the Environmental Protection Agency; (d) the parties included in the Debtor's list of twenty (20) largest unsecured creditors; (e) the GVI; (f) the Pension Benefit Guaranty Corporation; (g) the Securities and Exchange Commission; (h) the United States Attorney's Office for the District of the Virgin Islands; (i) the Lenders; and (j) counsel to the Lenders.

WAIVER OF BANKRUPTCY RULE 6004(H)

35. To the extent that any aspect of the relief sought herein constitutes a use of property under section 363(b) of the Bankruptcy Code, the Debtor seeks a waiver of the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h). As described above, the relief that the Debtor seeks in this Motion is immediately necessary in order for the Debtor to be able to continue to operate its business and preserve the value of its estate. The Debtor thus submits that the requested waiver is appropriate.

NOTICE

36. Notice of this Motion will be given to the following parties, or in lieu thereof, to their counsel: (a) the Office of the United States Trustee for the District of the U.S. Virgin Islands; (b) the Internal Revenue Service; (c) the Environmental Protection Agency; (d) the parties included in the Debtor's list of twenty (20) largest unsecured creditors; (e) the GVI; (f)

the Pension Benefit Guaranty Corporation; (g) the Securities and Exchange Commission; (h) the United States Attorney's Office for the District of the Virgin Islands; (i) the Lenders; and (j) counsel to the Lenders.

CONCLUSION

WHEREFORE, the Debtor respectfully requests that the Court (a) enter an Interim Order substantially in the form attached hereto as **Exhibit A**; (b) set a date for a hearing to consider entry of the Final Order, and (c) grant any other and further relief that the Court deems just and proper.

Dated: September 15, 2015
St. Thomas, U.S. Virgin Islands

/s/ Richard H. Dollison

Richard H. Dollison (VI Bar No. 502)
LAW OFFICES OF RICHARD H. DOLLISON, P.C.
48 Dronningens Gade, Suite 2C
St. Thomas, U.S. Virgin Islands 00802
Telephone: (340) 774-7044
Facsimile: (340) 774-7045

-and-

Lorenzo Marinuzzi
Jennifer L. Marines
Daniel J. Harris
MORRISON & FOERSTER LLP
250 West 55th Street
New York, New York 10019
Telephone: (212) 468-8000
Facsimile: (212) 468-7900

Proposed Counsel for Debtor
and Debtor-in-Possession

Exhibit A

IN THE DISTRICT COURT OF THE VIRGIN ISLANDS
BANKRUPTCY DIVISION
ST. CROIX, VIRGIN ISLANDS

In re:	)	
	)	Chapter 11
HOVENSA L.L.C.,	)	
	)	Case No. 1:15-bk-10003-MFW
Debtor.	)	

INTERIM ORDER (A) APPROVING POSTPETITION FINANCING, (B) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (C) MODIFYING THE AUTOMATIC STAY, AND (D) SCHEDULING A FINAL HEARING

Upon the motion (the "Motion") of HOVENSA L.L.C. (the "Debtor") in the above-captioned chapter 11 case (the "Chapter 11 Case"), pursuant to sections 105, 361, 362, 363(c)(2), 364(c)(1), 364(c)(2), 364(c)(3), 364(d), 364(e), and 507 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 4001, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 4001-1 and 4001-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of the Virgin Islands (the "Local Rules"), seeking entry of an interim order (this "Interim Order") providing for, among other things:

(i) this Court's authorization, pursuant to sections 105(a), 361, 362, 363, and 364(c), (d), and (e) of the Bankruptcy Code, and Bankruptcy Rules 2002, 4001 and 9014 for the Debtor, in its capacity as borrower (the "Borrower") to enter into a debtor-in-possession financing agreement (the "DIP Agreement"),[1] substantially in the form attached hereto as **Exhibit 1** with the lenders party thereto (collectively, the "DIP

[1] Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms as set forth in the DIP Agreement.

Lenders"), to obtain cash advances and other extensions of credit on a first-priority secured basis, in an aggregate amount not to exceed $40 million (the "DIP Facility", and the loans under such facility, the "DIP Loans"), on the terms of the DIP Agreement (together with any and all documents, agreements, and instruments delivered pursuant thereto or executed and filed in connection therewith, as may be amended hereafter from time to time, including without limitation, the Budget (defined below), collectively, the "DIP Documents");

(ii) this Court's ordering, pursuant to sections 364(c)(1), (2), (3), and 364(d) of the Bankruptcy Code:

(a) that the obligations of the Debtor under the DIP Documents (collectively, the "DIP Obligations") are secured under sections 364(c)(2), 364(c)(3), and 364(d)(1) of the Bankruptcy Code by an automatically fully perfected, valid, enforceable, unavoidable, and first-priority security interest and lien on all of the Debtor's assets and all "property of the estate" (within the meaning of the Bankruptcy Code), of any kind or nature whatsoever, including all real and personal property, tangible or intangible or mixed whether now owned or existing or hereafter acquired or created, subject only to: (x) the First Priority Mortgage, dated as of May 28, 2014, granted by the Debtor in favor of the Government of the United States Virgin Islands ("GVI") and solely to the extent of obligations thereunder outstanding immediately prior to the Petition Date (as defined below) of the Chapter 11 Case (to the extent such claim is valid, the "GVI Secured Claim"), (y) the Permitted Encumbrances, and (z) payment of the Carve-Out (as defined below);

(b) the DIP Lenders are granted an allowed superpriority administrative expense claim in the Debtor's bankruptcy case (and against the Debtor's estate created pursuant to section 541 of the Bankruptcy Code) pursuant to section 364(c)(1) of the Bankruptcy Code having priority over all administrative expenses of the kind specified in or arising under any section of the Bankruptcy Code (including, without limitation, sections 105, 326, 328, 330, 331, 503(a), 503(b), 507(a), 507(b), 546(c) or 726 thereof), subject only to the GVI Secured Claim, Permitted Encumbrances and payment of the Carve-Out on the terms and conditions set forth herein;

(iii) this Court's authorization of a modification of the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the DIP Documents and this Interim Order, as set forth herein;

(iv) this Court's scheduling, pursuant to Bankruptcy Rule 4001(c)(2) an interim hearing (the "Interim Hearing") to consider entry of an interim order in the form hereof (the "Interim Order"), which, among other things, (i) approves, on an interim basis, the postpetition financing to be made pursuant to the DIP Documents and (ii) authorizes the Debtor to obtain the DIP Loans on an interim basis, in accordance with the DIP Documents, and following entry of this Interim Order, in the aggregate principal amount of up to $10 million (the "Interim DIP Facility Commitment") in accordance with the budget annexed hereto as **Exhibit 2** (as may be modified, amended, restated or supplemented with the consent of the DIP Lenders, each in their sole discretion on the terms set forth in the DIP Documents and the terms hereof, the "Budget");

(v) this Court's scheduling, pursuant to Bankruptcy Rule 4001(c)(2), of a final hearing (the "Final Hearing") to consider entry of an order approving the relief requested in the Motion on a final basis (the "Final Order"), which, among other things, (i) approves, on a final basis, the postpetition financing to be made pursuant to the DIP Documents, and (ii) authorizes the Debtor to obtain the DIP Loans on a final basis, in accordance with the DIP Documents and following entry of a Final Order, in the aggregate principal amount of up to $40 million in accordance with the Budget, and (iii) approves the form of notice with respect to the Final Hearing; and

The Interim Hearing having been held and concluded on [September 17, 2015]; and notice of the Motion and Interim Hearing having been given; and based upon all of the pleadings filed with the Court, the evidence presented at the Interim Hearing and the entire record herein; and the Court having heard and resolved or overruled all objections to the interim relief requested in the Motion; and the Court having noted the appearances of all parties in interest; and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate, and its creditors; and after due deliberation and consideration, and for good and sufficient cause appearing therefor:

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING BY THE DEBTOR, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW[2]:

[2] Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, pursuant to Bankruptcy Rule 7052.

A. *Petition Date*. On September 15, 2015 (the "Petition Date"), the Debtor filed a voluntary petition under chapter 11 of the Bankruptcy Code in the United States District Court of the Virgin Islands – Bankruptcy Division (the "Court"), commencing this Chapter 11 Case.

B. *Debtor-in-Possession*. The Debtor continues to operate its business and property as debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this Chapter 11 Case.

C. *Jurisdiction and Venue*. This Court has jurisdiction, pursuant to 28 U.S.C. §§ 157(b) and 1334, over these proceedings, and over the persons and property affected hereby. Consideration of the Motion constitutes a core proceeding under 28 U.S.C. § 157(b)(2). Venue for these cases and proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

D. *Committee Formation*. As of the date hereof, the United States Trustee (the "U.S. Trustee") has not yet appointed an official committee of unsecured creditors (the "Committee") in this Chapter 11 Case pursuant to section 1102 of the Bankruptcy Code.

E. *GVI Secured Claim*. The Debtor and the GVI are parties to that certain First Priority Mortgage, dated as of May 28, 2014 (the "First Priority Mortgage"). The First Priority Mortgage was issued in connection with that certain settlement agreement between the Debtor and the GVI dated May 28, 2014 (the "DPNR Settlement Agreement"). The First Priority Mortgage secures the $40 million claim of the GVI under the DPNR Settlement Agreement and grants a first priority lien on: (a) the Debtor's real property as described on Exhibit A to the First Priority Mortgage (the "Premises"); (b) all appliances, fixtures, equipment, buildings, among other things, located on the Premises; (c) the Debtor's rights, title, and interest in any agreements, leases, contracts, among other things, relating to the Premises; (d) the Debtor's

rights, title, and interest in sales contracts, installment sales contracts, and any other agreements relating to the Premises; and (e) all insurance proceeds.

F. *Debtor's Stipulations*. Subject only to the rights of parties in interest as set forth in paragraph 31 hereof, after consultation with their attorneys and financial advisors, the Debtor (on behalf of, and for itself) admits, stipulates, acknowledges, and agrees to the following (collectively, the "Debtor's Stipulations")

(i) *2012 Promissory Notes*. The Debtor issued two separate promissory notes, dated April 1, 2012, each in the principal amount of $811 million, to Hess Oil Virgin Islands Corp. ("HOVIC") and Petróleo de Venezuela, S.A. ("PPSA") (such notes, the "2012 Promissory Notes"). The 2012 Promissory Notes each matured on April 1, 2013, but both remain unpaid. As of the Petition Date, a total of approximately $1.864 billion (inclusive of interest) is outstanding under the 2012 Promissory Notes (the "2012 Promissory Note Indebtedness").

(ii) *2015 Promissory Notes*. The Debtor issued two separate promissory notes, dated July 8, 2015, each in the principal amount of $5 million, to HOVIC and PDVSA V.I., Inc. ("PDV-VI" and, collectively with HOVIC and PPSA, the "Promissory Note Lenders") (such notes, the "2015 Promissory Notes" and together with the 2012 Promissory Notes, the "Promissory Notes"). The 2015 Promissory Notes each mature on December 31, 2015. As of the Petition Date, a total of approximately $10 million is outstanding under the 2015 Promissory Notes (together with the 2012 Promissory Note Indebtedness, collectively, the "Prepetition Indebtedness").

(iii) *Validity, Priority and Amount of Pre-Petition Indebtedness and Liens.* As of the Petition Date, (a) the Promissory Notes are valid and enforceable obligations in the

aggregate liquidated amounts of $10 million with respect to the 2015 Promissory Notes and $1.864 billion with respect to the 2012 Promissory Notes; (b) the Prepetition Indebtedness constitutes legal, valid, binding, and unavoidable obligations of the Debtor, enforceable in accordance with the terms and conditions of the Promissory Notes; and (c) no offsets, challenges, defenses, claims, or counterclaims of any kind or any nature to any of the Prepetition Indebtedness exists, and no portion of the obligations under the Promissory Notes is subject to avoidance, recharacterization, disallowance, or subordination pursuant to the Bankruptcy Code or other applicable law.

(iv) *Release of Claims*. Subject to entry of the Final Order, the Debtor and its estate shall be deemed to have (a) waived, discharged and released the Promissory Note Lenders, solely in their capacity as such, together with the Promissory Note Lenders' respective shareholders, affiliates, parents, subsidiaries, controlling persons, directors, agents, officers, successors, assigns, directors, managers, principals, officers, employees, agents, investors, funds, advisors, attorneys, professionals, representatives, accountants, investment bankers, and consultants, each in their sole respective capacities as such (all of the foregoing, the "Prepetition Lender Releasees") of any and all "claims" (as defined in the Bankruptcy Code), offsets, defenses, objections, challenges, causes of action, and/or choses in action, or other claims arising under or pursuant to the Bankruptcy Code or under any other applicable law against any and all of the Prepetition Lender Releasees, whether at law or in equity, arising under or relating to the Promissory Notes (or the transactions contemplated thereunder), and (b) waived, discharged and released any offsets, defenses, objections, challenges, causes of action, and/or choses in action with respect to the Prepetition Indebtedness, including without limitation, actions related to

recharacterization, subordination, avoidance, and any right or basis to challenge or object to the amount, validity or enforceability of the Prepetition Indebtedness.

G. *Findings Regarding the Postpetition Financing*.

(i) *Request for Postpetition Financing*. The Debtor seeks authority on an interim basis to access and use the Interim DIP Facility Commitment: (a) to pay costs and expenses in connection with the DIP Facility and the Debtor's Chapter 11 Case, or (b) to provide ongoing working capital financing for the Debtor and provide financing for general corporate purposes, in each case subject to compliance with the terms, conditions and amounts set forth in the Budget (including, without limitation Court-approved professional fees other than "success," "exit" or other similar fees for such professionals, and other administrative fees arising in the Debtor's Chapter 11 Case).

(ii) *Need for Postpetition Financing.* The Debtor's need to obtain credit consistent with the terms of the DIP Documents as provided for herein is necessary to enable the Debtor to continue operations and the HOVENSA Sale and to administer and preserve the value of the Debtor's estate. The ability of the Debtor to maintain business relationships with its vendors and suppliers, to pay its contractors, and otherwise to finance its operations requires the availability of working capital from the DIP Facility. Without the ability to access the DIP Facility, the Debtor, its estate and its creditors would suffer immediate and irreparable harm. The Debtor does not have sufficient available sources of working capital and financing to operate its business or maintain its property in the ordinary course of business without the DIP Facility.

(iii) *No Credit Available on More Favorable Terms.* Given its current financial condition, financing arrangements and capital structure, the Debtor is unable to

obtain financing from sources other than the DIP Lenders on terms more favorable than the DIP Facility. The Debtor has been unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. Financing on a postpetition basis is not otherwise available without granting the DIP Lenders, (a) perfected security interests in and liens as provided in this Interim Order and the DIP Documents, (b) superpriority administrative claims as set forth in this Interim Order, and (c) the other provisions set forth in this Interim Order.

(iv) *Priming of Liens.* The Debtor is not aware of any prepetition secured claims that are being primed by the DIP Liens. However, to the extent that any prepetition secured claim is primed, the holders of such claim are adequately protected by the proposed sale transaction.

(v) *Cash Collateral*. The Debtor does not possess any cash on hand that constitutes cash collateral.

(vi) *Adequacy of the Budget*. As set forth in the DIP Documents, the Debtor has prepared and delivered the Budget to the DIP Lenders. The Budget has been thoroughly reviewed by the Debtor, its management, and its advisors. The Debtor, its management and its advisors believe the Budget and the estimate of administrative expenses due or accruing during the period covered by the DIP Facility were developed using reasonable assumptions.

H. *Sections 506(c) and 552(b)*. In exchange for the DIP Lenders' agreement to subordinate the DIP Liens and the DIP Superpriority Claim to the GVI Secured Claim, the Permitted Encumbrances, and the Carve-Out, subject to the entry of a Final Order, the DIP Lenders shall receive (i) a waiver of any "equities of the case" claims under Section 552(b) of

the Bankruptcy Code and (ii) subject to the Carve-Out, a waiver of the provisions of Section 506(c) of the Bankruptcy Code.

I. *Good Faith of the DIP Lenders*.

(i) *Willingness to Provide Financing*. The DIP Lenders have indicated a willingness to provide financing to the Debtor solely pursuant to the terms and conditions of this Interim Order and the DIP Documents including, without limitation: (a) the entry by this Court of this Interim Order; (b) approval by this Court of the terms and conditions of the DIP Documents; and (c) entry of findings by this Court that such financing is essential to the Debtor's estate, that the DIP Lenders are extending credit to the Debtor pursuant to the DIP Documents in good faith, and that the DIP Lenders' claims, superpriority claims, security interests, liens, rights of repayment and other protections granted pursuant to this Interim Order and the DIP Documents will have the protections provided in section 364(e) of the Bankruptcy Code and will not be affected by any subsequent reversal, modification, vacatur, amendment, reargument, or reconsideration of this Interim Order, or any other order of this Court or any other court.

(ii) *Business Judgment and Good Faith Pursuant to Section 364(e)*. The terms and conditions of this Interim Order and the DIP Documents, and the fees paid and to be paid thereunder, are fair, reasonable, and the best available to the Debtor under the circumstances, reflect the Debtor's exercise of prudent and sound business judgment consistent with its fiduciary duties, are supported by reasonably equivalent value and consideration and satisfy the "entire fairness" standard as to the Debtor. The DIP Documents were negotiated in good faith and at arms' length among the Debtor and the DIP Lenders. The credit to be extended under the DIP Facility shall be deemed to have

been so allowed, advanced, made, used, and extended in good faith, and for valid business purposes and uses, within the meaning of section 364(e) of the Bankruptcy Code, and the DIP Lenders are therefore entitled to the protection and benefits of section 364(e) of the Bankruptcy Code and this Interim Order.

J. *Notice*. Notice of the Interim Hearing and the emergency relief requested in the Motion has been provided by the Debtor, whether by facsimile, email, overnight courier, or hand delivery, to certain parties-in-interest, including: (i) the Office of the United States Trustee for the District of the U.S. Virgin Islands; (ii) the Internal Revenue Service; (iii) the Environmental Protection Agency; (iv) the parties included in the Debtor's list of twenty (20) largest unsecured creditors; (v) the GVI; (vi) the Pension Benefit Guaranty Corporation; (vii) the Securities and Exchange Commission; (viii) the United States Attorney's Office for the District of the Virgin Islands; (ix) the DIP Lenders; and (x) counsel to the DIP Lenders. The parties have made reasonable efforts to afford the best notice possible under the circumstances and such notice is good and sufficient to permit the relief set forth in this Interim Order.

K. *Immediate Entry of Interim Order*. The Debtor has requested immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2). The Motion and Interim Order comply with Local Bankruptcy Rules 4001-1 and 4001-2. The permission granted herein to enter into the DIP Documents and obtain funds thereunder is necessary to avoid immediate and irreparable harm to the Debtor. This Court concludes that entry of this Interim Order is in the best interests of the Debtor's estate and creditors as its implementation will, among other things, allow for the financing necessary to sustain the operation of the Debtor's existing business and further enhance the Debtor's prospects for a successful restructuring.

Based upon the foregoing findings and conclusions, the Motion, and the record before the Court with respect to the Motion, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED that:

1. Interim DIP Facility Commitment Approved. The Debtor's entry into the DIP Documents, including the Interim DIP Facility Commitment, is authorized and approved, subject to the terms and conditions set forth in this Interim Order and the DIP Documents. This Interim Order shall be valid, binding on all parties in interest, and fully effective immediately upon entry notwithstanding the possible application of Bankruptcy Rules 6004(h), 7062 and 9014.

2. Objections Overruled. All objections to the Motion and/or entry of this Interim Order to the extent not withdrawn or resolved are hereby overruled.

DIP Facility Authorization

3. Authorization of the Interim DIP Facility Commitment and Entry Into the DIP Documents. The DIP Facility and the DIP Documents are hereby approved on an interim basis. The Debtor is expressly and immediately authorized and empowered to incur the DIP Obligations and to obtain the DIP Loans in accordance with, and subject to, the terms of this Interim Order and the DIP Documents, and to deliver all instruments and documents that may be necessary or required for the performance by the Debtor under the DIP Documents and the creation and perfection of the DIP Liens (as defined below) provided for by this Interim Order and the DIP Documents. The DIP Documents evidence valid and binding obligations of the Debtor, which shall be enforceable against the Debtor, its estate, and its creditors in accordance with the terms and conditions of the DIP Documents and this Interim Order. The Debtor is hereby authorized and directed to perform all of its obligations under the DIP Documents,

including, but not limited to paying, in accordance with this Interim Order, the principal, interest, fees, expenses and other amounts described in the DIP Documents, as such become due and without need to obtain further Court approval. All collections and proceeds, whether from ordinary course collections, asset sales, debt or equity issuances, insurance recoveries, condemnations, or otherwise, will be deposited and applied as required by this Interim Order and the DIP Documents. All of the obligations described in the DIP Documents shall represent valid and binding obligations of the Debtor, enforceable against the Debtor and its estate in accordance with the terms of the DIP Documents.

4. Authorization to Access the Interim DIP Facility Commitment. During the period that this Interim Order is effective, and subject to the terms and conditions set forth in the DIP Documents and this Interim Order, and to prevent immediate and irreparable harm to the Debtor's estate, the Debtor is hereby authorized to access the Interim DIP Facility Commitment pursuant to the terms herein and the terms of the DIP Documents.

5. DIP Obligations. Upon entry of this Interim Order, the DIP Documents and this Interim Order shall constitute and evidence the validity and binding effect of the DIP Obligations, which DIP Obligations shall be enforceable against the Debtor, its estate, and any successors thereto, including any trustee appointed in these cases, or any case under chapter 7 of the Bankruptcy Code upon the conversion of this Chapter 11 Case, or in any other proceedings superseding or related to any of the foregoing (each, a "Successor Case"). Upon entry of this Interim Order, the DIP Obligations will include all loans and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by the Debtor to any of the DIP Lenders under the DIP Documents or this Interim Order, including all

principal, accrued interest, costs, fees, expenses, and other amounts under the DIP Documents. The DIP Obligations shall be due and payable as provided for herein and in the DIP Documents.

6. DIP Liens. To secure the DIP Obligations, effective immediately upon entry of this Interim Order, pursuant to sections 361, 362, 364(c)(2), 364(c)(3), and 364(d) of the Bankruptcy Code, the DIP Lenders are hereby granted continuing, valid, binding, enforceable, non-avoidable, and automatically and properly perfected postpetition first-priority security interests in and liens (collectively, the "DIP Liens") upon the Debtor's right, title, and interest in, to, and under all "property of the estate" including all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Debtor (including under any trade names, styles, or derivations thereof), and whether owned or consigned by or to, or leased from or to the Debtor and regardless of where located (collectively, the "DIP Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of the DIP Obligations. The DIP Collateral shall include (as each such term is defined in the DIP Documents): (a) all Receivables and all supporting obligations relating thereto; (b) all Equipment (including motor vehicles), goods, Inventory and fixtures; (c) all Instruments and chattel paper; (d) all Letter-of-Credit Rights (whether or not the letter of credit is evidenced by a writing); (e) all Securities Collateral; (f) all Investment Property; (g) all Intellectual Property; (h) the Commercial Tort Claims; (i) all General Intangibles; (j) all Depository Accounts; (k) all Supporting Obligations; (l) all books and records pertaining to the Collateral; (m) all present and future claims, rights, interests, assets and properties recovered by or on behalf of Debtor or any trustee of the Debtor (whether in this Chapter 11 Case or any subsequent case to which the Chapter 11 Case is converted), including, without limitation, upon entry of the Final Order, all such property

recovered as a result of transfers or obligations avoided or actions maintained or taken pursuant to, inter alia, sections 542, 545, 547, 548, 549, 550, 552 and 553 of the Bankruptcy Code, subject to the terms of the Financing Orders; (n) to the extent not covered by clauses (a) through (o) of this sentence, choses in action and all other personal property of the Debtor, whether tangible or intangible; (o) any and all real property (whether in fee simple, leasehold or otherwise) of the Debtor and any rights of the Debtor in connection with any real property; (p) to the extent that the Debtor has any rights thereon, funds contained in the Loan Funding Account; and (q) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtor from time to time with respect to any of the foregoing; *provided*, *however*, that the DIP Lien is subject solely to the GVI Secured Claim and the Carve-Out and, to the extent valid, not avoidable, and existing as of the Closing Date, the Permitted Encumbrances and the Carve-Out. If the DIP Lenders shall fail to have a perfected lien in any particular property or assets of the Debtor for any reason whatsoever, but the provisions of the DIP Documents (including, without limitation, all financing statements and other public filings relating to liens filed or recorded by the DIP Lenders against the Debtor) would be sufficient to create a perfected lien in any property or assets that the Debtor may receive upon the sale, lease, license, exchange, transfer or disposition of such particular property or assets, then all such proceeds of such particular property or assets shall be included in the DIP Collateral.

7. DIP Lien Priority. Subject only to the GVI Secured Claim, Permitted Encumbrances, and the Carve-Out, the DIP Liens securing the DIP Obligations shall be senior in priority to all other security interests in, liens on, or claims against the DIP Collateral. In

entering into the DIP Documents, and as consideration therefor, the Debtor hereby agrees that until such time as all DIP Obligations are indefeasibly paid in full in cash and completely satisfied, and the commitments thereunder are terminated in accordance with the terms of the DIP Documents, the Debtor shall not in any way prime or seek to prime (or otherwise cause to be subordinated in any way) either the liens and security interests provided under this Interim Order to the DIP Lenders by offering a subsequent lender or any party in interest a superior or *pari passu* lien or claim pursuant to section 364(d) of the Bankruptcy Code, or otherwise, except with respect to the Carve-Out. The DIP Liens shall not be made subject to or *pari passu* with any lien or security interest and shall be valid and enforceable against any trustee appointed in this Chapter 11 Case or any Successor Case, and/or upon the dismissal of any of this Chapter 11 Case or any Successor Case. Subject to entry of the Final Order, the DIP Liens shall not be subject to sections 510, 549, 550, or 551 of the Bankruptcy Code.

8. DIP Superpriority Claim. The DIP Lenders are hereby granted, pursuant to section 364(c)(1) of the Bankruptcy Code, an allowed superpriority administrative expense claim in the Chapter 11 Case against the Debtor, its estate in this Chapter 11 Case and any Successor Case, at any time existing or arising, of any kind or nature whatsoever, including administrative expenses of the kind specified in or arising under any section of the Bankruptcy Code (including, without limitation, sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 507(a), 507(b), 546(c) or 726 thereof), subject only to the GVI Secured Claim, Permitted Encumbrances and payment of the Carve-Out on the terms and conditions set forth herein), which shall at all times be senior to the rights of the Debtor and its estate, and any successor trustee or other estate representative (the "DIP Superpriority Claim").

9. Extension of Credit. The DIP Lenders shall have no obligation to make any loan or advance unless all of the conditions precedent to the making of such extension of credit under the DIP Documents and this Interim Order have been satisfied in full or waived by the DIP Lenders each in their sole discretion.

10. Use of DIP Facility Proceeds. From and after the Petition Date, the Debtor shall draw upon the DIP Facility and use advances of credit under the DIP Facility only pursuant to the terms herein and the terms of the DIP Documents, including, without limitation, the Budget.

11. Amendment of the DIP Documents. The DIP Documents may, from time to time, be amended, amended and restated, modified, or supplemented by the parties thereto without notice or a hearing if the amendment, amendment and restatement, modification, or supplement is (a) in accordance with the DIP Documents and (b) not prejudicial in any material respect to the rights of third parties; *provided, however*, that notwithstanding the foregoing, except for actions expressly permitted to be taken by the DIP Lenders, no amendment, modification, supplement, termination, or waiver of any provision of the DIP Documents, or any consent to any departure by the Debtor therefrom, shall in any event be effective without the express written consent of the DIP Lenders (it being understood that any necessary signatures may be on a document consenting to such amendment, modification, termination, or waiver) to the extent required by the DIP Documents. Notwithstanding anything to the contrary in this Interim Order, the Budget may be amended as set forth in section 2.11(c) of the DIP Agreement.

12. Budget Compliance. The Debtor shall not use the proceeds of the DIP Facility in a manner or for a purpose other than those consistent with the DIP Documents and this Interim Order. The Budget annexed to the DIP Agreement is hereby approved, and any

modification to, or amendment or update of, the Budget shall be in form and substance acceptable to and approved by the DIP Lenders as provided in the DIP Documents. The Budget may be amended or modified in writing only with the written consent of the DIP Lenders, in their sole discretion.

13. Modification of Automatic Stay. The automatic stay imposed by section 362(a) of the Bankruptcy Code is hereby modified to permit: (a) the Debtor to grant the DIP Liens and the DIP Superpriority Claim, and to perform such acts as the DIP Lenders may request in their sole discretion to assure the perfection and priority of the DIP Liens; (b) the Debtor to incur all liabilities and obligations to the DIP Lenders as contemplated under the DIP Documents; (c) the Debtor to pay all amounts referred to, required under, in accordance with, and subject to this Interim Order; and (d) the implementation of the terms of this Interim Order.

14. Perfection of DIP Liens. This Interim Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of all liens granted herein, including the DIP Liens, without the necessity of filing or recording any financing statement, mortgage, notice, or other instrument or document which may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement or real property mortgage) to validate or perfect (in accordance with applicable non-bankruptcy law) the DIP Liens, or to entitle the DIP Lenders to the priorities granted herein. Notwithstanding the foregoing, the DIP Lenders, is authorized to file, as it in its sole discretion deems necessary, such financing statements, mortgages, notices of lien, and other similar documents to perfect in accordance with applicable non-bankruptcy law or to otherwise evidence the DIP Liens and all such financing statements, mortgages, notices and other documents shall be deemed to have been filed or recorded as of the

Petition Date; *provided*, *however*, that no such filing or recordation shall be necessary or required in order to create or perfect the DIP Liens. The Debtor is authorized to execute and promptly deliver to the DIP Lenders all such financing statements, mortgages, notices, and other documents as the DIP Lenders may reasonably request. The DIP Lenders, in their discretion, may file a photocopy of this Interim Order as a financing statement with any filing or recording office or with any registry of deeds or similar office, in addition to or in lieu of such financing statements, notices of lien, or similar instruments.

15. Intentionally Omitted.

16. Proceeds of Subsequent Financing. If the Debtor, any trustee, any examiner with enlarged powers, or any responsible officer subsequently appointed in this Chapter 11 Case or any Successor Case, shall obtain credit or incur debt pursuant to section 364(b), (c), or (d) of the Bankruptcy Code at any time prior to the indefeasible payment in full of all DIP Obligations, the satisfaction of the DIP Superpriority Claims, and the termination of the DIP Lenders' obligations to extend credit under the DIP Facility, then all of the cash proceeds derived from such credit or debt shall immediately be turned over first to the DIP Lenders until the DIP Obligations have been satisfied in full and fully and indefeasibly paid.

17. Maintenance of DIP Collateral. Until the indefeasible payment in full of all DIP Obligations and the termination of the DIP Lenders' obligation to extend credit under the DIP Facility, the Debtor shall: (a) insure the DIP Collateral as required under the DIP Facility; and (b) maintain the cash management system in effect as of the Petition Date, as modified by any order that may be entered by the Court in accordance with the DIP Documents.

18. Insurance Policies. Upon entry of this Interim Order, the DIP Lenders are, and are deemed to be, without any further action or notice (including endorsements), named as

additional insureds and loss payees on each insurance policy maintained by the Debtor which in any way relates to the DIP Collateral.

19. Disposition of DIP Collateral. Except as expressly provided for in the DIP Documents, the Debtor shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the DIP Collateral other than in the ordinary course of business without the prior written consent of the DIP Lenders.

20. Events of Default. The term "Event of Default" shall have the same meaning under this Interim Order as such term has under the DIP Documents.

21. Rights and Remedies Upon Event of Default. Unless otherwise ordered by the Court in accordance with the terms hereof and subject to entry of the Final Order, as of 12:00 a.m. prevailing Eastern Time on the fifth business day after the date the DIP Lenders file a notice of an Event of Default on the docket of the Debtor's Chapter 11 Case (such period, the "Default Notice Period"), the automatic stay under section 362 of the Bankruptcy Code will be automatically lifted without further order of this Court to allow the DIP Lenders to take any and all actions permitted by law, as if no case were pending under the Bankruptcy Code. Unless otherwise ordered by the Court and subject to entry of the Final Order, the sole basis on which the Debtor can contest the automatic lifting of the automatic stay pursuant to this paragraph is on the grounds that an Event of Default has not occurred, and the Debtor and other parties-in-interest may request an expedited hearing on any motion seeking such a finding, and the DIP Lenders shall consent to such expedited hearing. Nothing in this paragraph 21 shall limit the ability of the Debtor to use DIP Collateral to challenge whether an Event of Default has occurred and/or is continuing. In the event the automatic stay is automatically lifted in accordance with this paragraph, the use of cash collateral, including accounts receivable, inventory, and the

proceeds thereof, of the Debtor in which any of the DIP Lenders has an interest shall be prohibited. In accordance with the DIP Agreement, and subject to any applicable grace periods, upon the occurrence of any Event of Default, the DIP Lenders may, without notice or demand, immediately suspend or terminate all or any portion of the DIP Lenders' obligations to make additional loans under the DIP Facility. Upon the occurrence of an Event of Default, all loans under the DIP Facility shall become due and payable in accordance with the DIP Agreement. Nothing herein shall be construed to limit or otherwise restrict the availability of the rights and remedies provided for in the DIP Agreement.

22. Good Faith Under Section 364(e) of the Bankruptcy Code; No Modification or Stay of this Order. Each of the DIP Lenders has acted in good faith in connection with this Interim Order, and their reliance on this Interim Order is in good faith. Based on the findings set forth in this Interim Order and the record made during the Interim Hearing, and in accordance with section 364(e) of the Bankruptcy Code, in the event any or all of the provisions of this Interim Order are hereafter modified, amended, or vacated by a subsequent order of this Court or any other court, the DIP Lenders are entitled to fullest extent to the protections provided in section 364(e) of the Bankruptcy Code. Any such modification, amendment, or vacatur shall not affect the validity and enforceability of any advances previously made or made hereunder, or lien, claim or priority authorized or created hereby. Any liens or claims granted to the DIP Lenders arising prior to the effective date of any such modification, amendment, or vacatur of this Interim Order shall be governed in all respects by the original provisions of this Interim Order, including entitlement to all rights, remedies, privileges, and benefits granted herein.

23. Expenses. The Debtor is authorized and directed to pay all reasonable out-of-pocket expenses of the DIP Lenders in connection with the DIP Facility, to the extent

provided in the DIP Documents including, without limitation, whether the DIP Documents are terminated by the DIP Lenders in accordance with the terms of the applicable DIP Documents. Payment of fees and expenses consistent with the terms of the DIP Documents shall not be subject to allowance by this Court, and parties entitled under the DIP Documents to receive such payment of fees and expenses shall not be required to comply with the U.S. Trustee fee guidelines.

24. DIP Facility Funds Held by the DIP Lenders. Subject to any and all rights of the DIP Lenders under this Interim Order or the DIP Documents with respect to any modification to, or relief from, the automatic stay of section 362 of the Bankruptcy Code granted in favor of the DIP Lenders, any and all proceeds of the DIP Facility held by the DIP Lenders shall be subject to the protections afforded by the automatic stay.

25. Released Parties. Subject to entry of the Final Order, the Debtor hereby waives any and all actions related to, and hereby release, each of (a) the DIP Lenders in their capacity as such and (b) each of their respective shareholders, affiliates, parents, subsidiaries, controlling persons, directors, agents, officers, successors, assigns, directors, managers, principals, officers, employees, agents, investors, funds, advisors, attorneys, professionals, representatives, accountants, investment bankers, and consultants, each in their respective capacity as such (each such person or entity identified in sub-clauses (a) and (b) of this paragraph 25, a "Released Party" and, collectively, the "Released Parties") from any and all claims, obligations, rights, suits, damages, causes of action, any Challenge (as defined herein), remedies, and liabilities whatsoever, including any derivative claims, asserted on behalf of the Debtor, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtor or its estate would have been legally entitled to assert

in its own right (whether individually or collectively) or on behalf of the holder of any claim or interest or other entity, whether groundless or otherwise, arising prior to the Petition Date to the extent arising out of or related to the DIP Documents or the transactions contemplated thereby or by this Interim Order.

26. Proofs of Claim. The DIP Lenders shall not be required to file proofs of claim in this Chapter 11 Case or Successor Case for the DIP Obligations. Any proof of claim filed by the DIP Lenders shall be deemed to be in addition to and not in lieu of any other proof of claim that may be filed by the DIP Lenders. Any order entered by this Court in relation to the establishment of a bar date in this Chapter 11 Case or Successor Case shall not apply to the DIP Lenders.

27. Access to Collateral/No Landlord's Liens. Subject to applicable state law, notwithstanding anything contained herein to the contrary and without limiting any other rights or remedies of the DIP Lenders, contained in this Interim Order or the DIP Documents, or otherwise available at law or in equity, and subject to the terms of the DIP Documents and this Interim Order, upon written notice to the landlord of any leased premises that an Event of Default has occurred and is continuing under the DIP Documents, the DIP Lenders may, subject to any separate agreement by and between such landlord and the DIP Lenders (a "Separate Agreement"), enter upon any leased premises of the Debtor for the purpose of exercising any remedy with respect to DIP Collateral located thereon and, subject to any Separate Agreement, shall be entitled to all of the Debtor's rights and privileges as lessee under such lease without interference from such landlord; *provided, however*, that, subject to any such Separate Agreement, the DIP Lenders shall only pay rent of the Debtor that first accrues after the written notice referenced above and that is payable during the period of such occupancy by the DIP

Lenders, calculated on a per diem basis. Nothing herein shall require the DIP Lenders to assume any lease as a condition to the rights afforded to the DIP Lenders in this paragraph.

28. Carve-Out.

(a) For the purposes of this Interim Order, the term "Carve-Out" means, collectively: (i) all unpaid fees required to be paid by the Debtor to the Clerk of the Bankruptcy Court and to the Office of the United States Trustee under 28 U.S.C. § 1930(a) plus interest pursuant to 31 U.S.C. § 3717; (ii) all reasonable and documented fees and expenses incurred by a trustee under section 726(b) of the Bankruptcy Code in an amount not to exceed $100,000; (iii) to the extent allowed at any time, all accrued and unpaid reasonable and documented fees, disbursements, costs, and expenses incurred at any time before or on the first business day following delivery by the DIP Lenders of a Carve Out Trigger Notice (as defined below) by any professionals or professional firms retained by the Debtor or any Committee, whether allowed by the Bankruptcy Court prior to or after delivery of a Carve Out Trigger Notice; and (iv) after the first business day following delivery by the DIP Lenders of the Carve Out Trigger Notice, to the extent allowed at any time, all reasonable and documented unpaid fees, disbursements, costs, and expenses incurred by professionals or professional firms retained by the Debtor or any Committee in an aggregate amount not to exceed $1,000,000 (the amount set forth in this clause (iv) being the "Post-Carve Out Trigger Notice Cap"). For purposes of the foregoing, "Carve Out Trigger Notice" shall mean a written notice delivered by the DIP Lenders (which delivery may be made via electronic mail) to the Debtor and its counsel, the U.S. Trustee, and lead counsel to any Committee, which notice may be delivered

following the occurrence and continuance of an Event of Default, and stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(b) The Carve-Out shall be senior to all liens and claims (including administrative and superpriority claims) securing the DIP Obligations, the Debtor's prepetition obligations, and all other liens or claims (including administrative and superpriority claims), including all other forms of adequate protection, liens or claims (including administrative and superpriority claims) securing the DIP Obligations and prepetition obligations granted or recognized as valid, including the liens, security interests, and claims (including administrative and superpriority claims) granted herein or pursuant to the DIP Documents to the DIP Lenders.

29. Limitation on Investigation.

(a) No DIP Collateral, proceeds of the DIP Facility, portion of the Carve-Out, or any other amounts may be used directly or indirectly by the Debtor, the Committee, if any, or any trustee or other estate representative appointed in this Chapter 11 Case or any Successor Case or any other person (or to pay any professional fees, disbursements, costs or expenses incurred in connection therewith) for any of the following actions or activities (the "Proscribed Actions"):

(i) to seek authorization to obtain liens or security interests that are senior to, or on a parity with, the liens granted under this Interim Order;

(ii) to seek authorization to obtain claims that are senior to, or on parity with, the DIP Superpriority Claim; or

(iii) to investigate (including by way of examinations or discovery proceedings), prepare, assert, join, commence, support or prosecute any action for

any claim, counter-claim, action, proceeding, application, motion, objection, defense, or other contested matter seeking any order, judgment, determination or similar relief against, or adverse to the interests of the DIP Lenders, and each of their respective officers, directors, controlling persons, employees, agents, attorneys, affiliates, assigns, or successors of each of the foregoing, with respect to any transaction, occurrence, omission, action or other matter (including formal discovery proceedings in anticipation thereof), including, without limitation, (A) any Avoidance Actions; (B) any so-called "lender liability" claims and causes of action; (C) any action with respect to the validity, enforceability, priority and extent of, or asserting any defense, counterclaim, or offset to, the DIP Obligations, the DIP Superpriority Claim or the liens granted under this Interim Order or the DIP Documents; (D) any action seeking to invalidate, modify, reduce, expunge, disallow, set aside, avoid or subordinate, in whole or in part or the DIP Obligations; (E) any action seeking to modify any of the rights, remedies, priorities, privileges, protections and benefits granted to DIP Lenders hereunder or under any of the DIP Documents, including, claims, proceedings or actions that might prevent, hinder or delay any of their respective assertions, enforcements, realizations or remedies on or against the DIP Collateral in accordance with the DIP Documents or this Interim Order; or (F) objecting to, contesting, or interfering with, in any way, the DIP Lenders' enforcement or realization upon any of the DIP Collateral once an Event of Default has occurred.

(b) Any and all claims incurred by the Committee related to or in connection with any Proscribed Activities shall not constitute an allowed administrative expense

claim (including, without limitation, section 1129(a)(9)(A) of the Bankruptcy Code) and shall not be satisfied by the Carve-Out, any cash collateral or proceeds of the DIP Facility, and shall be satisfied solely from the Debtor's unencumbered assets (if any) (the "Unencumbered Assets").

30. Payment of Compensation. So long as an unwaived Event of Default has not occurred, and to the extent permitted under the DIP Documents (including, for the avoidance of doubt, the Budget), the Debtor shall be permitted to pay fees and expenses allowed and payable, as applicable, by any interim, procedural, or final order of this Court (that has not been vacated or stayed, unless the stay has been vacated) under sections 330 and 331 of the Bankruptcy Code, as the same may be due and payable.

31. Challenge Period.

(a) Subject only to the terms of this paragraph 31, the various stipulations and waivers contained in this Interim Order shall be without prejudice to the rights of the Committee (if appointed) to seek to disallow the Prepetition Indebtedness or to pursue any claims or seek appropriate remedies against the Promissory Note Lenders in connection with the Promissory Notes. The stipulations, findings, representations and releases contained in this Interim Order and the DIP Documents shall be binding upon all parties-in-interest, any trustee appointed in these cases and any Committee (each, a "Challenge Party"), unless and solely to the extent that (i) a Challenge Party commences a Challenge (defined below) prior to the expiration of the Challenge Period (defined below) and (ii) the Court rules in favor of the plaintiff in any such timely filed Challenge. For purposes of this Interim Order: (A) "Challenge" means that a party in interest that has been granted standing by the Court, must commence, as appropriate, a contested

matter or adversary proceeding, raising an objection, claim, suit or other challenge, including, without limitation, a claim in the nature of setoff, counterclaim or defense against any of the Promissory Note Lenders on behalf of the Debtor's estate, or to object to or to challenge the stipulations, findings or Debtor's Stipulations set forth herein; and (B) Subject to entry of the Final Order, "Challenge Period" means (i) with respect to any party-in-interest other than the Committee, the period from the Petition Date until the date that is forty-five (45) calendar days after the entry of this Interim Order and (ii) with respect to the Committee, sixty (60) calendar days from the date the U.S. Trustee appoints the Committee.

(b) Upon the expiration of the Challenge Period without the filing of a Challenge (the "Challenge Period Termination Date"): (A) any and all such Challenges and objections by any party (including, without limitation, any Committee, any Chapter 11 trustee, and/or any examiner or other estate representative appointed in this Case, and any Chapter 7 trustee and/or examiner or other estate representative appointed in any Successor Case), shall be deemed to be forever waived, released and barred; (B) all matters not subject to the Challenge, and all findings, Debtor's Stipulations, waivers, releases, affirmations and other stipulations as to the priority, extent, and validity as to each of the Promissory Note Lenders' claims and interests shall be of full force and effect and forever binding upon the Debtor, the Debtor's estate, and all creditors, interest holders, and other parties in interest in this Chapter 11 Case and any Successor Case; and (C) any and all claims or causes of action against the Promissory Note Lenders relating in any way to the Promissory Notes shall be forever waived and released by the Debtor, the

Debtor's estate, and all creditors, interest holders and other parties in interest in this Case and any Successor Case.

(c) Nothing in this Interim Order vests or confers on any person, including the Committee or any other statutory committee that may be appointed in this Chapter 11 Case, standing or authority to pursue any cause of action, claim, defense, or other right belonging to the Debtor or its estate. For the avoidance of doubt, entry of this Interim Order shall not grant standing or authority to the Committee to pursue any cause of action, claim, defense, or other right on behalf of the Debtor or its estate.

32. Insurance Policies. Upon entry of this Order, the Debtor shall be authorized, in accordance with the Budget, without further action or notice, to enter into D&O "tail policies." Any insurance proceeds or other receipts from any source that relate to the DIP Collateral shall be delivered to the Debtor and subject to the DIP Liens and the terms of the DIP Documents.

33. Section 506(c) Claims. Subject to entry of the Final Order and the Carve-Out, no costs or expenses of administration which have been or may be incurred in these cases at any time shall be charged against the DIP Lenders or the DIP Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code, or otherwise, without the prior written consent, as applicable, of the DIP Lenders, and no such consent shall be implied from any other action, inaction, or acquiescence by any such agents or lenders.

34. No Third Party Rights. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary.

35. No Marshaling/Application of Proceeds. The DIP Lenders shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral, and all proceeds shall be received and applied in accordance with the DIP Documents.

36. Discharge Waiver. The DIP Obligations shall not be discharged by the entry of an order confirming any plan of reorganization in these cases, notwithstanding the provisions of section 1141(d) of the Bankruptcy Code, unless the DIP Obligations have been indefeasibly paid in full in cash (or, with respect to any letters of credit, such letters of credit have been treated in a manner satisfactory to the DIP Lenders) on or before the effective date of such confirmed plan of reorganization. Unless otherwise agreed to by each of the DIP Lenders, the Debtor shall not propose or support any plan of reorganization or sale of all or substantially all of the Debtor's assets or entry of any confirmation order or sale order that is not conditioned upon the indefeasible payment in full in cash of the DIP Obligations on or prior to the earlier to occur of the effective date of such plan of reorganization or sale.

37. Rights Preserved. Except as expressly set forth in this Interim Order, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a) the DIP Lenders' right to seek any other or supplemental relief in respect of the Debtor; (b) any of the rights of any of the DIP Lenders under the Bankruptcy Code or under applicable non-bankruptcy law, including the right to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code or (ii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans of reorganization; or (c) any other rights, claims, or privileges (whether legal, equitable or otherwise) of any of the DIP Lenders.

38. No Waiver by Failure to Seek Relief. The failure of the DIP Lenders to seek relief or otherwise exercise their rights and remedies under this Interim Order, the DIP Documents, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of the DIP Lenders.

39. Binding Effect of Interim Order. Immediately upon execution by this Court, the terms and provisions of this Interim Order shall become valid and binding upon and inure to the benefit of the Debtor, the DIP Lenders, all other creditors of the Debtor, the Committee, any other statutory committee that may be appointed in this Chapter 11 Case, and all other parties-in-interest and their respective successors and assigns, including any trustee or other fiduciary hereafter appointed in this Chapter 11 Case, any Successor Case, or upon dismissal of this Chapter 11 Case or any Successor Case.

40. Effect on Certain Pre-Petition Agreements. Except as expressly set forth in this Interim Order, the terms and conditions, validity, and enforceability of the Promissory Notes shall not be affected by this Interim Order.

41. Interim Order Controls. In the event of any inconsistency between the terms and conditions of the DIP Documents and this Interim Order, the provisions of this Interim Order shall govern and control.

42. No Right to Seek Modification. Unless requested by the DIP Lenders, the Debtor irrevocably waives any right to seek any modification or extension of this Interim Order (in whole or in part) without the prior consent of the DIP Lenders, and no such consent shall be implied by any other action, inaction, or acquiescence of the DIP Lenders.

43. Survival.

(a) The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (i) confirming any plan of reorganization in any of this Chapter 11 Case, (ii) converting this Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, (iii) dismissing this Chapter 11 Case or any Successor Case, or (iv) pursuant to which this Court abstains from hearing this Chapter 11 Case or Successor Case.

(b) The terms and provisions of this Interim Order, including the claims, liens, security interests, and other protections (as applicable) granted to the DIP Lenders pursuant to this Interim Order and/or the DIP Documents, notwithstanding the entry of any such order, shall continue in this Chapter 11 Case, in any Successor Case, or following dismissal of these cases or any Successor Case, and shall maintain their priority as provided by this Interim Order until all the DIP Obligations, pursuant to the DIP Documents and this Interim Order, have been indefeasibly paid in full and all commitments to extend credit under the DIP Facility are terminated. The terms and provisions concerning the indemnification of the DIP Lenders shall continue in this Chapter 11 Case, in any Successor Case, following dismissal of this Chapter 11 Case or any Successor Case, termination of the DIP Documents, and/or the indefeasible repayment of the DIP Obligations.

44. Waiver of Applicable Stay. Any applicable stay (including, without limitation, under Bankruptcy Rule 6004(h)) is hereby waived and shall not apply to this Interim Order.

45. Final Hearing. The Final Hearing to consider entry of the Final Order and final approval of the DIP Facility is scheduled for [DATE], 2015, at ##:## a.m./p.m. before the Honorable Mary F. Walrath, United States Bankruptcy Judge, at the District Court of the Virgin Islands, Bankruptcy Division, 3013 Estate Golden Rock, Suite 219, St. Croix, VI 00820. On or before [DATE], 2015, the Debtor shall serve, by United States mail, first-class postage prepaid, notice of the entry of this Interim Order and of the Final Hearing (the "Final Hearing Notice"), together with copies of this Interim Order and the Motion, on (a) the parties having been given notice of the Interim Hearing, (b) any party which has filed prior to such date a request for notices with this Court, and (c) counsel for the Committee (if appointed). The Final Hearing Notice shall state that any party-in-interest objecting to the entry of the proposed Final Order shall file written objections with the Clerk of the Court no later than [DATE], 2015, at 4:00 p.m. (prevailing Eastern time), which objections shall be served so as to be **actually received** on or before such date on: (a) the Office of the United States Trustee for the District of the U.S. Virgin Islands; (b) the Debtor; and (c) the DIP Lenders.

46. *Nunc Pro Tunc* Effect of this Interim Order. This Interim Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof.

47. Retention of Jurisdiction. The Court has retained and will retain jurisdiction to implement, interpret, and enforce this Interim Order according to its terms.

Dated: _____, 2015
St. Croix, U.S. Virgin Islands

_____
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

DEBTOR-IN-POSSESSION CREDIT

AND

SECURITY AGREEMENT

Dated as of September 15, 2015

among

HOVENSA L.L.C.,
(as a Debtor and a Debtor-in-Possession under Chapter 11 of the Bankruptcy Code),
as Borrower

and

Hess Oil Virgin Islands Corp. and PDVSA V.I.,
as Lenders

Table of Contents

Page

DEBTOR-IN-POSSESSION CREDIT

AND

SECURITY AGREEMENT

Debtor-in-Possession Credit and Security Agreement dated as of September 15, 2015, among HOVENSA L.L.C., a corporation organized under the laws of the U.S. Virgin Islands, as a Debtor and a Debtor-in-Possession under Chapter 11 of the Bankruptcy Code (the "Borrower") and Hess Oil Virgin Islands Corp. and PDVSA V.I., Inc. (respectively "HOVIC" and "PDVSA V.I.", collectively, the "Lenders" and each individually a "Lender").

IN CONSIDERATION of the mutual covenants and undertakings herein contained, Borrower and Lenders hereby agree as follows:

I. DEFINITIONS.

1.1 Accounting Terms. As used in this Agreement, the Other Documents or any certificate, report or other document made or delivered pursuant to this Agreement, accounting terms not defined in Section 1.2 or elsewhere in this Agreement and accounting terms partly defined in Section 1.2 to the extent not defined, shall have the respective meanings given to them under GAAP; provided, however, that, notwithstanding anything to the contrary herein, all accounting or financial terms used herein shall be construed, and all financial computations pursuant hereto shall be made, without giving effect to any election under Statement of Financial Accounting Standards 159 (or any other Financial Accounting Standard having a similar effect) to value any Indebtedness or other liabilities of Borrower at "fair value," as defined therein.

1.2 General Terms. For purposes of this Agreement the following terms shall have the following meanings:

"Actual Cumulative Operating Disbursements" shall have the meaning set forth in Section 7.24 hereof.

"Advances" shall mean and include the advances made under the Commitments of the Lenders pursuant to Section 2.1(a) hereof.

"Affiliate" of any Person shall mean (a) any Person which, directly or indirectly, is in control of, is controlled by, or is under common control with such Person, or (b) any Person who is a director, manager, member, managing member, general partner or officer (i) of such Person, (ii) of any Subsidiary of such Person or (iii) of any Person described in clause (a) above. For purposes of this definition, (A) control of a Person shall mean the power, direct or indirect, (x) to vote 10% or more of the Equity Interests having ordinary voting power for the election of directors of such Person or other Persons performing similar functions for any such Person, or (y) to direct or cause the direction of the management and policies of such Person whether by ownership of Equity Interests, contract or otherwise and (B) Lenders under this Agreement and their respective parent companies shall not be considered to be Affiliates of Borrower.

"Agreement" shall mean this Debtor-in-Possession Credit and Security Agreement, as it may be amended, modified, supplemented, restated or replaced from time to time.

"Anti-Terrorism Laws" shall mean any Applicable Laws relating to terrorism or money laundering, including Executive Order No. 13224, the USA PATRIOT Act, the Applicable Laws comprising or implementing the Bank Secrecy Act, and the Applicable Laws administered by the United States Treasury Department's Office of Foreign Asset Control (as any of the foregoing Applicable Laws may from time to time be amended, renewed, extended, or replaced).

"Applicable Law" shall mean all laws, rules and regulations (including proposed, temporary, and final income Tax regulations) applicable to the Person, conduct, transaction, covenant, Other Document or contract in question, including all applicable common law and equitable principles; all provisions of all applicable state, federal and foreign constitutions, statutes, rules, regulations, treaties, directives and orders of any Governmental Body, and all orders, judgments and decrees of all courts and arbitrators.

"Applicable Rate" shall mean an interest rate percentage per annum equal to 9.00%.

"Asset Purchase Agreement" shall mean that certain Asset Purchase Agreement, dated as of September 4, 2015, by and among Limetree Bay Holdings, LLC, Borrower and HOVIC.

"Bankruptcy Code" shall mean the United States Bankruptcy Code, being Title 11 of the United States Code as enacted in 1978, as the same has heretofore been or may hereafter be amended, recodified, modified or supplemented, together with all rules, regulations and interpretations thereunder or related thereto.

"Bankruptcy Court" shall mean the Bankruptcy Division of the District Court of the Virgin Islands.

"Bankruptcy Event" shall mean, with respect to any Person, such Person or such Person's direct or indirect parent company becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of Lenders, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person or such Person's direct or indirect parent company by a Governmental Body or instrumentality thereof if, and only if, such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Body or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Benefited Lender" shall have the meaning set forth in Section 2.9(c) hereof.

"Bidding Procedures Order" shall mean an order approving the bidding procedures for the HOVENSA Sale, in a form acceptable to the Lenders each in their sole discretion, as may be issued or entered by the Bankruptcy Court in the Chapter 11 Case.

"Blocked Person" means any of the following:

(i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224;

(ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224;

(iii) a Person or entity with which any Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(iv) a Person or entity that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order No. 13224;

(v) a Person or entity that is named as a "specially designated national" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list, or

(vi) a Person or entity who is affiliated or associated with a Person or entity listed above.

"Borrower" shall have the meaning set forth in the preamble to this Agreement and shall extend to all permitted successors and assigns of such Person.

"Borrower's Account" shall have the meaning set forth in Section 2.7 hereof.

"Budget" shall mean, for the 13-week period following the Closing Date, the Initial Budget and thereafter any then-current Updated Budget.

"Business Day" shall mean any day other than Saturday or Sunday or a legal holiday on which commercial banks are authorized or required by law to be closed for business in New York, New York or St. Croix, United States Virgin Islands.

"Capital Expenditures" shall mean expenditures made or liabilities incurred for the acquisition of any fixed assets or improvements, replacements, substitutions or additions thereto which have a useful life of more than one year, which, in accordance with GAAP, would be classified as capital expenditures.

"Capitalized Lease Obligation" shall mean any Indebtedness of Borrower represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP.

"Carve-Out" shall mean, collectively: (i) all unpaid fees required to be paid by the Borrower to the Clerk of the Bankruptcy Court and to the Office of the United States Trustee under 28 U.S.C. § 1930(a) plus interest pursuant to 31 U.S.C. § 3717; (ii) all reasonable and documented fees and expenses incurred by a trustee under section 726(b) of the Bankruptcy

Code in an amount not to exceed $100,000; (iii) to the extent allowed at any time, all accrued and unpaid reasonable and documented fees, disbursements, costs, and expenses incurred at any time before or on the first business day following delivery by the Lenders of a Carve Out Trigger Notice (as defined below) by any professionals or professional firms retained by the Borrower or any Committee, whether allowed by the Bankruptcy Court prior to or after delivery of a Carve Out Trigger Notice; and (iv) after the first business day following delivery by the Lenders of the Carve Out Trigger Notice, to the extent allowed at any time, all reasonable and documented unpaid fees, disbursements, costs, and expenses incurred by professionals or professional firms retained by the Borrower or any Committee in an aggregate amount not to exceed $1,000,000 (the amount set forth in this clause (iv) being the "Post-Carve Out Trigger Notice Cap").

"Carve Out Trigger Notice" shall mean a written notice delivered by the Lenders (which delivery may be made via electronic mail) to the Borrower and its counsel, the United States Trustee, and lead counsel to any Committee, which notice may be delivered following the occurrence and continuance of an Event of Default, and stating that the Post-Carve Out Trigger Notice Cap has been invoked.

"Cash Equivalents" shall mean (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition; (b) certificates of deposit, time deposits, eurodollar time deposits or overnight bank deposits having maturities of six months or less from the date of acquisition issued by any Lender or by any commercial bank organized under the laws of the United States or any state thereof having combined capital and surplus of not less than $1,000,000,000; (c) commercial paper of an issuer rated at least A-1 by Standard & Poor's Financial Services LLC ("S&P") or P-1 by Moody's Investors Service, Inc. ("Moody's"), or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within six months from the date of acquisition; (d) repurchase obligations of any Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than 30 days, with respect to securities issued or fully guaranteed or insured by the United States government; (e) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by S&P or A by Moody's; (f) securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any Lender or any commercial bank satisfying the requirements of clause (b) of this definition; (g) money market mutual or similar funds that invest exclusively in assets satisfying the requirements of clauses (a) through (f) of this definition; or (h) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, as amended, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least $5,000,000,000.

"Cash Management Order" shall mean an order entered by the Bankruptcy Court in the Chapter 11 Case relating to that certain Debtor's Motion for Entry of Order (I) authorizing maintenance of its existing bank accounts and cash management systems, (II) authorizing

continued use of its existing business forms and records, and (III) waiving the requirements of 11 U.S.C. §345(b) on an interim basis.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601 et seq.

"Change in Law" shall mean the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any Applicable Law, (b) any change in any Applicable Law or in the administration, interpretation or application thereof by any Governmental Body or (c) the making or issuance of any request, guideline or directive (whether or not having the force of law) by any Governmental Body; provided however, for purposes of this Agreement, the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, guidelines and directives in connection therewith are deemed to have gone into effect and adopted after the date of this Agreement.

"Change of Control" shall mean (a) the occurrence of any event (whether in one or more transactions) which results in Borrower ceasing to be 100% directly or indirectly wholly-owned by HOVIC and PDVSA V.I., (b) the occupation of a majority of the seats (other than vacant seats) on the executive committee of Borrower by Persons who are not representatives appointed by the Lenders or their respective parent companies, (c) sale by each of HOVIC or PDVSA V.I. of any membership interests in the Borrower or (d) a sale of all or substantially all of Borrower's terminal assets.

"Chapter 11 Case" shall mean the case commenced by Borrower under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

"Closing Date" shall mean the date upon which the Interim Financing Order has been entered and all other conditions precedent to the making of the Advances hereunder shall have been satisfied or waived in accordance with the terms hereof.

"Code" shall mean the Internal Revenue Code of 1986, as the same may be amended or supplemented from time to time, and any successor statute thereto, and the rules and regulations thereunder, as from time to time in effect, as mirrored in the United States Virgin Islands.

"Collateral" shall mean and include, collectively, any and all assets of each Debtor's estate, whether real, personal, or mixed and wherever located, of any kind, nature of description, in each case whether now existing or hereafter arising, created or acquired and whether now owned or hereafter acquired and wherever located, including any such property in which a lien is granted to the Lenders pursuant to the Other Documents, the Financing Orders, or any other order entered by the Bankruptcy Court to secure the Obligations, and shall include, without limitation:

(vii) all Accounts and all supporting obligations relating thereto;

(viii) all Inventory;

(ix) all Equipment (including motor vehicles), goods, Inventory and fixtures;

(x) all Instruments and Chattel Paper;

(xi) all Letter-of-Credit Rights (whether or not the letter of credit is evidenced by a writing);

(xii) all Investment Property;

(xiii) all Intellectual Property;

(xiv) the Commercial Tort Claims

(xv) all General Intangibles;

(xvi) all Deposit Accounts and Securities Accounts;

(xvii) all Supporting Obligations

(xviii) all books and records pertaining to the Collateral;

(xix) all present and future claims, rights, interests, assets and properties recovered by or on behalf of Debtor or any trustee of the Debtor (whether in the Chapter 11 Case or any subsequent case to which the Chapter 11 Case is converted), including, without limitation, all such property recovered as a result of transfers or obligations avoided or actions maintained or taken pursuant to, inter alia, Sections 542, 545, 547, 548, 549, 550, 552 and 553 of the Bankruptcy Code or similar state laws;

(xx) to the extent not covered by clauses (i) through (xv) of this sentence, choses in action and all other personal property of the Debtor, whether tangible or intangible;

(xxi) any and all real property (whether in fee simple, leasehold or otherwise) of the Debtor and any rights of the Debtor in connection with any real property;

(xxii) to the extent that the Borrower has any rights thereon, funds contained in the Loan Funding Account; and

(xxiii) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtor from time to time with respect to any of the foregoing. It is the intention of the parties that if Lenders shall fail to have a perfected Lien in any particular property or assets of Borrower for any reason whatsoever, but the provisions of this Agreement and/or of the Other Documents, together with all financing statements and other public filings relating to Liens filed or recorded by Lenders against Borrower, would be sufficient to create a perfected Lien in any property or assets that Borrower may receive upon the sale, lease, license, exchange, transfer or disposition of such particular property or assets, then all such "proceeds" of such particular property or assets shall be included in the Collateral.

All capitalized terms used in this definition and not defined have the meanings assigned to them in the Uniform Commercial Code.

"Commitment" of any Lender shall mean the Commitment set forth below such Lender's name on the signature page hereof.

"Commitment Percentage" of a Lender shall mean the Commitment Percentage set forth below such Lender's name on the signature page hereof.

"Committee" means an official committee of unsecured creditors appointed in the Chapter 11 Case pursuant to Section 1102 of the Bankruptcy Code.

"Consents" shall mean all filings and all licenses, permits, consents, approvals, authorizations, qualifications and orders of Governmental Bodies and other third parties, domestic or foreign, necessary to carry on Borrower's business or necessary (including to avoid a conflict or breach under any agreement, instrument, other document, license, permit or other authorization) for the execution, delivery or performance of this Agreement, and the Other Documents, including any Consents required under all applicable federal, state or other Applicable Law.

"Debtor" shall mean the Borrower.

"Default" shall mean an event, circumstance or condition which, with the giving of notice or passage of time or both, would constitute an Event of Default.

"Default Rate" shall have the meaning set forth in Section 3.1 hereof.

"DIP Superpriority Claim" means the allowed super-priority administrative expense claim in the Chapter 11 Case (and against the Debtor's estate created pursuant to section 541 of the Bankruptcy Code) pursuant to section 364(c)(1) of the Bankruptcy Code having priority over all administrative expenses of the kind specified in or arising under any section of the Bankruptcy Code (including, without limitation, sections 105, 326, 328, 330, 331, 503(b), 507(a), 507(b), 546(c), or 726 thereof), subject only to the GVI Claim and payment of the Carve-Out on the terms and conditions set forth in this Agreement.

"DIP Transactions" shall mean, collectively, the transactions contemplated under this Agreement to occur on the Closing Date, including the making of the Obligations.

"Disqualified Capital Stock" with respect to any Person, shall mean any Equity Interests of such Person which, by its terms, or by the terms of any security into which it is convertible or for which it is putable or exchangeable, or upon the happening of any event, matures or is mandatorily redeemable (other than solely for Equity Interests which are not Disqualified Capital Stock) pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (other than solely as a result of a change of control or asset sale), in whole or in part; provided, however, that if such Equity Interests are issued to any plan for the benefit of employees of Borrower or by any such plan to such employees, such Equity Interests shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased in order to satisfy applicable statutory or regulatory obligations.

"Dollar" and the sign "$" shall mean lawful money of the United States of America.

"Domestic Rate Loan" shall mean any Advance that bears interest based upon the Applicable Rate.

"Effective Date" means the effective date of a plan of reorganization or liquidation filed in the Chapter 11 Case.

"Environmental Complaint" shall have the meaning set forth in Section 6.10(b) hereof.

"Environmental Laws" shall mean any and all current or future federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, common law, ordinances and codes relating to pollution and the protection of the environment and/or governing the use, storage, treatment, generation, transportation, regulation, registration, processing, handling, production or disposal of, or exposure to, Hazardous Substances and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto.

"Equity Interests" of any Person shall mean any and all shares, rights to purchase, options, warrants, general, limited or limited liability partnership interests, member interests, participation or other equivalents of or interest in (regardless of how designated) equity of such Person, whether voting or nonvoting, including common stock, preferred stock, convertible securities or any other "equity security" (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the SEC under the Exchange Act), including in each case all of the following rights relating to such Equity Interests, whether arising under the Organizational Documents of the Person issuing such Equity Interests (the "issuer") or under the applicable laws of such issuer's jurisdiction of organization relating to the formation, existence and governance of corporations, limited liability companies or partnerships or business trusts or other legal entities, as applicable: (i) all economic rights (including all rights to receive dividends and distributions), (ii) all voting rights and rights to consent to any particular action(s) by the applicable issuer, (iii) all management rights with respect to such issuer, (iv) in the case of any Equity Interests consisting of a general partner interest in a partnership, all powers and rights as a general partner with respect to the management, operations and control of the business and affairs of the applicable issuer, (v) in the case of any Equity Interests consisting of the membership/limited liability company interests of a managing member in a limited liability company, all powers and rights as a managing member with respect to the management, operations and control of the business and affairs of the applicable issuer, (vi) all rights to designate or appoint or vote for or remove any officers, directors, manager(s), general partner(s), managing member(s) and/or any members of any board of members/managers/partners/directors that may at any time have any rights to manage and direct the business and affairs of the applicable issuer under its Organizational Documents as in effect from time to time, (vii) all rights to amend the Organizational Documents of such issuer, (viii) in the case of any Equity Interests in a partnership or limited liability company, the status of the holder of such Equity Interests as a "partner", general or limited, or "member" (as applicable) under the applicable Organizational Documents and/or applicable state law and (ix) all certificates evidencing such Equity Interests.

"Event of Default" shall have the meaning set forth in Article X hereof.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Excluded Taxes" shall mean, with respect to any Lender or any other recipient of any payment to be made by or on account of any obligation of Borrower hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it, in each case, (i) by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located or (ii) that are Other Connection Taxes, (b) any branch profits Taxes imposed by the United States of America or any similar Tax imposed by any other jurisdiction in which Borrower is located, (c) in the case of a Lender, any withholding Tax that is imposed on amounts payable to such Lender at the time such Lender becomes a party hereto (or designates a new lending office), except to the extent that such Lender (or its assignor, if any) was entitled at the time of the designation of a new lending office (or assignment), to receive additional amounts from Borrower with respect to such withholding tax pursuant to Section 3.9, (d) Taxes attributable to such recipient's failure to comply with Section 3.9, and (e) any U.S. federal withholding Taxes imposed under FATCA.

"Executive Order No. 13224" shall mean the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

"Exposure" shall mean, with respect to any Lender as of any date of determination the sum of (i) the aggregate outstanding principal amount of the Advances of that Lender and (ii) the then undrawn Commitment of that Lender.

"FATCA" shall mean Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b)(1) of the Code, and any applicable intergovernmental agreement with respect thereto and applicable official implementing guidance thereunder.

"Financing Orders" shall mean the Interim Financing Order and the Final Financing Order, as amended and in effect from time to time in accordance herewith and therewith.

"Final Financing Commitment" shall have the meaning set forth in Section 2.1(a)(ii) hereof.

"Final Financing Order" shall mean an order of the Bankruptcy Court authorizing on a final basis the secured financing on the terms and conditions set forth in this Agreement, in substantially the form of the Interim Financing Order or as otherwise acceptable to the Lenders each in their sole discretion as may be issued or entered by the Bankruptcy Court in the Chapter 11 Case.

"Final Financing Order Advance" shall have the meaning set forth in Section 2.1(a)(ii) hereof.

"First Day Orders" shall mean all orders entered by the Bankruptcy Court on, or within five days of, the Petition Date (including, for the avoidance of doubt, the Cash Management Order) or based on motions filed on or about the Petition Date other than the motion to approve the HOVENSA Sale.

"Foreign Lender" shall mean any Lender that is organized under the Laws of a jurisdiction other than that in which Borrower is a resident for tax purposes. For purposes of this definition, the United States of America, each state or territory thereof, and the District of Columbia shall be deemed to constitute a single jurisdiction.

"GAAP" shall mean generally accepted accounting principles in the United States of America in effect from time to time.

"Governmental Body" shall mean the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantee Obligation" as to any Person (the "guaranteeing person"), shall mean any obligation, including a reimbursement, counterindemnity or similar obligation, of the guaranteeing Person that guarantees or in effect guarantees, or which is given to induce the creation of a separate obligation by another Person (including any bank under any letter of credit) that guarantees or in effect guarantees, any Indebtedness, leases, dividends or other obligations (the "primary obligations") of any other third Person (the "primary obligor") in any manner, whether directly or indirectly, including any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the Ordinary Course of Business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof as determined by the applicable Borrower in good faith.

"GVI" means the Government of the United States Virgin Islands.

"GVI Claim" shall mean the claims, to the extent secured claims, pursuant to (i) the First Priority Mortgage, dated as of May 28, 2014 granted by the Borrower in favor of GVI and (ii) Security Agreement, dated as of May 28, 2014 granted by the Borrower in favor of GVI, in each case, as in effect on the date hereof solely to the extent of such claims are outstanding immediately prior to the Petition Date.

"Hazardous Substance" shall mean, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, Hazardous Wastes, hazardous or Toxic Substances or any other material, substance or waste for which liability or standards of conduct may be imposed, including any such material, substance or waste defined in CERCLA, the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 5101, et seq.), RCRA, or any other applicable Environmental Law and in the regulations adopted pursuant thereto..

"Hazardous Wastes" shall mean all waste materials subject to regulation under CERCLA, RCRA or applicable state law, and any other applicable Federal and state laws now in force or hereafter enacted relating to hazardous waste disposal.

"HOVENSA Sale" shall mean a sale of all or substantially all of Borrower's terminal related assets under Section 363 of the Bankruptcy Code pursuant to the Asset Purchase Agreement or an asset purchase agreement for an alternative transaction, to one or more third parties.

"HOVENSA Sale Order" shall mean an order approving the HOVENSA Sale, in a form acceptable to the Lenders in their sole discretion, as may be issued or entered by the Bankruptcy Court in the Chapter 11 Case.

"HOVIC" shall have the meaning set forth in the Preamble to this Agreement.

"Indebtedness" of any Person at any date, shall mean, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services earned but not paid (other than to the extent payable in common stock Equity Interests and other than current trade payables incurred in the ordinary course of such Person's business), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all Capitalized Lease Obligations of such Person, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under or in respect of acceptances, issued and drawn letters of credit, surety bonds or similar arrangements, (g) all obligations of such Person in respect of Disqualified Capital Stock, (h) all obligations of such Person for "earnouts", purchase price adjustments, profit sharing arrangements, deferred purchase money amounts and similar payment obligations or continuing obligations of any nature of such Person payable in cash arising out of purchase and sale contracts ("Earn-Out Indebtedness"), (i) all Guarantee Obligations of such Person in respect of obligations of the kind referred to in clauses (a) through (h) above, and (j) all

obligations of the kind referred to in clauses (a) through (i) above secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Person is not liable therefor.

"Indemnified Taxes" shall mean Taxes other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower under this Agreement or any Other Documents.

"Initial Budget" shall have the meaning set forth in Section 6.7(a) hereof.

"Intellectual Property" shall mean property constituting under any Applicable Law a patent, patent application, copyright, trademark, service mark, trade name, mask work, trade secret or license or other right to use any of the foregoing.

"Interest Period" shall mean the period provided for any Domestic Rate Loan pursuant to Section 2.2(b) hereof.

"Interim Financing Commitment" shall have the meaning set forth in Section 2.1(a)(i) hereof.

"Interim Financing Order" shall mean an interim financing order, in a form acceptable to the Lenders each in their sole discretion, as may be issued or entered by the Bankruptcy Court in the Chapter 11 Case.

"Interim Financing Order Advance" shall have the meaning set forth in Section 2.1(a)(ii) hereof.

"Investments" means, for any Person: (a) the acquisition (whether for cash, property, services or securities or otherwise) of capital stock, bonds, notes, debentures, partnership, member or other ownership or equity interests or other securities of any other Person or any agreement to make any such acquisition (including any "short sale" or any sale of any securities or such interests at a time when such securities or interests are not owned by the Person entering into such sale); (b) any transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in (i) the acquisition of all or substantially all of the assets of a Person, or any business or division of a Person or (ii) any Person becoming a Subsidiary of Borrower; (c) the making of any deposit with, or advance, loan or other extension of credit to, any other Person (including the purchase of property from another Person subject to an understanding or agreement, contingent or otherwise, to resell such property to such Person); and (d) the entering into of any guarantee of, or other contingent obligation with respect to, Indebtedness or any other liability of any other Person and (without duplication) any amount committed to be advanced, lent or extended to such Person.

"Joint Venture" shall mean a corporation, partnership, limited liability company or other entity in which Borrower and their wholly-owned Subsidiaries hold, directly or indirectly, less than 51 % of the Equity Interests therein.

"Leasehold Interests" shall mean all of Borrower's right, title and interest in and to, and as lessee, of any premises.

"Lender" and "Lenders" shall have the meaning ascribed to such term in the preamble to this Agreement and shall include each Person which becomes a transferee, successor or assign of any Lender pursuant to Section 15.3.

"Lien" shall mean any mortgage, pledge, hypothecation, encumbrance, lien (statutory or other), charge or other security interest.

"Loan Funding Account" shall mean an account held by Hovic or an Affiliate of and under common control with Hovic or Hess Corporation.

"Material Adverse Effect" shall mean a material adverse effect on (a) the assets, properties, liabilities (actual or contingent), operations, or condition (financial or otherwise) of the Borrower; (b) the validity or enforceability of this Agreement; or (c) the rights or remedies of the Lenders hereunder; *provided* however, that none of the events leading up to nor the commencement of the Chapter 11 Case nor the events that customarily occur following the commencement of a case under Chapter 11 of the Bankruptcy Code, in each case, to the extent disclosed in writing to the Lenders prior to the Petition Date, shall constitute a Material Adverse Effect.

"Material Budget Deviation" shall have the meaning set forth in Section 6.7(b) hereof.

"Material Contract" shall mean any contract, agreement, instrument, permit, lease or license, written or oral, of Borrower, which are material to Borrower's business or which, the failure to comply with, could reasonably be expected to result in a Material Adverse Effect.

"Maturity Date" shall mean the earlier to occur of (a) the date of the closing of the HOVENSA Sale, (b) 150 days from the Petition Date, (c) the date on which the Asset Purchase Agreement in connection with the HOVENSA Sale terminates pursuant to its terms or is ineffective for any reason, (d) upon seven (7) Business Days' notice to Borrower, the date on which, in the reasonable judgment of the Lenders, the HOVENSA Sale process has been abandoned or is unlikely to result in the consummation of the HOVENSA Sale prior to the date that is 150 days from the Petition Date and (e) the date on which either Lender accelerates the Advances pursuant to Section 11.1 following the occurrence of an Event of Default.

"Obligations" shall mean and include any and all loans (including without limitation, all Advances), advances, debts, liabilities, obligations, covenants and duties owing by Borrower to Lenders or to any other direct or indirect Subsidiary or Affiliate of any Lender of any kind or nature, present or future (including any interest or other amounts accruing thereon, any fees accruing under or in connection therewith, any costs and expenses of any Person payable by Borrower and any indemnification obligations payable by Borrower arising or payable after maturity, or after the filing of any petition in bankruptcy, or the commencement of any

insolvency, reorganization or like proceeding relating to Borrower, whether or not a claim for post-filing or post-petition interest, fees or other amounts is allowable or allowed in such proceeding), whether or not evidenced by any note, guaranty or other instrument, whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, contractual or tortious, liquidated or unliquidated, regardless of by what agreement or instrument they may be evidenced or whether evidenced by any agreement or instrument, in any such case to the extent advanced to Borrower, arising under or out of and/or related to this Agreement, the Other Documents and any amendments, extensions, renewals or increases thereto, including all costs and expenses of incurred by each Lender in connection with the enforcement of the Lender's rights of collection in connection with an Event of Default hereunder.

"Ordinary Course of Business" shall mean with respect to Borrower, the ordinary course of Borrower's business as conducted on the Closing Date.

"Organizational Documents" shall mean, with respect to any Person, any charter, articles or certificate of incorporation, certificate of organization, registration or formation, certificate of partnership or limited partnership, bylaws, operating agreement, limited liability company agreement, or partnership agreement of such Person and any and all other applicable documents relating to such Person's formation, organization or entity governance matters (including any shareholders' or equity holders' agreement or voting trust agreement) and specifically includes, without limitation, any certificates of designation for preferred stock or other forms of preferred equity.

"Other Connection Taxes" shall mean, with respect to any Lender or other recipient under this Agreement, Taxes imposed as a result of a present or former connection between such recipient and the jurisdiction imposing such Tax (other than connections arising from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced this Agreement or any Other Documents, or sold or assigned an interest in any Loan, this Agreement, or any Other Documents).

"Other Documents" shall mean any and all other agreements, instruments and documents, subordination and/or intercreditor agreements, guaranties, pledges, control agreements, powers of attorney, consents, interest or currency swap agreements or other similar agreements and all other writings heretofore, now or hereafter executed by Borrower and/or delivered to any Lender in respect of the transactions contemplated by this Agreement.

"Other Taxes" shall mean all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any Other Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any Other Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment.

"Payment Office" shall mean such office of each Lender, which each Lender may designate by notice to Borrower.

"PDVSA VI" shall have the meaning set forth in the Preamble to this Agreement.

"Permitted Encumbrances" shall mean (a) Liens for Taxes, assessments or other governmental charges not delinquent or being Properly Contested; (b) Liens securing the GVI Claim and the Other Documents in all respects; (c) deposits or pledges to secure obligations under worker's compensation, social security or similar laws, or under unemployment insurance; (d) deposits or pledges to secure bids, tenders, contracts (other than contracts for the payment of money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of like nature arising in the Ordinary Course of Business; (e) Liens arising by virtue of the rendition, entry or issuance against Borrower, or any property of Borrower, of any judgment, writ, order, or decree to the extent the rendition, entry, issuance or continued existence of such judgment, writ, order or decree (or any event or circumstance relating thereto) has not resulted in the occurrence of an Event of Default under Section 10.6 hereof; (f) mechanics', workers', materialmen's or other like Liens arising in the Ordinary Course of Business with respect to obligations which are not more than 30 days overdue or which are being Properly Contested; (h) other Liens incidental to the conduct of Borrower's business or the ownership of its property and assets which were not incurred in connection with the borrowing of money or the obtaining of advances or credit, and which do not in the aggregate materially detract from Lenders' rights in and to the Collateral or the value of Borrower's property or assets or which do not materially impair the use thereof in the operation of Borrower's business; and (i) easements, rights-of-way, zoning restrictions, minor defects or irregularities in title and other charges or encumbrances, in each case, which do not interfere in any material respect with the Ordinary Course of Business of Borrower.

"Person" shall mean any individual, sole proprietorship, partnership, corporation, business trust, joint stock company, trust, unincorporated organization, association, limited liability company, limited liability partnership, institution, public benefit corporation, joint venture, entity or Governmental Body (whether federal, state, county, city, municipal or otherwise, including any instrumentality, division, agency, body or department thereof).

"Petition Date" shall mean the date of the commencement of the Chapter 11 Case.

"Pre-Petition Obligations" shall mean the Unsecured Notes.

"Projected Cumulative Operating Disbursements" shall have the meaning set forth in Section 7.24 hereof.

"Properly Contested" shall mean, in the case of any Indebtedness, obligation or Lien, as applicable, of any Person (including any Taxes) that is not paid as and when due or payable by reason of such Person's bona fide dispute concerning its liability to pay same or concerning the amount thereof: (i) such Indebtedness or Lien, as applicable, is being properly contested in good faith by appropriate proceedings promptly instituted and diligently conducted; (ii) such Person has established appropriate reserves as shall be required in conformity with GAAP; (iii) the non-payment of such Indebtedness will not have a Material Adverse Effect and will not result in the forfeiture of any assets of such Person; (iv) no Lien is imposed upon any of such Person's assets with respect to such Indebtedness unless such Lien is at all times junior and subordinate in priority to the Liens in favor of the Lenders (except only with respect to property Taxes that have

priority as a matter of applicable state law) and enforcement of such Lien is stayed during the period prior to the final resolution or disposition of such dispute; (v) if such Indebtedness or Lien, as applicable, results from, or is determined by the entry, rendition or issuance against a Person or any of its assets of a judgment, writ, order or decree, enforcement of such judgment, writ, order or decree is stayed pending a timely appeal or other judicial review; and (vi) if such contest is abandoned, settled or determined adversely (in whole or in part) to such Person, such Person forthwith pays such Indebtedness and all penalties, interest and other amounts due in connection therewith.

"Ratable Share" shall mean with respect to a Lender's Commitments or Advances, the proportion that such Lender's Exposure bears to the aggregate Exposure of all Lenders.

"RCRA" shall mean the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., as same may be amended from time to time.

"Real Property" shall mean all of Borrower's right, title and interest in and to any owned and leased premises or which is hereafter owned or leased by Borrower.

"Release" shall mean any emission, spill, release, seepage, leak, escape, leaching, discharge, injection, pumping, pouring, emptying, dumping, disposing, or migration of any Hazardous Substances into the environment.

"SEC" shall mean the Securities and Exchange Commission or any successor thereto.

"Specified Conditions Precedent" means Sections 8.1 (a), (h), (k), (m), (n) and (p) and Section 8.2(b), (c), (d), (e), (f) and (g).

"Subsidiary" of any Person shall mean a corporation or other entity of whose Equity Interests having ordinary voting power (other than Equity Interests having such power only by reason of the happening of a contingency) to elect a majority of the directors of such corporation, or other Persons performing similar functions for such entity, are owned, directly or indirectly, by such Person; provided, that with respect to Borrower, Subsidiary shall refer to any such Persons, a majority of the Equity Interests of which is held directly or indirectly by the Borrower as of the Closing Date or acquired thereafter.

"Successor Case" shall mean any case under Chapter 7 of the Bankruptcy Code upon the conversion of the Chapter 11 Case, or in any other proceedings superseding or related to any of the foregoing.

"Superpriority Claim" shall mean a claim against Borrower in the Chapter 11 Case that is a superpriority administrative expense claim having priority over any or all administrative expenses and other claims of the kind specified in, or otherwise arising or ordered under, any sections of the Bankruptcy Code (including, without limitation, sections 105, 326, 328, 330, 331, 503(b), 507(a), 506(c), 507(b), 546(c) and/or 726 thereof), whether or not such claim or expenses may become secured by a judgment Lien or other non-consensual Lien, levy or attachment.

"Taxes" shall mean all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Body, including any interest, additions to tax or penalties applicable thereto.

"Term" shall mean the period from the Closing Date until the Maturity Date.

"Testing Period" shall mean for any calendar week (the "subject week") with respect to which compliance with Sections 6.7 and 7.24 are being calculated, the period commencing with the first day of the first calendar week of the Budget and ending with the last day of such subject week.

"Testing Period Report" has the meaning set forth in Section 6.7 hereof.

"Toxic Substance" shall mean and include any material present on the Real Property (including the Leasehold Interests) which has been shown to have significant adverse effect on human health or which is subject to regulation under the Toxic Substances Control Act (TSCA), 15 U.S.C. §§ 2601 et seq., applicable state law, or any other applicable Federal or state laws now in force or hereafter enacted relating to toxic substances. Toxic Substance includes but is not limited to asbestos, polychlorinated biphenyls (PCBs) and lead-based paints.

"Trading with the Enemy Act" shall mean the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any enabling legislation or executive order relating thereto.

"Transactions" shall have the meaning set forth in Section 5.5 hereof.

"Unsecured Notes" shall mean, collectively, (i) that certain note issued as of April 1, 2012 by the Borrower in favor of HOVIC in the aggregate original principal amount of $811,000,000, (ii) that certain note issued as of April 1, 2012 by the Borrower in favor of PDVSA Petróleo, S.A. in the aggregate original principal amount of $811,000,000, (iii) that certain note issued as of July 8, 2015 by the Borrower in favor of HOVIC in the aggregate original principal amount of $5,000,000 and (iv) that certain note issued as of July 8, 2015 by the Borrower in favor of PDVSA V.I. in the aggregate original principal amount of $5,000,000.

"Uniform Commercial Code" shall have the meaning set forth in Section 1.3 hereof.

"Updated Budget" has the meaning set forth in Section 6.7(a) hereof.

"USA PATRIOT Act" shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

1.3 Uniform Commercial Code Terms. All terms used herein and defined in the Uniform Commercial Code as adopted in the State of New York from time to time (the "Uniform Commercial Code") shall have the meaning given therein unless otherwise defined herein. Without limiting the foregoing, the terms "accounts", "chattel paper", "commercial tort claims", "instruments", "general intangibles", "goods", "payment intangibles", "proceeds", "supporting obligations", "securities", "investment property", "documents", "deposit accounts", "securities

accounts," "software", "letter of credit rights", "inventory", "equipment" and "fixtures", as and when used in the description of Collateral shall have the meanings given to such terms in Articles 8 or 9 of the Uniform Commercial Code. To the extent the definition of any category or type of collateral is expanded by any amendment, modification or revision to the Uniform Commercial Code, such expanded definition will apply automatically as of the date of such amendment, modification or revision.

1.4 Certain Matters of Construction. The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. All references herein to Articles and Sections shall be construed to refer to Articles and Sections of this Agreement. Any pronoun used shall be deemed to cover all genders. Wherever appropriate in the context, terms used herein in the singular also include the plural and vice versa. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. Unless otherwise provided, all references to any instruments or agreements to which Lenders are a party, including references to any of the Other Documents, shall include any and all modifications, supplements or amendments thereto, any and all restatements or replacements thereof and any and all extensions or renewals thereof. All references herein to the time of day shall mean the time in New York, New York. Unless otherwise provided, all financial calculations shall be performed with Inventory valued on a first- in, first-out basis. Whenever the words "including" or "include" shall be used, such words shall be understood to mean "including, without limitation" or "include, without limitation". A Default or Event of Default shall be deemed to exist at all times during the period commencing on the date that such Default or Event of Default occurs to the date on which such Default or Event of Default is waived in writing pursuant to this Agreement or, in the case of a Default, is cured within any period of cure expressly provided for in this Agreement; and an Event of Default shall "continue" or be "continuing" until such Event of Default has been waived in writing by the Lenders, as applicable. Any Lien referred to in this Agreement or any of the Other Documents as having been created in favor of Lenders, any agreement entered into by Lenders pursuant to this Agreement or any of the Other Documents, any payment made by or to or funds received by Lenders pursuant to or as contemplated by this Agreement or any of the Other Documents, or any act taken or omitted to be taken by Lenders, shall, unless otherwise expressly provided, be created, entered into, made or received, or taken or omitted, for the benefit or account of Lenders. Wherever the phrase "to the best of Borrower's knowledge" or words of similar import relating to the knowledge or the awareness of Borrower are used in this Agreement or Other Documents, such phrase shall mean and refer to (i) the actual knowledge of a senior officer of Borrower or (ii) the knowledge that a senior officer would have obtained if he had engaged in good faith and diligent performance of his duties, including the making of such reasonably specific inquiries as may be necessary of the employees or agents of Borrower and a good faith attempt to ascertain the existence or accuracy of the matter to which such phrase relates. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or otherwise within the limitations of, another covenant shall not avoid the occurrence of a default if such action is taken or condition exists. In addition, all representations and warranties hereunder shall be given independent effect so that if a particular representation or warranty proves to be incorrect or is breached, the fact that another representation or warranty concerning the same or similar subject matter is correct or is not breached will not affect the incorrectness of a breach of a representation or warranty hereunder.

1.5 Certain Bankruptcy Matters.

(a) In the event of a conflict between, or inconsistency among, the Financing Orders, on the one hand, and this Agreement and any Other Documents, on the other hand, the applicable Financing Order shall control.

(b) Notwithstanding anything to the contrary contained herein or elsewhere:

(i) Lenders shall not be required to prepare, file, register or publish any financing statements, mortgages, hypothecs, account control agreements, notices of Lien or similar instruments in any jurisdiction or filing or registration office, or to take possession of any Collateral or to take any other action in order to validate, render enforceable or perfect the Liens on the Collateral granted by or pursuant to this Agreement, the Financing Orders or any Other Document. If Lenders from time to time elect to prepare, file, register or publish any such financing statements, mortgages, hypothecs, account control agreements, notices of Lien or similar instruments, take possession of Collateral, or take any other action to validate, render enforceable or perfect all or any portion of the Lenders' Liens on the Collateral, (A) all such documents and actions shall be deemed to have been filed, registered, published or recorded or taken at the time and on the date that the Interim Financing Order is entered and (B) shall not negate or impair the validity or effectiveness of this Section 1.6(c) or of the perfection of any other Liens in favor of the Lenders, on the Collateral.

(ii) Except as otherwise agreed to by the Lenders, the Liens, Lien priorities, DIP Superpriority Claim and other rights and remedies granted to the Lenders pursuant to this Agreement, the Financing Orders or the Other Documents (specifically including, but not limited to, the existence, perfection, enforceability and priority of the Liens provided for herein and therein, the DIP Superpriority Claim provided herein and therein) shall not be modified, altered or impaired in any manner by any other financing or extension of credit or incurrence of indebtedness by Borrower (pursuant to Section 364 of the Bankruptcy Code or otherwise), or by dismissal or conversion of the Chapter 11 Case, or by any other act or omission whatsoever.

(c) Without limiting the generality of the foregoing, notwithstanding any such financing, extension, incurrence, dismissal, conversion, act or omission:

(i) subject only to valid, perfected, non-avoidable pre-petition Permitted Encumbrances and the Carve-Out and to the extent provided in any of the Financing Orders and subject to the Financing Orders, no costs or expenses of administration which have been or may be incurred in the Chapter 11 Case or any conversion of the same or in any other proceedings related thereto, and no priority claims, are or will be prior to any or on a parity with any claim of any Lender against Borrower in respect of any Obligations;

(ii) other than as provided in the Financing Orders or the Other Documents, the Lenders' Liens on the Collateral shall constitute valid, enforceable and perfected first priority Liens, and shall be prior to all other Liens, now existing or hereafter arising, in favor of any other creditor or other Person; and

(iii) to the extent provided in any of the Financing Orders, the Lenders' Liens on the Collateral shall continue to be valid, enforceable and perfected without the need for the Agent or any Lender to prepare, file, register or publish any financing statements, mortgages, hypothecs, account control agreements, notices of Lien or similar instruments or to otherwise perfect the Agent's Liens under applicable non-bankruptcy law.

II. COMMITMENTS AND FACILITIES.

2.1 Advances.

(a) Advances. Subject to the terms and conditions set forth in this Agreement and relying on the representations and warranties herein set forth, the Lenders, will make advances with funds in the Loan Funding Account (such advances are referred to as the "Advances") in an aggregate amount not exceeding each Lender's Commitment Percentage of the aggregate amount of the Commitments to be used for the purposes identified in Section 2.11 consisting of the following:

i. from time to time on any Business Day during the period from the Closing Date up to but excluding the date upon which the Final Financing Order is entered, an aggregate amount of up to $10 million (the "Interim Financing Commitment"), provided that the conditions set forth in Section 8.1 have been satisfied (such advance(s), the "Interim Financing Order Advance"); and

ii. from time to time on any Business Day, following entry of the Final Financing Order, an aggregate amount of $30 million (the "Final Financing Commitment") provided that the conditions set forth in Section 8.1 and 8.2 have been satisfied (such advance(s), the "Final Financing Order Advance")

provided, however, that, after giving effect to any of the Advances, the aggregate principal amount of all Advances, including Advances which are repaid or prepaid, shall not exceed the original amount of the Commitments of all Lenders. Amounts borrowed as Advances which are repaid or prepaid may not be reborrowed.

2.2 Procedure for Requesting Advances; Prepayment of Advances.

(a) If any amount required to be paid as interest in cash hereunder, or as fees or other charges, costs or expenses under this Agreement or any Other Document, or with respect to any other Obligation, becomes due and payable and is not paid in cash on the date when due, the same shall be deemed a request for an Advance maintained as a Domestic Rate Loan as of the date such payment is due and payable, in the amount required to pay in full such interest, fee, charge, costs, expenses or Obligation under this Agreement or any other agreement with Lenders, and such request shall be irrevocable, and such deemed request shall be deemed binding on Borrower and Lenders shall be obliged to fund their respective Commitment Percentages of the same regardless of whether any of the conditions under Sections 8.2 or 2.2 shall not be satisfied at such time.

(b) With three (3) Business Days' written notice from the Borrower to the Lenders, Lenders shall make Interim Financing Order Advances and Final Financing Order Advances (in each case, with funds available in the Loan Funding Account), which Advances will be Domestic Rate Loans with an initial Interest Period of one month.

(c) At its option and upon written notice given prior to 10:00 a.m. at least one (1) Business Day prior to the date of such prepayment, Borrower may prepay Domestic Rate Loans in whole at any time or in part from time to time with accrued interest on the principal being prepaid to the date of such repayment.

2.3 Disbursement of Advance Proceeds. All Advances shall be disbursed from whichever office or other place Lenders may designate from time to time and, together with any and all other Obligations of Borrower to Lenders, shall be charged to Borrower's Account on Lenders' books. The proceeds of each Advance requested by Borrower on behalf of Borrower or deemed to have been requested by Borrower under Section 2.2(a) hereof shall, with respect to requested Advances to the extent Lenders make such Advances, be made available to the applicable Borrower on the day so requested, subject to the notice requirements contained in Section 2.2, by way of credit to Borrower's operating account at JPMorgan Chase Bank (account number 323 022 367), or such other bank as Borrower may designate following notification to Lenders, in immediately available federal funds or other immediately available funds or, with respect to Advances deemed to have been requested by Borrower, be disbursed to Lenders to be applied to the outstanding Obligations giving rise to such deemed request.

2.4 [Intentionally Omitted].

2.5 Repayment of Advances.

(a) The Advances shall be due and payable in full on the Maturity Date unless otherwise agreed by the Lenders.

(b) All payments of principal, interest and other amounts payable to the Lenders hereunder, or under any of the Other Documents shall be made to Lenders in accordance with the Lenders' applicable Commitment Percentages.

(c) Borrower shall pay principal, interest, and all other amounts payable hereunder, or under any related agreement, without any deduction whatsoever, including, but not limited to, any deduction for any setoff, recoupment or counterclaim.

(d) *Pro Rata Treatment and Sharing of Setoffs*.

(i) Each Advance, each payment or prepayment of principal of any Advance, each payment of interest and other charges on the Advances, each reduction of the Commitments, each payment of proceeds of Collateral or other collections, and generally each payment by the Borrower or distribution of proceeds of Collateral or other assets of the Borrower (other than indemnities pursuant to Section 15.5 hereof) shall be allocated pro rata among the Lenders in accordance with their respective applicable Commitments (or, if such Commitments shall have expired or been terminated, in accordance with the respective principal amounts of their outstanding Loans).

(ii) Each Lender agrees that if it shall, through the exercise of a right pursuant to a security interest, setoff or counterclaim against the Borrower or any other Loan Party, or pursuant to a secured claim under Section 506 of Title 11 of the United States Code or other security or interest arising from, or in lieu of, such secured claim, received by such Lender under any applicable bankruptcy, insolvency or other similar law or otherwise, or by any other means, obtain payment (voluntary or involuntary) in respect of any Advance as a result of which the unpaid principal portion of its Loans shall be proportionately less than the unpaid principal portion of the Advance of any other Lender, it shall be deemed simultaneously to have purchased from such other Lender at face value, and shall promptly pay to such other Lender the purchase price for, a participation in the Advances of such other Lender, so that the aggregate unpaid principal amount of the Advances held by each Lender shall be in the same proportion to the aggregate unpaid principal amount of all Advances then outstanding as the principal amount of its Advances prior to such exercise of such security interest, setoff or counterclaim or other event was to the principal amount of all Advances outstanding prior to such exercise of security interest, setoff or counterclaim or other event; provided, however, that if any such purchase or purchases or adjustments shall be made pursuant to this Section 2.5(d)(ii) and the payment giving rise thereto shall thereafter be recovered, such purchase or purchases or adjustments shall be rescinded to the extent of such recovery and the purchase price or prices or adjustment restored without interest. The Borrower expressly consents to the foregoing arrangements.

2.6 Repayment of Excess Advances. The aggregate balance of Advances in excess of the maximum amount of Advances permitted hereunder shall be immediately due and payable, without the necessity of any demand, at the Payment Office, whether or not a Default or Event of Default has occurred.

2.7 Statement of Account. Lenders shall maintain, in accordance with their customary procedures, a loan account (the "Borrower's Account") in the name of Borrower in which shall be recorded the date and amount of each Advance made to the Borrower and the date and amount of each payment in respect thereof; provided, however, the failure by Lenders to record the date and amount of any Advance shall not adversely affect any Lender. Each month, Lenders shall send to Borrower a statement showing the accounting for the Advances made, payments made or credited in respect thereof, and other transactions between Lenders and Borrower during such month. The monthly statements shall be deemed correct and binding upon Borrower in the absence of manifest error and shall constitute an account stated between Lenders and Borrower unless Lenders receive a written statement of Borrower's specific exceptions thereto within thirty (30) days after such statement is received by Borrower. The records of Lenders with respect to the loan account shall be conclusive evidence absent manifest error of the amounts of Advances and other charges thereto and of payments applicable thereto.

2.8 Additional Payments. Any sums expended by any Lender due to Borrower's failure to perform or comply with its obligations under this Agreement or any Other Document, may be charged to Borrower's Account as an Advance and Borrower shall be deemed to have authorized such charge and Lenders shall be obliged to fund their respective Commitment Percentages of the same regardless of whether any of the conditions under Sections 8.2 or 2.2 shall not be satisfied at the time such sum is expended or whether the Commitments of the Lenders hereunder shall have otherwise been terminated at such time.

2.9 Manner of Borrowing and Payment.

(a) Each borrowing of Advances shall be advanced according to the applicable Ratable Shares of Lenders.

(b) Each payment (including each prepayment) by Borrower on account of the principal of and interest on the Advances, shall be applied to the Advances according to the applicable Ratable Shares of Lenders with respect to the Commitments. Except as expressly provided herein, all payments (including prepayments) to be made by Borrower on account of principal, interest and fees shall be made without set off or counterclaim and shall be made to the Lenders to the Payment Office, in each case on or prior to 1:00 P.M. in Dollars and in immediately available funds.

(c) If any Lender (a "Benefited Lender") shall at any time receive any payment of all or part of its Advances, or interest thereon, or receive any Collateral in respect thereof (whether voluntarily or involuntarily or by set-off) in a greater proportion than any such payment to and Collateral received by the other Lender, if any, in respect of such other Lender's Advances, or interest thereon, and such greater proportionate payment or receipt of Collateral is not expressly permitted hereunder, such Benefited Lender shall purchase for cash from the other Lender a participation in such portion of each such other Lender's Advances, or shall provide such other Lender with the benefits of any such Collateral, or the proceeds thereof, as shall be necessary to cause such Benefited Lender to share the excess payment or benefits of such Collateral or proceeds ratably with each of the other Lender; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefited Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest. Borrower consents to the foregoing and agrees, to the extent it may effectively do so under Applicable Law, that each Lender so purchasing a portion of another Lender's Advances may exercise all rights of payment (including rights of set-off and counterclaim) with respect to such portion as fully as if such Lender were the direct holder of such portion, and the obligations owing to each such purchasing Lender in respect of such participation and such purchased portion of any other Lender's Advances shall be part of the Obligations secured by the Collateral.

2.10 Voluntary Prepayments, Voluntary Commitment Reductions, Mandatory Prepayments.

(a) Borrower shall have the right at its option from time to time to prepay the Advances in whole or part without premium or penalty. Whenever Borrower desires to prepay any part of the Advances, it shall provide a written prepayment notice to the Lenders by 1:00 p.m. at least one (1) Business Day prior to the date of prepayment of the Advances. All prepayment notices shall be irrevocable.

(b) Subject to Section 4.3 hereof and to the applicable terms and conditions of the GVI Claim, when Borrower sells or otherwise disposes of any Collateral, other than Inventory in the Ordinary Course of Business, including receipt of the proceeds of any condemnation or governmental taking with respect to any of the Collateral or any

proceeds of any property or casualty insurance upon any loss or destruction of any of the Collateral, Borrower shall repay the Advances in an amount equal to one hundred percent (100%) of the net cash proceeds of such sale or disposition (i.e., gross proceeds less the reasonable costs of such sales or other dispositions), such repayments to be made without premium or penalty and promptly but in no event more than one (1) Business Day following receipt of such net cash proceeds, and until the date of such payment, such proceeds shall be held in trust for Lenders. The foregoing shall not be deemed to be implied consent to any such sale otherwise prohibited by the terms and conditions hereof.

(c) If any capital stock or Indebtedness shall be issued or incurred by Borrower or its Subsidiaries (excluding any Indebtedness incurred in accordance with Section 7.8), Borrower shall repay the Advances in an amount equal to one hundred percent (100%) of the net cash proceeds of such issuance or incurrence (i.e., gross proceeds less the reasonable costs of such issuance or incurrence), such repayments to be made without premium or penalty (except if and to the extent applicable under Section 2.2(f)) and promptly but in no event more than one (1) Business Day following receipt of such net cash proceeds, and until the date of payment, such proceeds shall be held in trust for Agent.

2.11 Use of Proceeds.

(a) Borrower shall apply the proceeds of Advances (i) to pay costs and expenses in connection with the DIP Facility and the Chapter 11 Case and (ii) to provide ongoing working capital financing for Borrower and provide financial for general corporate purposes, in each case subject to compliance with the terms, conditions and amounts set forth in the Budget. Notwithstanding anything herein to the contrary herein, the proceeds of the Advances may not be used to fund distributions to creditors without the prior written consent of the Lenders and an order of the Bankruptcy Court.

(b) Without limiting the generality of Section 2.11(a) above, neither Borrower, nor any other Person which may in the future become party to this Agreement or the Other Documents as a Borrower, intends to use nor shall they use any portion of the proceeds of the Advances, directly or indirectly, for any purpose in violation of the Trading with the Enemy Act.

(c) With the prior consent of the Lenders, the Borrower may file amendments to the Budget from time to time solely for purposes of allowing the Borrower to request Advances in amounts and/or frequencies other than those set forth in the then applicable Budget. Upon effectiveness of such an amendment to a Budget (which effectiveness will not be earlier than seven (7) Business Days prior to the filing thereof with the Bankruptcy Court), (i) the relevant line item of cash inflows in the relevant Budget will be deemed amended for all purposes (including for purposes of Section 6.07 of this Agreement) under this Agreement, the Other Documents and the DIP Order, and (ii) Advances may be made (subject to the DIP Commitments) in such amounts and with such frequencies as are set forth in the Budget after giving effect to such an amendment.

2.12 [Intentionally Omitted].

2.13 Bankruptcy Matters. (a) The Chapter 11 Case shall be commenced on the Petition Date in accordance with applicable law and proper notice thereof and proper notice for (i) the interim and final hearing with respect to the motion seeking approval of this Agreement and the Other Documents and the Financing Orders and (ii) the hearing for the approval of the Bidding Procedures Order and HOVENSA Sale Order shall be given. The Debtor shall give, on a timely basis as specified in the Financing Orders, the Bidding Procedures Order and the HOVENSA Sale Order all notices required therein.

(b) The Obligations constitute allowed administrative expense claims in the Chapter 11 Case having priority over all administrative expense claims and unsecured claims against Borrower now existing or hereafter arising, of any kind whatsoever, except the GVI Claim and subject to the Carve-Out.

(c) The Obligations will be secured by a perfected first priority Lien on all of the Collateral, subject to the terms of the Financing Orders and senior in priority to any other Liens on the Collateral (except valid, perfected, non-avoidable pre-petition Permitted Encumbrances and subject to the Carve-Out).

(d) Notwithstanding the provisions of Section 362 of the Bankruptcy Code and subject to the applicable provisions of the Interim Financing Order or the Final Financing Order, as the case may be, upon the maturity (whether by acceleration or otherwise) of any of the Obligations, the Lenders shall be entitled to immediate payment of such Obligations and to enforce the remedies provided for hereunder or under applicable law, without further application to or order by the Bankruptcy Court, subject to the terms of this Agreement and the Other Documents and (i) so long as it is effective, the Interim Financing Order and (ii) upon its entry, the Final Financing Order.

III. INTEREST AND FEES.

3.1 Interest. Interest on Advances shall be payable in arrears on the first day of each month with respect to Domestic Rate Loans. Interest charges shall be computed on the actual principal amount of Advances outstanding during the month at the Applicable Rate. Upon and after the occurrence of an Event of Default, and during the continuation thereof, the Lenders, may elect an increase in the interest rate to the Default Rate referenced below, and with written notice from Lenders to Borrower of the exercise of such direction (or, in the case of any Event of Default under Section 10.1, immediately and automatically upon the occurrence of any such Event of Default without the requirement of any affirmative action by any party), the Obligations shall bear interest at the Applicable Rate plus two (2.00%) percent per annum (as applicable, the "Default Rate").

3.2 [Intentionally Omitted].

3.3 [Intentionally Omitted]

3.4 [Intentionally Omitted]

3.5 Computation of Interest and Fees. Interest and fees hereunder shall be computed on the basis of a year of 360 days and for the actual number of days elapsed. If any payment to

be made hereunder becomes due and payable on a day other than a Business Day, the due date thereof shall be extended to the next succeeding Business Day and interest thereon shall be payable at the Applicable Rate during such extension.

3.6 Maximum Charges. In no event whatsoever shall interest and other charges charged hereunder exceed the highest rate permissible under law. In the event interest and other charges as computed hereunder would otherwise exceed the highest rate permitted under law, such excess amount shall be first applied to any unpaid principal balance owed by Borrower, and if the then remaining excess amount is greater than the previously unpaid principal balance, Lenders shall promptly refund such excess amount to Borrower and the provisions hereof shall be deemed amended to provide for such permissible rate.

3.7 Increased Costs. In the event that any Applicable Law, treaty or governmental regulation, or any Change in Law or in the interpretation or application thereof, or compliance by any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Body or financial, monetary or other authority, shall:

(a) subject any Lender to any Tax with respect to this Agreement or any Other Document (except for Indemnified Taxes or Other Taxes covered by Section 3.9 and the imposition of any Excluded Tax payable by such Lender or the Issuing Lender); or

(b) impose, modify or hold applicable any reserve, special deposit, assessment or similar requirement against assets held by, or deposits in or for the account of, advances or loans by, or other credit extended by, any office of any Lender, including pursuant to Regulation D of the Board of Governors of the Federal Reserve System;

and the result of any of the foregoing is to increase the cost to any Lender of making, renewing or maintaining its Advances hereunder by an amount that such Lender deems to be material or to reduce the amount of any payment (whether of principal, interest or otherwise) in respect of any of the Advances by an amount that such Lender deems to be material, then, in any case Borrower shall promptly pay such Lender, upon its demand, such additional amount as will compensate such Lender for such additional cost or such reduction. Such Lender shall certify the amount of such additional cost or reduced amount to Borrower, and such certification shall be conclusive absent manifest error.

3.8 [Intentionally Omitted].

3.9 Gross Up for Taxes. Any and all payments by or on account of any obligation of Borrower hereunder or under any Other Document shall be made free and clear of and without deduction or withholding for any Taxes, except as required by Applicable Law. If Borrower or other applicable withholding agent shall be required by Applicable Law to deduct or withhold any Tax from any such payment, then the applicable withholding agent (i) shall make such deduction or withholding, (ii) shall timely pay the full amount deducted to the relevant Governmental Body in accordance with Applicable Law, and (iii) if such Tax is an Indemnified Tax or Other Tax, then the sum payable shall be increased as necessary so that after making all required deductions or withholdings (including deductions or withholdings applicable to additional sums payable under this Section) Lender receives an amount equal to the sum it would

have received had no such deductions been made. Borrower shall timely pay any Other Taxes to the relevant Governmental Body in accordance with applicable Law.

3.9 Tax Indemnification.

Without limiting the provisions of Sections 3.9, Borrower shall, and does hereby, indemnify each Lender, within ten days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under Section 3.9) payable or paid by such Lender or required to be withheld or deducted from a payment to such Lender and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Body. A certificate as to the amount of such payment or liability delivered to Borrower by a Lender shall be conclusive absent manifest error.

3.10 Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified by the Borrower or with respect to which Borrower has paid additional amounts pursuant to Sections 3.9 or 3.10, it shall pay to the Borrower an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by Borrower under Section 3.9 or 3.10 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) incurred by such indemnified party, and without interest (other than any interest paid by the relevant Governmental Body with respect to such refund), provided that the Borrower, upon the request of the indemnified party, agrees to repay the amount paid over to the Borrower pursuant to this subsection (plus any penalties, interest or other charges imposed by the relevant Governmental Body) to the indemnified party in the event the indemnified party is required to repay such refund to such Governmental Body. Notwithstanding anything to the contrary in this subsection, in no event will the applicable indemnified party be required to pay any amount to the Borrower pursuant to this subsection the payment of which would place the indemnified party in a less favorable net after-Tax position than such indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This subsection shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to Borrower or any other Person.

3.11 Withholding Tax Exemption.

(a) Each Lender shall, at such times as are reasonably requested by Borrower, provide Borrower with any documentation prescribed by law, or reasonably requested by Borrower, certifying as to any entitlement of such Lender to an exemption from, or reduction in, any withholding Tax with respect to any payments to be made to such Lender hereunder or under the Other Documents. Each such Lender shall, whenever a lapse in time or change in circumstances renders such documentation expired, obsolete or inaccurate in any material respect, deliver promptly to Borrower updated or other appropriate documentation (including any new documentation reasonably requested by the applicable withholding agent) or promptly notify Borrower of its inability to do so. Unless the applicable withholding agent has received forms or other documents satisfactory to it indicating that payments under this Agreement or any

Other Document to or for a Lender are not subject to withholding Tax or are subject to such Tax at a rate reduced by an applicable tax treaty, Borrower, or other applicable withholding agent shall withhold amounts required to be withheld by applicable law from such payments at the applicable statutory rate.

(b) Without limiting the generality of the foregoing:

(i) Each Lender that is a "United States person" as defined in Section 7701(a)(30) of the Code shall deliver to the Borrower on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax.

(ii) Each Foreign Lender agrees that it will deliver to Borrower on or before the date on which it becomes a party to this Agreement (and from time to time thereafter when required by law or upon the reasonable request of Borrower) whichever of the following is applicable:

(A) two duly original completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (or any successor forms) claiming eligibility for benefits of an income tax treaty to which the United States of America is a party,

(B) two duly original completed copies of Internal Revenue Service Form W-8ECI (or any successor forms),

(C) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate to the effect that such Foreign Lender is not (A) a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of Borrower within the meaning of Section 881(c)(3)(B) of the Code or (C) a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code, and that no payments in connection with this Agreement or any Other Documents are effectively connected with such Lender's conduct of a U.S. trade or business and (y) two duly original completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (or any successor forms), or

(D) to the extent a Foreign Lender is not the beneficial owner, executed copies of Internal Revenue Service Form W-8IMY, accompanied by Internal Revenue Service Form W-8ECI, W-8BEN, W-8BEN-E, W-9, a certificate described in subparagraph (C) of this section, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interests exemption, such Foreign Lender may provide a certificate

described in subparagraph (C) of this section on behalf of each such direct and indirect partner.

(iii) Any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower), executed originals of any other form prescribed by Applicable Laws as a basis for claiming exemption from or a reduction in United States federal withholding Tax, duly completed together with such supplementary documentation as may be prescribed by Applicable Laws to permit the Borrower to determine the withholding or deduction required to be made.

(iv) If a payment made to a Lender under this Agreement or any Other Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to Borrower at the time or times prescribed by law and at such time or times reasonably requested by Borrower such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by Borrower or Agent as may be necessary for Borrower to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (iv), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(v) Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, or after the occurrence of any event requiring a change in the form or certification so delivered by it, such Lender shall update such form or certification or promptly notify Borrower and the other Lender in writing of its legal inability to do so.

IV. COLLATERAL: GENERAL TERMS

4.1 Security Interest in the Collateral. To secure the prompt payment and performance of the Obligations to each Lender and each other holder of any of the Obligations, Borrower hereby assigns, pledges and grants to Lenders a continuing security interest in and to and Lien on all of the Collateral, whether now owned or existing or hereafter acquired or arising and wherever located. Borrower shall mark its books and records as may be necessary or appropriate to evidence, protect and perfect Lenders' security interest and shall cause its financial statements to reflect such security interest.

4.2 Perfection of Security Interest. Borrower shall take all action that may be necessary or desirable, or that Lenders may request, so as at all times to maintain the validity, perfection, enforceability and priority of Lenders' security interest in and Lien on the Collateral or to enable Lenders to protect, exercise or enforce their rights hereunder and in the Collateral, including, but not limited to, (i) immediately discharging all Liens other than the Permitted Encumbrances, (ii) delivering to Lenders, endorsed or accompanied by such instruments of

assignment as Lenders may specify, and stamping or marking, in such manner as Lenders may specify, any and all chattel paper, instruments, letters of credits and advices thereof and documents evidencing or forming a part of the Collateral, (iii) entering into warehousing, lockbox and other custodial arrangements satisfactory to Lenders, and (iv) executing and delivering financing statements, control agreements, instruments of pledge, mortgages, notices and assignments, in each case in form and substance satisfactory to Lenders, relating to the creation, validity, perfection, maintenance or continuation of Lender's security interest and Lien under the Uniform Commercial Code or other Applicable Law. By its signature hereto, Borrower hereby authorizes Lenders to file against Borrower, one or more financing, continuation or amendment statements pursuant to the Uniform Commercial Code in form and substance satisfactory to Lenders (which statements may have a description of collateral which is broader than that set forth herein, including without limitation a description of collateral as "all assets" and/or "all personal property" of Borrower).

4.3 Disposition of Collateral. Borrower will safeguard and protect all Collateral and make no disposition of any Collateral or any other property or assets of Borrower whether by sale, lease or otherwise except (a) the sale of Inventory in the Ordinary Course of Business, and (b) the disposition or transfer of obsolete and worn-out Equipment in the Ordinary Course of Business during any fiscal year, provided that any such sale or disposition under clause (b) shall be subject to the provisions of Section 2.10(b), in each case, except in connection with the consummation of the HOVENSA Sale pursuant to the HOVENSA Sale Order.

4.4 Preservation of Collateral. Following the occurrence and during the continuance of a Default or Event of Default, in addition to the rights and remedies set forth in Section 11.1 hereof, Lenders: (a) may at any time take such steps as Lenders deems necessary or desirable to protect Lenders' interest in and to preserve the Collateral; (b) may lease warehouse facilities to which Lenders may move all or part of the Collateral; (c) may use Borrower's owned or leased lifts, hoists, trucks and other facilities or equipment for handling or removing the Collateral; and (d) shall have, and is hereby granted, a right of ingress and egress to the places where the Collateral is located, and may proceed over and through any of Borrower's owned or leased property. Borrower shall cooperate fully with all of Lenders' efforts to preserve the Collateral and will take such actions to preserve the Collateral as Lenders may direct. All of Lenders' reasonable and documented expenses of preserving the Collateral, including any expenses relating to the bonding of a custodian, shall, if the Lenders so elect, be charged to Borrower's Account as an Advance, and such charge shall be deemed authorized by Borrower and Lenders shall be obliged to fund their respective Commitment Percentages (as applicable) of the same regardless of whether any of the conditions under Sections 8.2 or 2.2 shall not be satisfied at such time or whether the relevant Commitments of the Lenders hereunder shall have otherwise been terminated at such time.

4.5 Collateral and Assets.

(a) With respect to the Collateral, at the time the Collateral becomes subject to Lenders' security interest: (i) except for Permitted Encumbrances and subject to the Carve-Out, the Collateral shall be free and clear of all Liens and encumbrances whatsoever; (ii) each document and agreement executed by Borrower or delivered to or any Lender in connection with this Agreement shall be true and correct in all respects; and (iii) all

signatures and endorsements of Borrower that appear on such documents and agreements shall be genuine and Borrower shall have full capacity to execute same.

4.6 Defense of Lenders' Interests. Until (a) payment and performance in full of all of the Obligations and (b) termination of this Agreement, Lenders' interests in the Collateral shall continue in full force and effect. During such period Borrower shall not, without each Lender's prior written consent, pledge, sell (except for sales of Inventory in the Ordinary Course of Business and other sales and dispositions to the extent permitted in Section 4.3 hereof), assign, transfer, create or suffer to exist a Lien upon or encumber or allow or suffer to be encumbered in any way except for Permitted Encumbrances and the Carve-Out, any part of the Collateral or any other property or assets of Borrower. Borrower shall defend Lenders' interests in the Collateral against any and all Persons whatsoever.

4.7 Books and Records. Borrower shall (a) keep proper books of record and account in which, true and correct entries will be made of all dealings or transactions of or in relation to its business and affairs; (b) set up on its books accruals with respect to all Taxes, assessments, charges, levies and claims; and (c) on a reasonably current basis set up on its books, from its earnings, allowances against doubtful Accounts, advances and investments and all other proper accruals (including by reason of enumeration, accruals for premiums, if any, due on required payments and accruals for depreciation, obsolescence, or amortization of properties), which should be set aside from such earnings in connection with its business. All determinations pursuant to this subsection shall be made in accordance with, or as required by, GAAP consistently applied, subject to the impact of the commencement of the Chapter 11 Case and the transactions contemplated thereby, and any impairment that may be applicable at such time.

4.8 Financial Disclosure. Borrower hereby irrevocably authorizes and directs all accountants and auditors employed by Borrower at any time during the Term to exhibit and deliver to each Lender copies of any of Borrower's financial statements, trial balances or other accounting records of any sort in the accountant's or auditor's possession, and to disclose to Agent and each Lender any information such accountants may have concerning such Borrower's financial status and business operations. Borrower hereby authorizes all Governmental Bodies to furnish to each Lender copies of reports or examinations relating to Borrower, whether made by Borrower or otherwise; however, each Lender will attempt to obtain such information or materials directly from Borrower prior to obtaining such information or materials from such accountants or Governmental Bodies.

4.9 Compliance with Laws. Subject to any other provisions of this Agreement or any Other Document which shall expressly require more strict compliance by Borrower with respect to any particular Applicable Law, Borrower shall comply in all material respects with all Applicable Laws with respect to the Collateral and Borrower's other property and assets or any part thereof or to the operation of Borrower's business the non-compliance with which could reasonably be expected to have a Material Adverse Effect.

4.10 Inspection of Premises and Inspections/Evaluation of Collateral. At all reasonable times and from time to time as often as the Lenders elect each in their sole respective discretion, each Lender shall have full access to and the right to audit, check, inspect and make abstracts and copies from Borrower's books, records, audits, correspondence and all other papers

relating to the Collateral and Borrower's other property and assets and the operation of Borrower's business. Any Lender and its agents may enter upon any premises of Borrower at any time during business hours and at any other reasonable time, and from time to time as often as such Lender may elect in its sole discretion, for the purpose of inspecting, auditing and evaluating the Collateral and Borrower's other property and assets and any and all records pertaining thereto and the operation of Borrower's business.

4.11 Insurance. The assets and properties of Borrower at all times shall be maintained in accordance with the requirements of all insurance carriers which provide insurance with respect to the assets and properties of Borrower so that such insurance shall remain in full force and effect. Borrower shall bear the full risk of any loss of any nature whatsoever with respect to the Collateral and Borrower's other property and assets.

4.12 Other Agreements; No Individual Right to Enforce Remedies; Collective Action. Each Lender agrees that it shall not, without the express consent of the other Lender, and that it shall, to the extent it is lawfully entitled to do so, upon the request if the other Lender set off against the Obligations, any amounts owing by such Lender to Borrower or any deposit accounts of Borrower now or hereafter maintained with such Lender. Anything in this Agreement notwithstanding, each of the Lenders further agrees that it shall not, unless specifically requested to do so by the other Lender including prior and after the occurrence of an Event of Default, take any action to protect its rights arising out of this Agreement or the Other Documents (including the exercise of remedies), it being the intent of the Lenders that such action to protect or enforce rights under this Agreement and the Other Documents shall only be taken at the direction or with the consent of both Lenders; provided, however, that acceleration of the Advances held by one Lender may be declared unilaterally by such Lender pursuant to Section 11.1 hereof.

4.13 Payment of Taxes and other Obligations. In accordance with the Bankruptcy Code and subject to any required approval by any applicable order of the Bankruptcy Court, Borrower will pay or cause to be paid, when due, all material post-petition Taxes that constitute administrative expenses under Section 503(b) of the Bankruptcy Code in the Chapter 11 Case and all obligations arising from material contractual obligations entered into after the Petition Date or from contractual obligations entered into prior to the Petition Date and assumed in the Chapter 11 Case. If any Tax by any Governmental Body is or may be imposed on or as a result of any transaction between Borrower and any Lender pursuant to this Agreement which any Lender may be required to withhold or pay or if any Taxes remain unpaid after the date fixed for their payment, or if any claim shall be made which, in Lenders' opinion, may possibly create a valid Lien on the Collateral or any of Borrower's other property and assets, Lenders may without notice to Borrower, pay the Taxes and Borrower hereby indemnifies and holds each Lender harmless in respect thereof. Lenders will not pay any Taxes to the extent that any applicable Borrower has Properly Contested those Taxes. The amount of any payment by Lenders under this Section 4.13 shall be charged to Borrower's Account as an Advance or, if the Commitments have been fully drawn or are not available to be drawn, maintained as a Domestic Rate Loan and added to the Obligations (and such charge shall be deemed authorized by Borrower and Lenders shall be obliged to fund their respective Commitment Percentages regardless of whether any of the conditions under Sections 8.2 or 2.2 shall not be satisfied at such time or whether the such Commitments of the Lenders hereunder shall have otherwise been terminated at such time) and, until Borrower shall furnish Lenders with an indemnity therefor (or supply Lenders with

evidence satisfactory to Lenders that due provision for the payment thereof has been made), Lenders may hold without interest any balance standing to Borrower's credit and Lenders shall retain its security interest in and Lien on any and all Collateral held by Lenders.

4.14 Exculpation of Liability. Nothing herein contained shall be construed to constitute any Lender as Borrower's agent for any purpose whatsoever, nor any Lender be responsible or liable for any shortage, discrepancy, damage, loss or destruction of any part of the Collateral wherever the same may be located and regardless of the cause thereof. No Lender, whether by anything herein or in any assignment or otherwise, assumes any of Borrower's obligations under any contract or agreement assigned to such Lender, and no Lender shall be responsible in any way for the performance by Borrower of any of the terms and conditions thereof.

V. REPRESENTATIONS AND WARRANTIES.

Borrower represents and warrants as follows:

5.1 Authority.

(a) Borrower has full power, authority and legal right to enter into this Agreement and the Other Documents and to perform all its respective Obligations hereunder and thereunder, subject to the entry by the Bankruptcy Court of the applicable Financing Orders, for the periods on and after the Petition Date. Subject to the entry by the Bankruptcy Court of the applicable Financing Orders, this Agreement and the Other Documents have been duly executed and delivered by Borrower, and this Agreement and the Other Documents constitute the legal, valid and binding obligation of Borrower enforceable in accordance with their terms. Subject to the entry by the Bankruptcy Court of the applicable Financing Orders, the execution, delivery and performance of this Agreement and of the Other Documents (i) are within Borrower's corporate or limited liability company powers, as applicable, (ii) have been duly authorized by all necessary corporate or limited liability company action, as applicable, (iii) are not in contravention of law or the terms of Borrower's Organizational Documents or to the conduct of Borrower's business or of any material agreement or undertaking to which Borrower is a party or by which Borrower is bound, in each case entered into after the Petition Date, (iv) will not conflict with or violate any law or regulation, or any judgment, order or decree of any Governmental Body, (v) will not require the Consent of any Governmental Body, any party to a Material Contract or any other Person, except Consents, all of which will have been duly obtained, made or compiled prior to the Closing Date and which are in full force and effect and (vi) will not conflict with, nor result in any breach in any of the provisions of or constitute a default under or result in the creation of any Lien other than under this Agreement and the Other Documents and the Financing Orders upon any asset of Borrower under the provisions of any Organizational Documents, agreement, instrument, or other instrument to which Borrower is a party or by which it or its property is a party or by which it may be bound.

5.2 Formation and Qualification.

(a) Borrower is duly incorporated or formed and in good standing under the laws of the applicable state and is qualified to do business and is in good standing in the applicable states which constitute all states in which qualification and good standing are necessary for Borrower to conduct its business and own its property and where the failure to so qualify could reasonably be expected to have a Material Adverse Effect on Borrower.

5.3 Survival of Representations and Warranties. All representations and warranties of Borrower contained in this Agreement and the Other Documents shall be true at the time of Borrower's execution of this Agreement and the Other Documents, and shall survive the execution, delivery and acceptance thereof by the parties thereto and the closing of the transactions described therein or related thereto.

5.4 Tax Returns. Borrower has filed all material federal, state and local Tax returns and other reports it is required by law to file and, subject to any required approval by any applicable order of the Bankruptcy Court, has paid all material Taxes that are due and payable.

5.5 [Intentionally Omitted].

5.6 Environmental Compliance.

(a) Except as could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, Borrower has duly complied with, and its facilities, business, assets, property, leaseholds, Real Property and Equipment are in compliance in all material respects with, the provisions of the Federal Occupational Safety and Health Act, CERCLA, RCRA and all other Environmental Laws; there have been no outstanding citations, notices or orders of non-compliance issued to Borrower or relating to its business, assets, property, leaseholds or Equipment under any such laws, rules or regulations.

(b) Except as could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, Borrower has been issued all federal, state and local licenses, certificates or permits relating to all applicable Environmental Laws that are required for the occupation of the Real Property and operation of its facilities and business.

(c) Borrower has not, and Borrower has no knowledge of any other Person who has, caused any Release, threatened Release or disposal of any Hazardous Substance at, on, about, or off any of the facilities or Real Property and, to the knowledge of the Loan Parties, there are no Hazardous Substances migrating to the facilities or Real Property originating or emanating from any other property, in either case that could reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(d) Except to the extent disclosed in writing to the Lenders prior to the Petition Date, Borrower has no liability for response or corrective action, natural resource damage or other harm pursuant to CERCLA, RCRA or any comparable state law that could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(e) Except to the extent disclosed in writing to the Lenders prior to the Petition Date, Borrower has received no notice or other information of, and is not required to give any notice of, any Environmental Complaint involving Borrower or any of the facilities or Real Property, the subject matter of which could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

5.7 No Litigation, Violation, Indebtedness or Default.

(a) Borrower does not have (i) any pending or, to the best knowledge of Borrower, threatened litigation, arbitration, actions or proceedings which could reasonably be expected to have a Material Adverse Effect other than the Chapter 11 Case, and (ii) any liabilities or Indebtedness for borrowed money other than the Obligations or any other Indebtedness permitted by Section 7.8.

(b) Except to the extent disclosed in writing to the Lenders prior to the Petition Date, Borrower is not in violation of any applicable statute, law, rule, regulation or ordinance in any respect which could reasonably be expected to have a Material Adverse Effect, nor is Borrower in violation of any order of any court, Governmental Body or arbitration board or tribunal naming Borrower which could reasonably be expected to have a Material Adverse Effect.

5.8 Licenses and Permits. Borrower (a) is in compliance with and (b) has procured and is now in possession of, all material licenses or permits required by any applicable federal, state, provincial or local law, rule or regulation for the operation of its business in each jurisdiction wherein it is now conducting or proposes to conduct business and where the failure to procure such licenses or permits could have a Material Adverse Effect.

5.9 Chapter 11 Case. The Chapter 11 Case will be or was commenced on the Petition Date in accordance with applicable law and proper notice thereof and of the hearing for the approval of the Interim and Final Financing Orders will be or has been given as identified in certificates of service that will be or have been filed with the Bankruptcy Court.

5.10 No Default. No Default or Event of Default has occurred.

5.11 Disclosure. No representation or warranty made by Borrower in this Agreement, any Other Documents, the Budget or in any financial statement, report, certificate or any other document furnished in connection herewith or therewith contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein or therein not misleading.

5.12 [Intentionally Omitted.]Perfection of Security Interests. The provisions of this Agreement and the Other Documents and the Interim Financing Order or the Final Financing Order, as applicable (i) are effective to create in favor of the Lenders, legal valid and perfected first priority Liens on and security interests in all rights, title and interests in the Collateral subject only to valid, perfected, non-avoidable pre-petition Permitted Encumbrances and the Carve-Out and (ii) are enforceable against Borrower.

5.14 Obligations as Administrative Superpriority Expense Claims. Pursuant to clauses (c)(1) and (d) of section 364 of the Bankruptcy Code and the Interim Financing Order or the Final Financing Order, as applicable, all Obligations hereunder and all other obligations of Borrower under the Other Documents (i) constitute the DIP Superpriority Claim, (ii) are senior to the rights of Borrower and any successor trustee or estate representative in the Chapter 11 Case or any Successor Case and (iii) are subject as to priority only to the GVI Claim and the Carve-Out.

5.15 [Intentionally Omitted].

5.16 Material Adverse Effect. Since the Petition Date, there shall not have occurred any event, condition or state of facts which could reasonably be expected to have a Material Adverse Effect.

VI. AFFIRMATIVE COVENANTS.

Borrower shall, until payment in full of the Obligations and termination of this Agreement:

6.1 [Intentionally Omitted].

6.2 [Intentionally Omitted].

6.3 Violations. Promptly notify Lenders in writing of any violation (to the extent such violation is reasonably likely to have a material effect) of any law, statute, regulation or ordinance of any Governmental Body, or of any agency thereof, applicable to Borrower (to the extent such law, statute, regulation, or ordinance is material).

6.4 Execution of Supplemental Instruments. Execute and deliver to Lenders from time to time, upon demand, such supplemental agreements, statements, assignments and transfers, or instructions or documents relating to the Collateral, and such other instruments as Lenders may request, in order that the full intent of this Agreement may be carried into effect.

6.5 Payment of Indebtedness. In accordance with the Bankruptcy Code and subject to any required approval by an applicable order of the Bankruptcy Court, pay, discharge or otherwise satisfy at or before maturity (subject, where applicable, to specified grace periods and, in the case of the trade payables, to normal payment practices) all its obligations and liabilities of whatever nature arising after the Petition Date that constitute administrative expenses as determined by the Bankruptcy Court under Section 503(b) of the Bankruptcy Code in the Chapter 11 Case, except when the amount or validity thereof is currently being Properly Contested, subject at all times to any applicable subordination arrangement in favor of Lenders, if any.

6.6 Financing Orders. Prior to the expiration of the Interim Financing Order and in any event not later than 30 days after the Petition Date, obtain the Final Financing Order, which shall be in full force and effect and shall not have been reversed on appeal, or vacated or modified by any order of the Bankruptcy Court (other than as consented to by Lenders) and shall not be subject to any pending stay.

6.7 Budget.

(a) Borrower has prepared and delivered to Lenders a cash forecast for the 13 week period following the projected Closing Date setting forth the projected cash flows and disbursements, in form, scope and substance acceptable to the Lenders (the "Initial Budget"). No later than the Wednesday of each week following the Closing Date commencing with September 28, 2015, furnish to the Lenders (x) a report that sets forth for the immediately preceding week a comparison of the actual cash flows and disbursements for the Testing Period against the Budget, in form and detail acceptable to the Lenders (the "Testing Period Report"), and (y) a certification from an authorized officer of Borrower that no Material Budget Deviation has occurred or if a Material Budget Deviation has occurred, a detailed explanation of such occurrence. Within two (2) Business Days of delivery of each Testing Period Report, the Borrower shall furnish to the Lenders an updated cash forecast for the following 13 week period setting forth the projected cash flows and disbursements, in form scope and substance acceptable to the Lenders (each an "Updated Budget") .

(b) Borrower hereby confirms, acknowledges and agrees that (i) an adverse variance between Projected Cumulative Operating Disbursements set forth in the Budget and Actual Cumulative Operating Disbursements that exceeds the adverse variance permitted under Section 7.24, shall constitute a material deviation from the Budget and an additional Event of Default (each, a "Material Budget Deviation") and (ii) the failure to deliver an Updated Budget as required by Section 6.7(a) hereof shall constitute an Event of Default. Notwithstanding any approval by any Lender of any amendment to the Budget, Lenders shall only provide the Advances in accordance with the terms and conditions set forth in this Agreement, the Other Documents and the Financing Orders. Lenders are relying upon Borrower's delivery of, and compliance with, the Budget and other covenants in this Section 6.7 in determining to enter into the post-petition financing arrangements provided for herein.

(c) Unless (i) authorized by the Bankruptcy Court and (ii) approved by Lenders in writing, no portion of the proceeds of the Advances may be used for any purpose that would be inconsistent with Section 2.11 hereof (including after giving effect to clause (c) of such Section 2.11).

6.8 DIP Covenants.

(a) Financing Orders and DIP Documents. Borrower shall take all necessary acts and make diligent effort to request and obtain and maintain in full force and effect the approval of this Agreement and the Other Documents, the financing and transactions and the rights, interests, claims, liens, priorities, benefits, privileges, waivers, releases and remedies in favor of Lenders as contemplated hereunder and thereunder, and entry of the Financing Orders.

(b) Bankruptcy Events. Borrower shall promptly advise and provide reasonable access to Lenders, their respective consultants, agents (which may include Lenders), professionals and attorneys, and shall make its employees, consultants, agents, professionals and attorneys available to discuss with Lenders, their respective consultants,

agents, professionals and attorneys any and all material information and developments in connection with the Chapter 11 Case that is reasonably likely to have a material effect on Borrower or the Chapter 11 Case.

(c) Post-Filing Pleadings. On or after the Petition Date, Borrower agrees that it shall not, without the prior written consent of the Lenders, file any motions or pleadings with the Bankruptcy Court (a) seeking authority for the Borrower to (i) use any of the properties or assets of the Borrower outside the Ordinary Course of Business, (ii) satisfy prepetition claims of the Borrower or (iii) incur material administrative costs, in each case, to the extent such relief is inconsistent with this Agreement (including the Budget), (b) seeking to reject or assume any contract, agreement, lease or other agreement to which Borrower is a party or (c) seeking relief that is otherwise inconsistent with this Agreement or the Financing Orders.

6.9 Litigation and Adversarial Procedures. With respect to any litigation or adversarial procedure involving the GVI or any entity or agency thereof, promptly provide notice to Lenders of any material updates or developments in respect thereof.

6.10 Environmental Matters.

(a) Borrower shall: (i) comply with, and maintain the Real Property and each facility in compliance with, all applicable Environmental Laws; (ii) require that each tenant and subtenant, if any, of any of the Real Property and each facility or any part thereof comply with all applicable Environmental Laws; (iii) obtain and maintain in full force and effect all governmental approvals required by any applicable Environmental Law for operations at the Real Property and each facility; (iv) cause, or direct the prompt containment and removal of any Release or threat of Release of any Hazardous Substances at any Real Property, any facility or any other assets of the Borrower and (v) cause or direct the remediation of any Real Property, any facility or other assets as is necessary to comply with all Environmental Laws and to preserve the value of such Real Property, facility or other assets.

(b) Borrower shall: (i) within ten (10) Business Days notify the Lenders in writing of, and provide any reasonably requested documents upon the Borrower, learning of any of the following in connection with Borrower or any of the Real Property or facility: (1) any liability for response or corrective action or natural resource damage or other harm pursuant to CERCLA, RCRA or any comparable state law; (2) any notice of violation, request for information or notification that it is potentially responsible for investigation or cleanup of environmental conditions at the Real Property or any facility, demand letter or any complaint, order, citation, or other written notice with regard to any Release or violation of Environmental Laws affecting the Real Property, any facility or Borrower's interest therein (any of the foregoing is referred to herein as an "Environmental Complaint") from any Person, including any governmental authority responsible in whole or in part for environmental matters, including enforcement of Environmental Laws (any such person or entity hereinafter the "Governmental Authority"); (3) any violation of an Environmental Law or Release of a Hazardous Substance; (4) any restriction on the ownership, occupancy, use or transferability of any Real Property arising pursuant to any (x) Release or (y) Environmental

Law; or (5) any environmental or natural resource, condition or any health condition as it pertains to the environment, which could reasonably be expected to have a Material Adverse Effect; (ii) conduct at its own expense any investigation, study, sampling, testing, abatement, cleanup, removal, remediation or other response action necessary to remove, remediate, clean up or abate any Release of a Hazardous Substance as required by any applicable Environmental Law; (iii) respond promptly to any Environmental Complaint; (iv) abide by and observe any restrictions on the use of the Real Property and any facility imposed by any Governmental Authority pursuant to any Environmental Law as set forth in a deed or other instrument affecting Borrower's interest therein; and (v) promptly provide or otherwise make available to the Lenders any reasonably requested environmental record or other documentation concerning the Real Property or any facility which the Borrower possesses or can reasonably obtain.

(c) If Borrower shall fail to comply with Section 6.10 (a) or (b), including responding promptly to any Release or Environmental Complaint or failing to comply with any of the requirements of any Environmental Laws, Lenders may, but without the obligation to do so, for the sole purpose of protecting Lenders' interest in the Collateral: (i) give such notices or (ii) enter onto the Real Property (or authorize third parties to enter onto the Real Property) and take such actions as Lenders (or such third parties as directed by Lenders) deems reasonably necessary or advisable, to clean up, remove, mitigate or otherwise deal with any such Release or Environmental Complaint. All reasonable costs and expenses incurred by Lenders (or such third parties) in the exercise of any such rights, including any sums paid in connection with any judicial or administrative investigation or proceedings, fines and penalties, together with interest thereon from the date expended shall be paid upon demand by Borrower, and until paid shall be added to and become a part of the Obligations secured by the Liens created by the terms of this Agreement or any other agreement between any Lender and Borrower.

(d) For purposes of Sections 5.6 and 6.10, all references to Real Property shall be deemed to include all of Borrower's right, title and interest in and to its owned and leased premises.

VII. NEGATIVE COVENANTS.

Borrower shall not, until satisfaction in full of the Obligations and termination of this Agreement:

7.1 Merger, Consolidation, Acquisition and Sale of Assets.

(a) Enter into any merger, consolidation or other reorganization with or into any other Person or permit any other Person to consolidate with or merge with it.

(b) Acquire all or a substantial portion of the assets or Equity Interests of any Person (or any division or business line of any Person). Notwithstanding anything to the contrary contained in any provision of this Agreement, Borrower shall not purchase any Equity Interests in or become or agree to become party to a Joint Venture except as an Investment permitted under Section 7.4 hereof.

(c) Sell, lease, transfer or otherwise dispose of any of its properties or assets, except dispositions of Inventory and Equipment, and dispositions of other property or assets, to the extent expressly permitted by Section 4.3 and except in connection with the consummation of the HOVENSA Sale pursuant to the HOVENSA Sale Order.

7.2 Creation of Liens. Create or suffer to exist any Lien or transfer upon or against any of its property or assets now owned or hereafter acquired other than Permitted Encumbrances.

7.3 Guarantees. Become liable upon the obligations or liabilities of any Person by (a) assumption, endorsement or guaranty thereof or otherwise (other than to Lenders), (b) guarantees by Borrower of Indebtedness or obligations to the extent such Indebtedness or obligations are permitted to be incurred and/or outstanding pursuant to the provisions of this Agreement and (c) the endorsement of checks in the Ordinary Course of Business.

7.4 Investments. Purchase or acquire obligations or Equity Interests of, or any other interest in, any Person or make any other Investments, except (a) Investments in cash and Cash Equivalents, (b) [reserved], (c) Investments in any Subsidiary (valued at cost) that is not a Borrower hereunder existing on the Petition Date (including any refinancings or extensions thereof but excluding any increases thereof or any further advances of any kind in connection therewith), (d) Investments expressly described and approved in the Budget and (e) as expressly permitted by Section 7.5.

7.5 Loans. Make advances, loans or extensions of credit to any Person, including any Parent, Subsidiary or Affiliate except with respect to loans or extension of credit in connection with the extension of commercial trade credit in connection with the sale of Inventory in the Ordinary Course of Business.

7.6 Intentionally Omitted.

7.7 Equity Interests. In no event shall the Debtor issue Equity Interests during the duration of the Chapter 11 Case, except as contemplated by a plan of reorganization with the consent of the Lenders.

7.8 Indebtedness. Create, incur, assume or suffer to exist any Indebtedness (exclusive of trade debt in the Ordinary Course of Business) except in respect of (i) Indebtedness to Lenders and the other Obligations; (ii) Indebtedness of Borrower outstanding on the Petition Date or approved by Lenders, consisting of Capitalized Lease Obligations and purchase money indebtedness for the Capital Expenditures, so long as such Indebtedness is not secured by any Collateral or other assets or property of Borrower other than the assets purchased with the initial proceeds of such Indebtedness; (iii) any guarantees constituting Indebtedness that are permitted under Section 7.3 above, (iv) Pre-Petition Obligations including, to the extent (if any) constituting Indebtedness, the GVI Claim to the extent outstanding on the date hereof in an aggregate principal amount not to exceed the amount outstanding as of the Closing Date, (v) [reserved]; (vi) Indebtedness in respect of performance, surety, bid, appeal bonds or other similar obligations provided in the Ordinary Course of Business, but excluding Indebtedness incurred through the borrowing of money, Capitalized Lease Obligations and purchase money

obligations; (vii) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the Ordinary Course of Business; (viii) cash management obligations and other Indebtedness in respect of netting services, overdraft protections and similar arrangements in each case in connection with cash management and deposit accounts in the Ordinary Course of Business; (ix) Indebtedness consisting of the financing of insurance premiums approved by the Lenders, so long as the aggregate amount payable pursuant to such Indebtedness does not materially exceed the amount of the premium for such insurance; (x) Indebtedness arising in connection with endorsement of instruments for deposit in the Ordinary Course of Business; (xi) Indebtedness that is outstanding on the Petition Date, (xii) Indebtedness incurred in connection with the rejection of leases and executory contracts in the Chapter 11 Case, to the extent the Lenders are notified of such intent to reject such leases and executory contracts, and (xiii) additional unsecured Indebtedness of Borrower incurred in the Ordinary Course of Business in an aggregate principal amount not to exceed $100,000 at any one time outstanding.

7.9 [Intentionally Omitted].

7.10 [Intentionally Omitted].

7.11 Fiscal Year and Accounting Changes. Change its fiscal year ending date from December 31st or make any significant change (i) in accounting treatment and reporting practices except as required by GAAP or (ii) in Tax reporting treatment except as required by law.

7.12 Subsidiaries.

(a) Hold any Equity Interests in or form or acquire any Subsidiary.

(b) Enter into any partnership, Joint Venture or similar arrangement, except as permitted by Section 7.1(b) and 7.4 above.

7.13 [Intentionally Omitted].

7.14 [Intentionally Omitted].

7.15 Amendment of Organizational Documents. (i) Change its legal name, (ii) change its form of legal entity (e.g., converting from a corporation to a limited liability company or vice versa), (iii) change its jurisdiction of organization or become (or attempt or purport to become) organized in more than one jurisdiction, or (iv) otherwise amend, modify or waive any term or material provision of its Organizational Documents.

7.16 [Intentionally Omitted].

7.17 Prepayment of Indebtedness.

Except as otherwise allowed pursuant to any Financing Order or any order of the Bankruptcy Court and approved by the Lenders, at any time, directly or indirectly, (A) prepay or

repurchase, redeem, retire, cancel, or otherwise acquire prior to the scheduled maturity thereof (including, without limitation, by way of depositing with the trustee with respect thereto money or securities before due for the purpose of paying when due) any Indebtedness of Borrower or (B) make any payment or create or permit any Lien pursuant to section 361 of the Bankruptcy Code (or pursuant to any other provision of the Bankruptcy Code authorizing adequate protection) on the property of Borrower, or apply to the Bankruptcy Court for the authority to do any of the foregoing (or permit any Subsidiary of Borrower to do any of the foregoing) with respect to any Indebtedness of Borrower except for: (1) prepayments of the Obligations, (2) prepayments for administrative expenses that are allowed and payable under sections 330 and 331 of the Bankruptcy Code, (3) prepayments of obligations expressly permitted by the First Day Orders and (4) payments to such other claimants in such amounts as may be consented to by the Lenders and approved by the Bankruptcy Court.

7.18 Anti-Terrorism Laws.

(a) Conduct any business or engage in any transaction or dealing with any Blocked Person, including the making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person.

(b) Deal in, otherwise engage in any transaction relating to, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order No. 13224.

(c) Engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Executive Order No. 13224, the USA PATRIOT Act or any other Anti-Terrorism Law. Borrower shall deliver to Lenders any certification or other evidence requested from time to time by any Lender in its sole discretion, confirming Borrower's compliance with this Section 7.18.

7.19 Restrictive Agreements. Enter into or otherwise permit itself or its assets to become bound by any contract, instrument or other agreement which would prohibit or limit the ability of Borrower to make any dividend or other distribution of any nature (whether in cash, property, securities or otherwise) on account of or in respect of its Equity Interests.

7.20 Trading with the Enemy Act. Engage in any business or activity in violation of the Trading with the Enemy Act.

7.21 [Intentionally Omitted].

7.22 [Intentionally Omitted].

7.23 [Intentionally Omitted]

7.24 Compliance with Budget. Permit, for any Testing Period ending with a week ending after the Closing Date, the amount of Actual Cumulative Operating Disbursements for such Testing Period to be higher than the amount of Projected Cumulative Operating Disbursements for such Testing Period by more than (x) for the first eight weekly periods

following the filing of the Chapter 11 Case, 20% of such amount of Projected Cumulative Operating Disbursements for such Testing Period and (y) for each weekly period following the date that is eight weeks after the filing of the Chapter 11 Case, 10% of such amount of Projected Cumulative Operating Disbursements for such Testing Period. "Actual Cumulative Operating Disbursements" shall mean, for any period of determination, the amount of operating cash disbursements of the Borrower during such period. "Projected Cumulative Operating Disbursements" shall mean, for any period of determination, the amount of projected operating cash disbursements of the Borrower during such period as set forth in the Budget.

7.25 Proceeds. Apply proceeds of Advances other than as permitted by Section 2.11 hereof.

VIII. CONDITIONS PRECEDENT.

8.1 Conditions to Interim Financing Order Advances. The effectiveness of the obligation of the Lenders to make the initial Advances under the Commitments requested to be made on the Closing Date will be subject to the satisfaction (or waiver by the Lenders hereunder) of the conditions precedent below on the Closing Date (which Closing Date shall be no more than 5 Business Days after the Petition Date), provided, however, that (A) if one or more conditions precedent other than the Specified Conditions Precedent are not then satisfied, then (i) the Advances shall in any event be made and the proceeds thereof funded to the Borrower, and (ii) the Borrower will be liable for liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Lenders in connection with the failure of any such conditions precedent not being satisfied, and (B) if any Specified Condition Precedent is not then satisfied, then the Advances will not be made:

(a) Agreement. Lenders shall have received this Agreement, duly executed and delivered by an authorized officer of Borrower.

(b) Filings, Registrations and Recordings. Each Uniform Commercial Code financing statement required by this Agreement, any related agreement or under law or requested by any of the Lenders to be filed, registered or recorded in order to create, in favor of Lenders, a perfected security interest in or lien upon the Collateral shall have been properly filed, registered or recorded in each jurisdiction in which the filing, registration or recordation thereof is so required or requested.

(c) Other Documents. Lenders shall have received the executed Other Documents, all in form and substance satisfactory to Lenders and all duly executed and delivered by an authorized officer of the Borrower.

(d) [Intentionally Omitted].

(e) No Litigation. Except the foreclosure action and any and all other actions in connection with the GVI Claim, there shall not have been instituted, threatened or be pending against, or with respect to the Debtor, any action, bankruptcy or insolvency, injunction, proceeding, application, order, claim counterclaim or investigation (whether formal or informal) (and there shall have been no material adverse development to any

action, application, claim counterclaim or proceeding currently instituted, threatened or pending) before or by any court or any governmental, regulatory or administrative agency or instrumentally, domestic or foreign, or by any other person, domestic or foreign, in connection with the Obligations that would or would reasonably be expected to (i) prohibit, prevent, restrict or delay consummation of the transactions contemplated hereby, (ii) impose burdensome restrictions on the Obligations or (iii) have a Material Adverse Effect.

(f) [Intentionally Omitted].

(g) [Intentionally Omitted]

(h) Notice of Borrowing; Payment Instructions. Lenders shall have received (i) a notice from Borrower requesting any Advances to be made on the Closing Date, which shall be limited to Interim Financing Order Advances under the Commitments, and (ii) written instructions from Borrower directing the application of proceeds of the initial Advances made pursuant to this Agreement.

(i) No Material Adverse Change. (i) Since December 31, 2014, there shall not have occurred any event, condition or state of facts which could reasonably be expected to have a Material Adverse Effect other than those events, conditions or states of facts that have been disclosed and (ii) no representations made or information supplied by Borrower to Lenders shall have proven to be inaccurate or misleading in any material respect or fail to state any material fact necessary to make the statements therein not misleading.

(j) [Intentionally Omitted].

(k) Financing Orders. Within three (3) days after the Petition Date, the Interim Financing Order shall grant to the Lenders (a) the DIP Superpriority Claim and (b) security interests in, and liens on, the Post-Petition Collateral securing the Obligations pursuant to Sections 364(c)(2), (c)(3) and (d) of the Bankruptcy Code.

(l) First Day Orders. All material provisions of the First Day Orders of the Debtor entered by the Bankruptcy Court at the time of the commencement of the Chapter 11 Case, whether entered on a final basis or on an interim basis pursuant to Federal Bankruptcy Rule 6003, shall be in form and substance satisfactory to Lenders.

(m) Budget. The Initial Budget shall have been delivered to the Lenders.

(n) Perfection of Security Interests. The Lenders shall have received on or prior to the Closing Date, pursuant to (i) Sections 364(c)(2), (c)(3) and (d) of the Bankruptcy Code, and entry of the Interim Financing Order, a fully perfected, first priority security interest in the Collateral, which security interest shall be continuing, valid, binding, enforceable, non-avoidable and automatically perfected and shall be subject solely to valid, perfected, non-avoidable pre-petition Permitted Encumbrances and the Carve-Out.

(o) Engagement of Professionals. The Lenders shall have received on or prior to the filing of the applicable retention application to the Bankruptcy Court each engagement letter (or amended engagement letter) for Borrower's professionals that have

been or that will be retained under section 327(a), 327(e), 328 or 363 of the Bankruptcy Code. Any professionals that will be retained under section 327(a), 327(e), 328 or 363 of the Bankruptcy Code that did not have an engagement letter with the Debtor prior to the Petition Date shall execute an engagement letter in form and substance acceptable to the Lenders, and all fees in connection therewith, shall be acceptable to the Lenders, and all such engagement letters (or amendments thereto) and all post-petition amendments to any engagement letters for Borrower's professionals referenced in the first sentence of this subsection (x) shall be in form and substance satisfactory to the Lenders.

(p) Non-Funding Lender. No Lender will be obligated to fund its Commitment if any other Lender under the DIP Facility is otherwise unprepared, unwilling or otherwise unable to fund its Commitment under the DIP Facility, or has not funded its portion of the Loan Funding Account.

(q) Other. All corporate and other proceedings, and all documents, instruments and other legal matters in connection with the Transactions shall be satisfactory in form and substance to Lenders and their respective counsel.

8.2 Conditions to Each Advance.

The agreement of Lenders to make any Advance requested to be made on any date (including the initial Advances on the Closing Date) will be subject to the satisfaction (or waiver by the Lenders hereunder) of the conditions precedent below on the date such Advance, provided, however, that (A) if one or more conditions precedent other than the Specified Conditions Precedent are not then satisfied, then (i) the Advances shall in any event be made and the proceeds thereof funded to the Borrower, and (ii) the Borrower will be liable for liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Lenders in connection with the failure of any such conditions precedent not being satisfied, and (B) if any Specified Condition Precedent is not then satisfied, then the Advances will not be made:

(a) Representations and Warranties. Each of the representations and warranties made by Borrower in or pursuant to this Agreement, the Other Documents and any related agreements to which it is a party, and each of the representations and warranties of Borrower contained in any certificate, document or financial or other statement furnished at any time under or in connection with this Agreement, the Other Documents or any related agreement shall be true and correct in all respects on and as of such date as if made on and as of such date (except to the extent any such representation or warranty expressly relates only to any earlier and/or specified date, in which case such representation or warranty shall have been true and correct in all respects on such date);

(b) Notice of Borrowing; Payment Instructions. Lenders shall have received (i) a notice from Borrower requesting any Advances, and (ii) written instructions from Borrower directing the application of proceeds of the Advances made pursuant to this Agreement.

(c) Budget. In the case of any type of Advance requested to be made, such Advance shall comply with the Budget in all respects.

(d) No Default. No Event of Default or Default shall have occurred and be continuing on such date, or would exist after giving effect to the Advances requested to be made, on such date;

(e) Maximum Advances. In the case of any type of Advance requested to be made, after giving effect thereto, the aggregate amount of such type of Advance shall not exceed the maximum amount of such type of Advance permitted under this Agreement; and

(f) Financing Orders. The Interim Financing Order (or the Final Financing Order, as applicable) shall have been entered by the Bankruptcy Court, shall be in full force and effect and shall not have been reversed on appeal, or vacated or modified by any order of the Bankruptcy Court (other than as consented to by Lenders) and shall not be subject to any pending stay.

(g) Non-Funding Lender. No Lender will be obligated to fund its Commitment if any other Lender under the DIP Facility is otherwise unprepared, unwilling or otherwise unable to fund its Commitment under the DIP Facility, or has not funded its portion of the Loan Funding Account.

Each request for an Advance by Borrower hereunder shall constitute a representation and warranty by Borrower as of the date of such Advance that the conditions contained in this subsection shall have been satisfied.

IX. INFORMATION AS TO BORROWER.

Borrower shall, until satisfaction in full of the Obligations and the termination of this Agreement:

9.1 Disclosure of Material Matters. Immediately upon learning thereof, report to Lenders all matters materially affecting the value, enforceability or collectability of any portion of the Collateral, including Borrower's reclamation or repossession of, or the return to Borrower of, a material amount of goods or claims or disputes asserted by any Customer or other obligor.

9.2 Environmental Reports. Furnish Lenders on a quarterly basis, copies of all existing Phase I reports prepared by environmental engineers concerning the environmental hazards and matters with respect to the Real Property and any facility, and with a certificate signed by an responsible officer of Borrower stating, to the best of his knowledge, that Borrower is in compliance in all material respects with all federal, state and local Environmental Laws. To the extent Borrower is not in compliance with the foregoing laws, the certificate shall set forth with specificity all areas of non-compliance and the proposed action Borrower will implement in order to achieve full compliance.

9.3 Litigation. Promptly notify Lenders in writing of any claim, litigation, suit or administrative proceeding affecting Borrower, whether or not the claim is covered by insurance, and of any litigation, suit or administrative proceeding, which in any such case affects a material

portion of the Collateral or which could reasonably be expected to have a Material Adverse Effect and provide periodic updates (no less frequently than once every two weeks) with respect thereto.

9.4 Material Occurrences. Promptly notify Lenders in writing upon the occurrence of: (a) any Event of Default or Default, (b) any event of default under any Indebtedness permitted by Section 7.8 and incurred after the Petition Date (or the receipt of any notice from the holder of any such Indebtedness alleging the occurrence of any such event); (c) any event, development or circumstance whereby any financial statements or other reports furnished to Lenders fail in any material respect to present fairly, in accordance with GAAP consistently applied, the financial condition or operating results of Borrower as of the date of such statements (subject to the impact of the commencement of the Chapter 11 Case and the transactions contemplated thereby, and any impairment that may be applicable at such time); (d) any accumulated retirement plan funding deficiency which, if such deficiency continued for two plan years and was not corrected as provided in Section 4971 of the Code, could subject Borrower to a Tax imposed by Section 4971 of the Code; (e) each and every default by Borrower which might result in the acceleration of the maturity of any Indebtedness, including the names and addresses of the holders of such Indebtedness with respect to which there is a default existing or with respect to which the maturity has been or could be accelerated, and the amount of such Indebtedness; (f) any material labor dispute, or any strikes or walkouts or union organization of Borrower's employees that is threatened (to the best knowledge of Borrower) or occurs or any labor contract is entered into which is scheduled to expire prior to the Maturity Date; (g) the occurrence of any event that constitutes, or would be reasonably expected to result in, a Material Adverse Effect; and (h) any other development in the business or affairs of Borrower, which could reasonably be expected to have a Material Adverse Effect; in each case describing the nature thereof and the action Borrower proposes to take with respect thereto.

9.5 Additional Information. Furnish Lenders with such additional information as Lenders shall reasonably request in order to enable Lenders to determine whether the terms, covenants, provisions and conditions of this Agreement and the Other Documents have been complied with by Borrower including, without the necessity of any request by Lenders, (a) copies of all environmental audits and reviews, (b) at least thirty (30) days prior thereto, notice of Borrower's opening of any new office or place of business or Borrower's closing of any existing office or place of business, and (c) promptly upon Borrower's learning thereof, notice of any labor dispute to which Borrower may become a party, any strikes or walkouts relating to any of its plants or other facilities, and the expiration of any labor contract to which Borrower is a party or by which Borrower is bound, in each case which could reasonably be expected to have a Material Adverse Effect.

9.6 Pleadings. Furnish Lenders, no later than two Business Days prior to filing or distribution, copies of all pleadings, motions, applications, financial information and other documents to be filed by or on behalf of Borrower with the Bankruptcy Court or the United States Trustee in the Chapter 11 Case, or to be distributed by or on behalf of Borrower to any official committee appointed in the Chapter 11 Case (except that with respect to emergency pleadings, motions or other filings for which, despite such Debtor's commercially reasonable efforts, two Business Days' notice is impracticable, Borrower shall be required to furnish the same no later than concurrently with such filing or distribution thereof, as applicable).

9.7 Notice of Suits, Adverse Events. Furnish counsel to the Lenders with prompt written notice of (i) any lapse or other termination of any material Consent issued to Borrower by any Governmental Body or any other Person that is material to the operation of Borrower's business, (ii) any refusal by any Governmental Body or any other Person to renew or extend any such material Consent; and (iii) copies of any periodic or special reports filed by Borrower with any Governmental Body or Person, if such reports indicate any material change in the business, operations, affairs or condition of Borrower, or if copies thereof are requested by Lender, and (iv) copies of any material notices and other communications from any Governmental Body or Person which specifically relate to Borrower.

9.8 Additional Documents. Execute and deliver to Lenders, upon request, such documents and agreements as Lenders may, from time to time, reasonably request regarding Borrower, their Subsidiaries, their businesses and assets and properties and/or to carry out the purposes, terms or conditions of this Agreement.

X. EVENTS OF DEFAULT.

The occurrence of any one or more of the following events shall constitute an "Event of Default":

10.1 Nonpayment. Failure by Borrower to pay any principal on the Obligations when due or within the period of grace, if any, provided in the instrument or agreement under which such Obligation was created, whether at maturity or by reason of acceleration pursuant to the terms of this Agreement or by notice of intention to prepay, or by required prepayment (including pursuant to Section 2.7), or failure to pay when due any interest on the Obligations or other liabilities or make any other payment, fee or charge provided for herein or in any Other Document when due, which failure continues for a period of three (3) Business Days.

10.2 Breach of Representation. Any representation or warranty made or deemed made by Borrower in this Agreement, any Other Document or any related agreement or in any certificate, document or financial or other statement furnished at any time in connection herewith or therewith shall prove to have been misleading in any material respect on the date when made or deemed to have been made.

10.3 Financial Information. Failure by Borrower to permit the inspection of its books or records or access for appraisals in accordance with the terms hereof.

10.4 Judicial Actions. Issuance of a notice of Lien, levy, assessment, injunction or attachment against Borrower's Inventory or Accounts or against a material portion of Borrower's other property which is not stayed or lifted within thirty (30) days.

10.5 Noncompliance. (i) Except as otherwise provided for in Sections 10.1 and 10.5(ii), failure or neglect of Borrower or any Person to perform, keep or observe any term, provision, condition, covenant herein contained, or contained in this Agreement, any Other Document, the Financing Orders or any other agreement or arrangement, now or hereafter entered into between Borrower and any Lender, or (ii) failure or neglect of Borrower to perform, keep or observe any term, provision, condition or covenant, contained in Sections 4.6, 4.7, 4.9, 4.13, 4.14, 5.6, 6.3, 6.10 or 9.4 hereof which, in the case of any such failure or neglect pursuant

to this Section 10.5(ii), is not cured within ten (10) days from the occurrence of such failure or neglect.

10.6 Judgments.

Any judgment(s), writ(s), order(s) or decree(s) for the payment of money are rendered after the Closing Date against Borrower for an aggregate amount in excess of $200,000, as an administrative expense, and (i) action shall be legally taken by any judgment creditor to levy upon the Collateral to enforce any such judgment, or (ii) there shall be any period of ten (10) consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, shall not be in effect, or (iii) any Liens arising by virtue of the rendition, entry or issuance of such judgment upon the Collateral shall be senior to any Liens in favor of Lenders on the Collateral.

10.7 Bankruptcy Case Events.

(a) The entry of the Interim Financing Order shall not have occurred by the 3rd day following the Petition Date in form and substance satisfactory to Lenders.

(b) The entry of the Final Financing Order in form and substance satisfactory to Lenders each in their sole discretion shall not have occurred by the earlier of the expiration of the Interim Financing Order and the 30th day following the Petition Date.

(c) The entry of the Bidding Procedures Order shall not have occurred by the 24th day following the Petition Date in form and substance satisfactory to the Lenders.

(d) The entry of HOVENSA Sale Order in form and substance satisfactory to the Lenders shall not have occurred by the 60th day following the Petition Date.

(e) The date upon which (i) all conditions precedent to the closing of the HOVENSA Sale shall have been satisfied or waived or (ii) a plan of reorganization or liquidation for the Debtor becomes effective shall not, in each case, have occurred by December 31, 2015.

(f) The existence of any other Superpriority Claim (other than the GVI Claim and the Carve-Out) in the Chapter 11 Case which is *pari passu* with or senior to the claims of the Lenders against Borrower, or there shall arise or be granted any such *pari passu* or senior Superpriority Claim (other than the GVI Claim and the Carve-Out).

(g) The payment of any liabilities arising prior to the Petition Date without the consent of the Lenders other than as set forth in the First Day Orders or the Financing Orders.

(h) The entry of an order by the Bankruptcy Court granting relief from or modifying the automatic stay to allow any creditor to execute upon or enforce a lien on or security interest in any assets of the Debtor with a fair market value in excess of $200,000 (unless the Lenders consent to such relief); provided that this clause (a) shall not apply (x) to any order granting relief from the automatic stay to the extent of permitting a creditor to

exercise valid setoff rights pursuant to section 553 of the Bankruptcy Code, the Financing Orders, the First Day Orders or (y) to any order to the extent the relevant claim is covered by insurance of Debtor.

(i) The entry of any order of the Bankruptcy Court (or any other court of competent jurisdiction) reversing, vacating, or modifying (in a manner adverse in any material respect to the Lenders) without the consent of the Lenders, any Financing Order, this Agreement or any of the Other Documents, and such order shall not be reversed or vacated for a period in excess of three (3) days after the entry thereof.

(j) The filing by the Debtor of (or the consent by the Debtor to) a motion or pleading seeking to reverse, amend, stay or vacate any Financing Order or to challenge this Agreement or any of the Other Documents.

(k) The filing by the Debtor of, or entry of an order approving a motion for dismissal of the Chapter 11 Case, conversion of the Chapter 11 Case to a chapter 7 case, or the appointment of an interim or permanent chapter 11 trustee or of an examiner, receiver or responsible officer (in any such case with expanded powers relating to the operation of the Debtor's businesses (powers beyond those set forth in section 1106(a) and section 1106(b) of the Bankruptcy Code)) with respect to the Chapter 11 Case shall have occurred.

(l) The filing of any motion by the Debtor seeking authority of the Bankruptcy Court to consummate a sale of assets of the Debtor (including any Collateral) having a value in excess of $200,000 outside the Ordinary Course of Business, without the prior written consent of the Lenders.

(m) The institution of any judicial proceeding by the Debtor or any official committee appointed in the Chapter 11 Case, or consent by Borrower to any such judicial proceeding filed by any other person, seeking to challenge the validity of this Agreement or any Other Document, or the applicability, priority or enforceability of the same, or which seeks to void, avoid, limit, subordinate or otherwise adversely affect any security interest created by or granted under the Financing Orders, this Agreement or the Other Documents or any payment made pursuant thereto.

(n) The commencement of a suit or action against any Lenders by or on behalf of the Borrower or its bankruptcy estate.

(o) Except as provided in the Financing Orders, the filing by the Debtor of a motion, application or other petition to effect or consent to any order of the Bankruptcy Court to obtain credit or incur Indebtedness that is: (i) secured by a lien on all or any portion of the Collateral which is equal or senior to any lien in favor of the Lenders described in this Agreement or the Other Documents securing the Obligations, or (ii) entitled to administrative priority status which is equal or senior to the claims of the Lenders (other than the GVI Claim and the Carve-Out).

(p) Subject to entry of the Final Financing Order, the assertion of any claim arising under Section 506(c) of the Bankruptcy Code against Lenders or any of the

Collateral or the commencement of actions adverse to either Lenders or its respective rights and remedies under this Agreement or any Bankruptcy Court order.

(q) The Borrower has failed to comply with any covenant or other obligation contained in Section 6.7.

10.8 Termination of the Asset Purchase Agreement. The Purchaser (as defined in the Asset Purchase Agreement) delivers a notice of termination pursuant to Section 9.1 of the Asset Purchase Agreement or otherwise terminates or ceases to pursue (as determined by the Lenders) the consummation of the transactions contemplated in the Asset Purchase Agreement; or

10.9 Material Adverse Effect. The occurrence of any Material Adverse Effect; or

10.10 Lien Priority. Any Lien created hereunder or provided for hereby or under any related agreement for any reason ceases to be or is not (or shall be asserted by the Debtor to not be) a valid and perfected Lien having the priority as set forth under this Agreement or the Other Documents and the Financing Orders; or

10.11 Claims against Lenders. The Borrower or any party in interest in the Chapter 11 Case asserts any claim, litigation or proceeding against one or more of the Lenders.

10.12 [Intentionally Omitted].

10.13 Change of Control. Any Change of Control shall occur; or

10.14 Invalidity. Any material provision of this Agreement or any Other Document shall, for any reason, cease to be valid and binding on Borrower, or Borrower shall so claim in writing to Lenders; or

10.15 Licenses. To the extent it could reasonably be expected to have a Material Adverse Effect: (i) Any Governmental Body has (a) revoked, terminated, suspended or adversely modified any license, permit, patent trademark or tradename of Borrower, the continuation of which is material to the continuation of Borrower's business, or (b) commenced proceedings to suspend, revoke, terminate or adversely modify any such license, permit, trademark, tradename or patent and such proceedings shall not have been dismissed or discharged within sixty (60) days, or (c) scheduled or conducted a hearing on the renewal of any license, permit, trademark, tradename or patent necessary for the continuation of Borrower's business and the staff of such Governmental Body issues a report recommending the termination, revocation, suspension or material, adverse modification of such license, permit, trademark, tradename or patent; (ii) any agreement which is necessary or material to the operation of Borrower's business that has been revoked or terminated and not replaced by a substitute reasonably acceptable to Lenders within five (5) days after the date of such revocation or termination, and such revocation or termination and non-replacement would reasonably be expected to have a Material Adverse Effect.

10.16 Seizures. Other than with respect to de minimis items of Collateral not exceeding $200,000 in the aggregate, any portion of the Collateral that has been seized or taken by a Governmental Body, or Borrower or the title and rights of Borrower, which is the owner of any material portion of the Collateral shall have become the subject matter of claim, litigation, suit or

other proceeding which could reasonably be expected to, in the opinion of Lenders, upon final determination, result in impairment or loss of the security provided by this Agreement or the Other Documents.

XI. LENDERS' RIGHTS AND REMEDIES AFTER DEFAULT.

11.1 Rights and Remedies.

(a) Upon the occurrence of any Event of Default, and in every such event, without further order of or application to the Bankruptcy Court, and at any time thereafter during the continuance of such Event of Default, each Lender acting individually may, deliver written notice to Borrower and counsel for the Debtor and the Office of the United States Trustee (and any Committee) of the occurrence of an Event of Default, and may declare the Obligations to be accelerated, and on the date that is five (5) Business Days following such delivery of such written notice by either Lender (i) the Debtor's ability to borrow will automatically terminate and all Obligations shall become immediately due and payable, and (ii) subject to the Financing Orders, both Lenders (acting together) shall be permitted to set-off amounts in any bank accounts of the Debtor and (iii) without restriction or restraint by any stay under Sections 362 or 105 of the Bankruptcy Code, both Lenders (acting together) shall be permitted to exercise all rights and remedies under the Uniform Commercial Code and at law or equity generally, including the right to foreclose upon the security interests granted herein and to realize upon any Collateral by any available judicial procedure and/or to take possession of and sell any or all of the Collateral with or without judicial process and to apply amounts received in connection with such exercise of remedies to the payment of the Obligations in accordance with the terms of this Agreement, the Other Documents and the Financing Orders, and under the Uniform Commercial Code and at law or equity generally, including the right to foreclose upon the security interests granted herein and to realize upon any Collateral by any available judicial procedure and/or to take possession of and sell any or all of the Collateral with or without judicial process. Lenders may enter any of Borrower's premises or other premises without legal process and without incurring liability to Borrower therefor, and Lenders may thereupon, or at any time thereafter, in their discretion without notice or demand, take the Collateral and remove the same to such place as Lenders may deem advisable and Lenders may require Borrower to make the Collateral available to Lenders at a convenient place. With or without having the Collateral at the time or place of sale, Lenders may sell the Collateral, or any part thereof, at public or private sale, at any time or place, in one or more sales, at such price or prices, and upon such terms, either for cash, credit or future delivery, as Lenders may elect. Except as to that part of the Collateral which is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lenders shall give Borrower reasonable notification of such sale or sales, it being agreed that in all events written notice mailed to Borrower at least ten (10) days prior to such sale or sales is reasonable notification. At any public sale, any Lender may bid for and become the purchaser, and any Lender or any other purchaser at any such sale thereafter shall hold the Collateral sold absolutely free from any claim or right of whatsoever kind, including any equity of redemption and all such claims, rights and equities are hereby expressly waived and released by Borrower. In connection with the exercise of the foregoing remedies, including the sale of Inventory, Lenders are granted a perpetual nonrevocable, royalty free, nonexclusive license and Lenders are granted

permission to use all of Borrower's (a) trademarks, trademark applications, trade styles, trade names, patents, patent applications, copyrights, copyright applications, service marks, licenses, franchises and other proprietary rights which are used or useful in connection with Inventory for the purpose of marketing, advertising for sale and selling or otherwise disposing of such Inventory and (b) Equipment for the purpose of completing the manufacture of unfinished goods. The cash proceeds realized from the sale of any Collateral shall be applied to the Obligations in the order set forth in Section 11.5 hereof. Noncash proceeds will only be applied to the Obligations as they are converted into cash. If any deficiency shall arise, Borrower shall remain liable to Lenders therefor.

(b) To the extent that Applicable Law imposes duties on the Lenders to exercise remedies in a commercially reasonable manner, Borrower acknowledges and agrees that it is not commercially unreasonable for the Lenders: (i) to incur expenses reasonably deemed significant by the Lenders to prepare Collateral for disposition; (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of; (iii) to exercise collection remedies against Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral; (iv) to exercise collection remedies against Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists; (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature; (vi) to contact other Persons, whether or not in the same business as Borrower, for expressions of interest in acquiring all or any portion of such Collateral; (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature; (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets; (ix) to dispose of assets in wholesale rather than retail markets; (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure the Lenders against risks of loss, collection or disposition of Collateral or to provide to the Lenders a guaranteed return from the collection or disposition of Collateral; or (xii) to the extent deemed appropriate by the Lenders, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Lenders in the collection or disposition of any of the Collateral. Borrower acknowledges that the purpose of this Section 11.1(b) is to provide non-exhaustive indications of what actions or omissions by the Lenders would not be commercially unreasonable in the Lenders' exercise of remedies against the Collateral and that other actions or omissions by the Lenders shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 11.1(b). Without limitation upon the foregoing, nothing contained in this Section 11.1(b) shall be construed to grant any rights to Borrower or to impose any duties on Lenders that would not have been granted or imposed by this Agreement or by Applicable Law in the absence of this Section 11.1(b).

11.2 [Intentionally Omitted].

11.3 Setoff addition to any other rights which any Lender may have under Applicable Law, upon the occurrence of an Event of Default hereunder, such Lender shall have a right,

immediately and without notice of any kind, to apply Borrower's property held by such Lender to reduce the Obligations and to exercise any and all rights of setoff which may be available to such Lender with respect to any deposits held by such Lender (but excluding any deposits held in accounts used solely for payroll, trust and Tax withholding accounts).

11.4 Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative.

11.5 Allocation of Payments After Event of Default. Notwithstanding any other provisions of this Agreement to the contrary, after the occurrence and during the continuance of an Event of Default, all amounts collected or received by the Lenders on account of the Obligations (including without limitation any amounts outstanding under any of the Other Documents), or in respect of the Collateral shall be paid over or delivered as follows:

FIRST, to the payment of all reasonable and documented out-of-pocket costs and expenses (including reasonable and documented attorneys' fees) of the Lenders under this Agreement and the Other Documents;

SECOND, to the payment of all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees) of each of the Lenders to the extent owing to each such Lender pursuant to the terms of this Agreement;

THIRD, to the payment of all of the Obligations consisting of accrued fees and interest with respect to the Advances or otherwise provided for in this Agreement or the Other Documents;

FOURTH, to the payment of the outstanding principal amount of the Advances in accordance with Section 2.4 hereof;

FIFTH, to all other Obligations provided for in this Agreement or the Other Documents or otherwise which shall have become due and payable and not repaid pursuant to clauses "FIRST" through "FOURTH" above, and

SIXTH, to the payment of the surplus, if any, to whoever may be lawfully entitled to receive such surplus.

In carrying out the foregoing, (i) amounts received shall be applied in the numerical order provided until exhausted prior to application to the next succeeding category and (ii) each of the Lenders shall receive an amount equal to its Ratable Share of amounts available to be applied pursuant to clauses "FOURTH", "FIFTH" and "SIXTH" above.

XII. WAIVERS AND JUDICIAL PROCEEDINGS.

12.1 Waiver of Notice. Borrower hereby waives notice of non-payment of any of the Obligations, demand, presentment, protest and notice thereof with respect to any and all instruments, notice of acceptance hereof, notice of loans or advances made, credit extended,

Collateral received or delivered, or any other action taken in reliance hereon, and all other demands and notices of any description, except such as are expressly provided for herein.

12.2 Delay. No delay or omission on any Lender's part in exercising any right, remedy or option shall operate as a waiver of such or any other right, remedy or option or of any Default or Event of Default.

12.3 Jury Waiver. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT, ANY OTHER DOCUMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, ANY OTHER DOCUMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

XIII. RESERVED.

XIV. RESERVED.

XV. MISCELLANEOUS.

15.1 Governing Law.

(a) This Agreement and each Other Document (unless and except to the extent expressly provided otherwise in any such Other Document), and all matters relating hereto or thereto or arising herefrom or therefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York, and to the extent applicable, the Bankruptcy Code. Any judicial proceeding brought by or against Borrower with respect to any of the Obligations, this Agreement, the Other Documents or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, except to the extent that the provisions of the Bankruptcy Code are applicable and specifically conflict with the foregoing, and, by execution and delivery of this Agreement, Borrower accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Nothing herein shall affect the right to serve process in any manner

permitted by law or shall limit the right of any Lender to bring proceedings against Borrower in the courts of any other jurisdiction. Borrower waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Borrower waives the right to remove any judicial proceeding brought against Borrower in any state court to any federal court. Any judicial proceeding by Borrower against any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of New York, State of New York, except to the extent that the provisions of the Bankruptcy Code are applicable and specifically conflict with the foregoing. Notwithstanding anything to the contrary contained in this Section 15.1, each Party hereto irrevocably and unconditionally submits to the personal jurisdiction of the Bankruptcy Court for purposes of any action, suit or proceeding or other contested matter arising out of or relating to the Obligations, or for recognition or enforcement of any judgment rendered or order entered in any such action, suit, proceeding or other contested matter.

15.2 Entire Understanding; Amendments and Waivers.

(a) This Agreement and the documents executed concurrently herewith contain the entire understanding between Borrower and each Lender and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof other than the Financing Orders. Any promises, representations, warranties or guarantees not herein contained and hereinafter made shall have no force and effect unless in writing, signed by Borrower's and each Lender's respective officers. Neither this Agreement nor any portion or provisions hereof may be changed, modified, amended, waived, supplemented, discharged, cancelled or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by the party to be charged. Borrower acknowledges that it has been advised by counsel in connection with the execution of this Agreement and Other Documents and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

(b) The Lenders and Borrower may, subject to the provisions of this Section 15.2(b), from time to time enter into written agreements to this Agreement or the Other Documents executed by Borrower, for the purpose of amending, adding or deleting any provisions or otherwise changing, varying or waiving in any manner the rights of Lenders or Borrower thereunder or the conditions, provisions or terms thereof or waiving any Event of Default thereunder, but only to the extent specified in such written agreements; provided, however, that no such supplemental agreement shall:

(i) increase the Commitment of any Lender without the consent of such Lender; and

(ii) extend the Maturity Date or the due date for any amount payable hereunder, or decrease the rate of interest or reduce any fee payable by Borrower to Lenders pursuant to this Agreement without the consent of each Lender directly affected thereby.

Any such supplemental agreement shall apply equally to each Lender and shall be binding upon Borrower, Lenders and all future holders of the Obligations. In the case of any waiver, Borrower and Lenders shall be restored to their former positions and rights, and any Event of Default waived shall be deemed to be cured and not continuing, but no waiver of a specific Event of Default shall extend to any subsequent Event of Default (whether or not the subsequent Event of Default is the same as the Event of Default which was waived), or impair any right consequent thereon.

15.3 Successors and Assigns; Permitted Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of Borrower, each Lender, all future holders of the Obligations and their respective successors and assigns pursuant to terms set forth in clauses (b) and (c) below.

(b) HOVIC may, with prior notice to each other party hereto, assign all of its rights in whole, but not in part (including its Advances and DIP Commitments) under this Agreement, without any prior consent of any party hereunder if such assignment is to an Affiliate of and under common control with HOVIC.

(c) PDVSA may, with prior notice to each other party hereto, assign all of its rights in whole, but not in part (including its Advances and DIP Commitments) under this Agreement, without any prior consent of any party hereunder if such assignment is to an Affiliate of and under common control with PDVSA.

15.4 Application of Payments. The Lenders, if they so elect, shall have the continuing and exclusive right to apply or reverse and re-apply any payment and any and all proceeds of Collateral to any portion of the Obligations. To the extent that Borrower makes a payment or any Lender receives any payment or proceeds of the Collateral for Borrower's benefit, which are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, debtor in possession, receiver, custodian or any other party under any bankruptcy law, common law or equitable cause, then, to such extent, the Obligations or part thereof intended to be satisfied shall be revived and continue as if such payment or proceeds had not been received by such Lender.

15.5 Indemnity. Borrower shall indemnify each Lender and each of their respective officers, directors, Affiliates, attorneys, employees and agents ("Indemnitees") from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses and disbursements of any kind or nature whatsoever (including fees and disbursements of counsel) which may be imposed on, incurred by, or asserted against any Lender in any claim, litigation, proceeding or investigation instituted or conducted by any Governmental Body or instrumentality or any other Person with respect to any aspect of, or any transaction contemplated by, or referred to in, or any matter related to, this Agreement or the Other Documents, whether or not any Lender is a party thereto, except to the extent that any of the foregoing arises out of the willful misconduct or gross negligence of the party being indemnified (as determined by a court of competent jurisdiction in a final and non- appealable judgment). Without limiting the generality of the foregoing, this indemnity shall extend to any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses and

disbursements of any kind or nature whatsoever (including fees and disbursements of counsel) asserted against or incurred by any of the Indemnitees as a result, directly or indirectly, of such Indemnitee or its affiliates being a Lender by any Person under any Environmental Laws or similar laws by reason of Borrower's or any other Person's failure to comply with laws applicable to solid or hazardous waste materials, including Hazardous Substances and Hazardous Waste, or other Toxic Substances or related to any actual or alleged presence or Release of Hazardous Substances on or from any property owned or operated by Borrower or any liability associated with Environmental Laws related in any way to Borrower. Without limiting the provisions of Section 3.11, this Section 15.5 shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

15.6 Notice. Any notice or request hereunder may be given to Borrower or to any Lender at their respective addresses set forth below or at such other address as may hereafter be specified in a notice designated as a notice of change of address under this Section 15.6.

(a) In the case of hand-delivery, when delivered;

(b) If given by mail, four days after such notice is deposited with the United States Postal Service, with first-class postage prepaid, return receipt requested;

(c) In the case of an overnight courier delivery of a confirmatory notice (received at or before noon on such next Business Day); and

(d) If given by any other means (including by overnight courier), when actually received.

(A) If to a Lender, as specified on the signature pages hereof

(B) If to Borrower:

HOVENSA L.L.C.
1 Estate Hope
Christiansted, St. Croix 00820
Attn: Thomas E. Hill, Chief Restructuring Officer
Telephone: (312) 601-4226
E-mail: thill@alvarezandmarsal.com

with a copy (which shall not constitute notice or service of process) to:

Morrison & Foerster LLP
250 West 55th Street
New York, New York 10019
Attn: Lorenzo Marinuzzi, Esq. and Jennifer L. Marines, Esq.
Telephone: (212) 468-8000
E-mail: lmarinuzzi@mofo.com; jmarines@mofo.com

15.7 Survival. The provisions of this Agreement and any actions taken pursuant hereto shall survive entry of any order which may be entered (i) confirming any plan of reorganization

in any of the Chapter 11 Case, (ii) converting the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, (iii) dismissing the Chapter 11 Case or any Successor Case, or (iv) pursuant to which the Court abstains from hearing the Chapter 11 Case or Successor Case. The terms and provisions of this Agreement, including the claims, liens, security interests, and other protections (as applicable) granted to the Lenders pursuant to this Agreement and/or the DIP Documents, notwithstanding the entry of any such order, shall continue in the Chapter 11 Case, in any Successor Case, or following dismissal of this case or any Successor Case, and shall maintain their priority as provided by Agreement until all the DIP Obligations, pursuant to the DIP Documents and this Agreement, have been indefeasibly paid in full and all commitments to extend credit under this Agreement are terminated. The terms and provisions concerning the indemnification of the DIP Lenders shall continue in the Chapter 11 Case, in any Successor Case, following dismissal of the Chapter 11 Case or any Successor Case, termination of the DIP Documents, and/or the indefeasible repayment of the DIP Obligations.

15.8 Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible.

15.9 Expenses. All reasonable and documented out-of-pocket costs, expenses and fees (including reasonable expenses and fees of its external counsel) incurred by each Lender solely in connection with the enforcement of the Lenders' rights of collection hereunder shall, unless otherwise paid by Borrower, as such invoices are presented, be charged to Borrower's Account and shall be part of the Obligations.

15.10 Injunctive Relief. Borrower recognizes that, in the event Borrower fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, or threatens to fail to perform, observe or discharge such obligations or liabilities, any remedy at law may prove to be inadequate relief to Lenders; therefore, Lenders shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving that actual damages are not an adequate remedy.

15.11 Consequential Damages. No Lender, nor any agent or attorney for any of them, shall be liable to Borrower (or any Affiliate of the Borrower) for indirect, punitive, exemplary or consequential damages arising from any breach of contract, tort or other wrong relating to the establishment, administration or collection of the Obligations or as a result of any transaction contemplated under this Agreement or any Other Document.

15.12 Captions. The captions at various places in this Agreement are intended for convenience only and do not constitute and shall not be interpreted as part of this Agreement.

15.13 Counterparts; Facsimile Signatures. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

15.14 Construction. The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.

15.15 Confidentiality; Sharing Information. Each Lender shall hold all non-public information obtained by each Lender pursuant to the requirements of this Agreement in accordance with each Lenders' customary procedures for handling confidential information of this nature; provided, however, each Lender may disclose such confidential information (a) to its examiners, Affiliates, outside auditors, counsel and other professional advisors, (b) to any Lender or to any prospective Lender, and (c) as required or requested by any Governmental Body or representative thereof or pursuant to legal process; provided, further that (i) unless specifically prohibited by Applicable Law and each Lender shall use its reasonable best efforts prior to disclosure thereof, to notify the applicable Borrower of the applicable request for disclosure of such non-public information (A) by a Governmental Body or representative thereof (other than any such request in connection with an examination of the financial condition of a Lender by such Governmental Body) or (B) pursuant to legal process and (ii) in no event shall any Lender be obligated to return any materials furnished by Borrower other than those documents and instruments in possession of any Lender in order to perfect its Lien on the Collateral once the Obligations have been paid in full and this Agreement has been terminated. Borrower acknowledges that from time to time financial advisory, investment banking and other services may be offered or provided to Borrower (in connection with this Agreement or otherwise) by any Lender or by one or more Subsidiaries or Affiliates of such Lender and Borrower hereby authorizes each Lender to share any information delivered to such Lender by Borrower pursuant to this Agreement, or in connection with the decision of such Lender to enter into this Agreement, to any such Subsidiary or Affiliate of such Lender, it being understood that any such Subsidiary or Affiliate of any Lender receiving such information shall be bound by the provisions of this Section 15.15 as if it were a Lender hereunder. Such authorization shall survive the repayment of the other Obligations and the termination of this Agreement.

15.16 Nature of Duties. Neither Lender shall have duties nor responsibilities except those expressly set forth in this Agreement and the Other Documents. Neither Lenders nor any of their officers, directors, employees or agents shall be (i) liable for any action taken or omitted by them as such hereunder or in connection herewith, unless caused by their gross (not mere) negligence or willful misconduct (as determined by a court of competent jurisdiction in a final non- appealable judgment), or (ii) responsible in any manner for any recitals, statements, representations or warranties made by Borrower or any officer thereof contained in this Agreement, or in any of the Other Documents or in any certificate, report, statement or other document referred to or provided for in, or received by Lenders under or in connection with, this Agreement or any of the Other Documents or for the value, validity, effectiveness, genuineness, due execution, enforceability or sufficiency of this Agreement, or any of the Other Documents or for any failure of Borrower to perform its obligations hereunder. Neither Lenders shall have by reason of this Agreement, a fiduciary relationship in respect of any other Lender; and nothing in this Agreement, expressed or implied, is intended to or shall be so construed as to impose upon Lenders any obligations in respect of this Agreement except as expressly set forth herein.

Each of the parties has signed this Agreement as of the day and year first above written.

HOVENSA L.L.C.

By:_____
Name:
Title:

HESS VIRGIN ISLANDS CORP., as
Lender

By: _____
Name:
Title:

Notice Address:

Hess Oil Virgin Islands Corporation
1185 Avenue of the Americas, Floor 40
New York, New York 10036
Attn: Jackie Asafu-Adjaye
Telephone: (212) 536-8241
Fax: (212) 536-8241
E-mail: jasafu-adjaye@hess.com

with a copy (which shall not constitute
notice or service of process) to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attn: Jonathan S. Henes, P.C. / Christopher
T. Greco / Andres C. Mena
Telephone: (212) 446-4800
Fax: (212) 446-4900
E-mail: jhenes@kirkland.com /
cgreco@kirkland.com /
andres.mena@kirkland.com

Commitment: $20,000,000
Commitment Percentage: 50.00%

PDVSA V.I., Inc., as Lender

By: _____
Name: Jesús E. Luongo
Title: President

Notice Address:

PDVSA V.I., Inc.
c/o
Petróleos de Venezuela, S.A.
Edificio Petróleos de Venezuela
Avenida Libertador, Torre Este
La Campiña, Apartado 169
Caracas 1050-A
República Bolivariana de Venezuela
Attn: Consultor Jurídico / Vicepresidente Ejecutivo de Refinación
Email: rauseoc@pdvsa.com / malpicaj@pdvsa.com / copy to: dbayrock@curtis.com

with a copy (which shall not constitute notice or service of process) to:

Curtis, Mallet-Prevost, Colt & Mosle LLP
101 Park Avenue
New York, New York 10178
United States of America
Attn: General Counsel
Fax: (212) 697-1559

Commitment: $20,000,000
Commitment Percentage: 50.00%

Exhibit C

IN THE DISTRICT COURT OF THE VIRGIN ISLANDS
BANKRUPTCY DIVISION
ST. CROIX, VIRGIN ISLANDS

In re:	)	
	)	Chapter 11
HOVENSA L.L.C.,	)	
	)	Case No. 1:15-bk-10003-MFW
Debtor.	)	

DECLARATION OF CHRISTOPHER H. LANGBEIN IN SUPPORT OF DEBTOR'S MOTION FOR INTERIM AND FINAL ORDERS (A) APPROVING POST-PETITION FINANCING; (B) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS; (C) MODIFYING THE AUTOMATIC STAY; (D) SCHEDULING INTERIM AND FINAL HEARINGS; AND (E) GRANTING RELATED RELIEF

I, Christopher H. Langbein, declare under penalty of perjury:

1. I am a Vice President of the firm Lazard Frères & Co. LLC ("Lazard"), which has its principal office at 30 Rockefeller Plaza, New York, New York 10020. I am authorized to make this declaration on behalf of Lazard[1] and in support of the *Debtor's Motion For Interim and Final Orders (a) Approving Post-Petition Financing; (b) Granting Liens and Providing Superpriority Administrative Expense Claims; (c) Modifying the Automatic Stay; (d) Scheduling Interim and Final Hearings; and (e) Granting Related Relief* (the "Motion").[2]

QUALIFICATIONS

2. Lazard is the U.S. operating subsidiary of a preeminent international financial advisory and asset management firm. Lazard, together with its predecessors and affiliates, has

[1] Certain disclosures herein relate to matters within the personal knowledge of other professionals at Lazard and are based on information provided by them.

[2] Capitalized terms used but not otherwise defined herein shall the meanings ascribed to them in the Motion.

been advising clients around the world for over 150 years. Lazard has dedicated professionals who provide restructuring services to its clients.

3. The current vice chairmen, managing directors, directors, vice presidents and associates of Lazard have extensive experience working with financially troubled companies in complex financial restructurings out-of-court and in Chapter 11 proceedings. Lazard and its principals have been involved as advisor to debtor, creditor and equity constituencies and government agencies in many reorganization cases. Since 1990, Lazard's professionals have been involved in over 250 restructurings, representing over $1 trillion in debtor assets.

4. Since joining Lazard in 2013, I have advised debtors and creditors on a number of complex restructurings including Cengage Learning, Longview Power, Boomerang Tube, and Nautilus Holdings, among others. Prior to joining Lazard, I was a restructuring attorney at Kirkland & Ellis LLP, where I also advised debtors, creditors, and financial sponsors on numerous restructuring transactions. I graduated from Johns Hopkins University in 2001 with a degree in economics and English, and I received JD and MBA degrees from the University of Virginia in 2009.

I. The Debtor Would Be Unable to Obtain Reasonable Post-petition Financing From a Third Party Lender

5. After analyzing the credit markets and the Debtor's financial and operational situation in the months leading up to the filing of its chapter 11 case, I, along with my colleagues at Lazard, do not believe that the lending market would provide the Debtor with financing from a third party on a secured, administrative or unsecured basis on reasonable terms. Moreover, due to the Debtor's lack of significant business operations, the absence of material unencumbered assets to serve as collateral for a loan, and the contingencies associated with the sale of the Debtor's assets, I do not believe that a third party would be willing to provide the Debtor with

post-petition financing on reasonable terms, let alone financing on the terms provided in the DIP Facility. Accordingly, in light of the Debtor's imminent liquidity needs, I believe that the DIP Facility is the most viable financing option available at this time.

II. The Financial Terms of the DIP Facility are Reasonable and Appropriate Under the Circumstances

6. Based on my restructuring experience and review of the Debtor's current financial situation, I believe that the financial terms of the DIP Agreement are reasonable and appropriate under the circumstances. Notably, the Lenders have agreed to provide financing that is subordinate to the GVI Secured Claim, which avoids a potential "priming" dispute with the GVI at the outset of the Debtor's chapter 11 case, thereby saving the Debtor from the time and expense associated with litigation over priority issues. In addition, the DIP Facility does not include any fees or original issue discount that would reduce the amount of funds actually available to the Debtor.

7. Moreover, I believe that the costs of the DIP Facility are below market for a loan of this type and size, even if the DIP Facility were to be provided to the Debtor on a senior secured basis instead of on a subordinated basis. Finally, it is my belief that the milestones set forth in the DIP Agreement provide a reasonable timeframe during which the Debtor must complete the proposed sale and marketing process for the Debtor's assets and consummation of the sale.

8. In addition, I do not believe that the DIP Facility directly or indirectly deprives the Debtor or other parties in interest of possible rights and powers by restricting the services for which professionals may be paid in the chapter 11 case. Instead, the proposed DIP Facility and the proposed Interim Order provide that the security interests and superpriority administrative expense claims granted to the Lenders are subject to the Carve-Out, which provides for payment

of (a) all fees of the Clerk of the Court and the Office of the United States Trustee, (b) reasonable and documented fees and expenses incurred by a chapter 7 trustee in an amount not to exceed $100,000, and (c) fees and expenses for any professional retained pursuant to sections 327, 328 or 1103 of the Bankruptcy Code by the Debtor and any statutory committee of unsecured creditors to the extent allowed, subject to a cap of $1,000,000 in the aggregate subsequent to the delivery of a Carve-Out Trigger Notice (as defined in the DIP Agreement).

CONCLUSION

9. For all of the foregoing reasons, I believe that the financial terms of the DIP Facility are reasonable and appropriate in light of the circumstances of the Debtor's chapter 11 case and would prevent immediate and irreparable harm that would result from the Debtor's inability to continue its operations and pursue the proposed sale of the Debtor's assets.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: September 15, 2015
Chicago, IL

/s/ Christopher H. Langbein
Christopher H. Langbein
Vice President
Lazard Frères & Co. LLC